

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA August 24, 2021, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

WATCH THE LIVE BROADCAST

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

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

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - > Calendar of upcoming holidays and meetings.
 - > The city is still accepting applications to fill vacant board seats.
 - ➤ The Recycle Center will be closed on Saturday, September 4th in observance of Labor Day.
 - City Hall will be closed on Monday, September 6th in observance of Labor Dav.

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

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

II. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

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

III. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Financial Report

IV. <u>INFORMATIONAL ITEMS</u>

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Minutes
 - 2. Possible Council Liaison Report
- D. Main Street Board
 - 1. Possible Council Liaison Report

- E. Parks & Recreation Board
 - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
 - 1. Possible Council Liaison Report
- G. TIRZ Board
 - 1. Possible Council Liaison Report

V. PUBLIC HEARING

A. Public hearing to consider, discuss and act on the request by Explorer Pipeline Company ("Explorer"), an Entity with Eminent Domain Authority, to Obtain a Fifty-Foot (50') Wide Petroleum Pipeline Easement Together With a Twenty-Five Foot (25') Wide Temporary Work Space Upon, Over, Under and Across Public Land Owned by the City of Farmersville That is Designated as Parkland, Which Parkland is Generally Located in Hunt County, Texas in an area East of County Road 1098, south of County Road 1098, west of County Road 1132, and north of County Road 1101, for the Construction and Installation of One Petroleum Pipeline for the Benefit of Explorer and Accompanying Ordinance #O-2021-0824-001.

VI. REGULAR AGENDA

- A. Consider, discuss and act upon setting the tax rate for the 2021 2022 budget year.
- B. Consider, discuss and act upon Resolution #R-2021-0824-001 regarding a petition to annexation 77.359 acres of land into Lakehaven MUD.
- C. Consider, discuss and act upon Resolution #R-2021-0824-002 regarding a negotiated settlement between the Atmos cities Steering Committee and Atmos Energy Corp., for the Company's 2021 rate review mechanism filing declaring existing rates to be unreasonable.
- D. Consider, discuss and act upon the renewal of the interlocal agreement with Collin County regarding Environmental Services.
- E. Consider, discuss and act upon Dunaway|DBI Professional Services Agreement.
- VII. BUDGET WORKSHOP
- VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS
- IX. ADJOURNMENT

Dated this the 20th day of August, 2021.

Bryon Wiebold, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted August 20, 2021 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, TRMC

City Secretary

I. Preliminary Matt	ters

AUGUST 2021

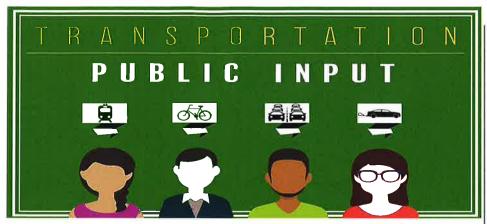
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	Parks & Recs Board Meeting 5:00 pm	6	Farmersville Market 9:00 am
8	Main Street Meeting 4:30 pm (Cancelled) FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm	11	Special Main Street Meeting 5:00 pm (Cancelled)	13] 4
15	P&Z Meeting 6:00 pm (Cancelled)	17	18	FEDC (4A) Meeting 6:30 pm	20	2
22	23	City Council Meeting 6:00 pm	Historic Preservation Ad Hoc Committee Meeting 5:30 pm	26 City Amenities Board Meeting 4:00 pm	27	28
29	FCDC (4B) Special Meeting 6:00 pm	31				

SEPTEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	Parks & Recs Board Meeting 5:00 pm	3	Farmersville Market 9:00 am Recycle Center Closed
5	City Hall Closed – Labor Day	7	8	9	10	11
12	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm	15	FEDC (4A) Meeting 6:30 pm	17	18
19	P&Z Meeting 6:00 pm	21	Historic Preservation Ad Hoc Committee Meeting 5:30 pm	City Amenities Board Meeting 4:00 pm	24	25
26	27	City Council Meeting 6:00 pm	29	30		

OCTOBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	Farmersville Market 9:00 am Recycle Center Closed
3	4	5	6	Parks & Recs Board Meeting 5:00 pm	8	9
10	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm	13	14	15	16
17	P&Z Meeting 6:00 pm	19	20	FEDC (4A) Meeting 6:30 pm	22	23
24	25	26 City Council Meeting 6:00 pm	27 Historic Preservation Ad Hoc Committee Meeting 5:30 pm	28 City Amenities Board Meeting 4:00 pm	29	30
31						



WHAT DO YOU THINK? TELL US.

Information will be posted online at www.nctcog.org/input for public review and comment August 9 - September 7, 2021. To request printed copies of the information, call 817-608-2365 or email cbaylor@nctcog.org.

Interactive Public Input: Map Your Experience

NCTCOG's Transportation Department is accepting public input through a new, online map tool. Comments will be used to guide upcoming planning efforts, including an update to Mobility 2045, the region's long-range metropolitan transportation plan. Help us plan for the future by letting us know how the region's transportation system can better serve you. Share your transportation experience at www.nctcog.org/mapyourexperience

Progress North Texas: Transportation For All

Progress North Texas highlights challenges, opportunities, and developments our region's transportation system has faced in the last year and how we are communicating these changes with residents and partners For more information or to request printed copies, visit www.nctcog.org/trans/about/publications/pnt/2021

Engine Off North Texas Undate

The Engine Off North Texas program focuses on reducing unnecessary idling from heavy-duty trucks by providing idling awareness and educational materials to drivers and local governments. These materials include information on alternatives to idling and assist local governments in implementing and enforcing idle reduction policies within their jurisdictions. More information: www.EngineOffNorthTexas.org

Regional Electric Vehicle Infrastructure Opportunities

Electric vehicles (EV) continue to gain popularity in Texas and across the nation as a quiet, clean, and economical alternative to traditional automobiles. EV sales are growing rapidly and are projected to comprise over 30 percent of all vehicles by 2040. This informative presentation will examine various funding opportunities for EV charging station infrastructure and promote applications prior to upcoming funding deadlines.

NCTCOG Strategic Plan for Downtown Wylie

NCTCOG staff completed the Downtown Wylie Strategic Plan in May 2021 as part of free technical assistance provided to cities through the Unified Planning Work Program. The plan provides infrastructure and policy recommendations that not only support bicycle and pedestrian infrastructure and economic development in Downtown Wylie but also the city's goal for creating a walkable, welcoming, and vibrant downtown.

RESOURCES AND INFORMATION

- Regional Smoking Vehicle Program: www.smokingvehicle.net
- Vehicle Incentives & Funding Opportunities: www.nctcog.org/agfunding
- Mobility 2045 Administrative Revisions: www.nctcog.org/input









NCTCOGtrans



REGIONAL TRANSPORTATION **ONLINE INPUT** OPPORTUNITY

Learn about transportation in the region and help set future priorities. The **Regional Transportation Council and North Central Texas Council of** Governments, together serving as the **Metropolitan Planning** Organization for the Dallas-Fort Worth area, are seeking public input.

Submit comments and questions to NCTCOG:

Email: transinfo@nctcog.org Website: www.nctcog.org/input

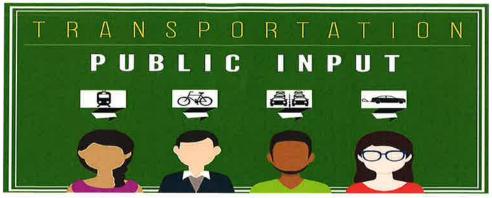
Fax: 817-640-3028 Phone: 817-695-9240 Mail: P.O. Box 5888 Arlington, TX 76005-5888

For special accommodations due to a disability or for language translation, call 817-608-2365 or email cbaylor@nctcog.org.

Reasonable accommodations will be made.

Para ajustes especiales por discapacidad o para interpretación de idiomas, llame al 817-608-2365 o por email: cbaylor@nctcog.org.

Se harán las adaptaciones razonables.



¿Y USTED QUE PIENSA? CUÉN

La información se publicará en línea www.nctcog.org/input para revisión pública y comentarios 9 de agosto - 7 de septiembre de 2021. Para solicitar las copias impresas de la información, llame al 817-608-2365 o por correo electrónico cbaylor@nctcog.org.

PARTICIPACIÓN PÚBLICA INTERACTIVA: MAPEAR SU PROPIA EXPERIENCIA

El Transportation Department de NCTCOG está aceptando la opinión pública a través de una. herramienta de mapa en línea. Los comentarios se utilizarán para guiar los próximos esfuerzos de planificación, incluyendo la actualización de Mobility 2045, el plan de transporte metropolitano de largo alcance de la región. Ayúdanos a planificar el futuro, al hacernos saber cómo el sistema transporte de la región puede servirle mejor. Comparta su experiencia de transporte en www.nctcog.org/mapyourexperience.

PROGRESS NORTH TEXAS: TRANSPORTE PARA TODOS

Progress North Texas proporciona a los usuarios información actualizada sobre las carreteras regionales, transporte público, transporte aéreo, y las opciones para bicicleta-peatones. Para más información o para solicitar copias impresas, visite https://www.nctcog.org/trans/about/publications/pnt/2021.

ACTUALIZACIÓN DE ENGINE OFF NORTH TEXAS

El programa The Engine Off North Texas se enfoca en reducir el ralentí innecesario de los camiones pesados proporcionando materiales educativos y de conocimiento del ralentí a los conductores y gobiernos locales. Estos materiales incluyen información en alternativas al ralentí y asistir gobiernos locales en implementar y enforzar las políticas sobre la reducción de ralentí dentro de sus jurisdicciones. Más información: www.EngineOffNorthTexas.org.

OPORTUNIDADES DE REGIONAL ELECTRIC VEHICLE INFRASTRUCTURE

Vehículos Eléctricos (EV por siglas en inglés) continúan ganando popularidad en Texas y a través de todo el país como una alternativa silenciosa, limpia, y económica a los automóviles tradicionales. Las ventas de EV están creciendo rápidamente y se proyecta que representan mas de 30% de todos los vehículos en 2040. Esta presentación informativa examinará varias oportunidades de financiación para la infraestructura de estaciones de carga de EV y promoverá las solicitudes antes de los próximos plazos de financiación.

PLAN ESTRATÉGICO DE NCTCOG PARA LA ZONA CENTRO DE WYLIE

El personal de NCTCOG completó el Plan Estratégico para la Zona Centro de Wylie en mayo 2021 como parte de la asistencia técnica gratuita proporcionada a las ciudades a través del Unified Planning Work Program. El plan proporciona recomendaciones de infraestructura y políticas que no solo apoyan las infraestructuras de bicicleta y peatones y el desarrollo económico de la Zona Centro de Wylie, sino también el objetivo de la ciudad de crear un centro caminable, acogedor, y vibrante.

RECURSOS E INFORMACIÓN

- Regional Smoking Vehicle Program (RSVP por sus siglas en inglés): www.smokingvehicle.net
- Incentivos para Vehículos y Oportunidades de Financiación: www.nctcog.org/agfunding
- Revisiones Administrativas de Mobility Plan www.nctcog.org/input

EL REGIONAL TRANSPORTATION DA LA OPORTUNIDAD PARA LA PARTICIPACIÓN **EN LINEA**

Aprenda sobre el transporte en la región y ayude en establecer prioridades futuras. The Regional Transportation **Council y North Central Texas** Council of Governments, sirviendo juntos como el **Metropolitan Planning** Organization para el área de Dallas Fort-Worth, y están en busca de la contribución pública.

Enviar comentarios y preguntas a NCTCOG:

Correo electrónico:

transinfo@nctcog.org

Página Web:

www.nctcog.org/input

Fax: 817-640-3028 Teléfono: 817-695-9240

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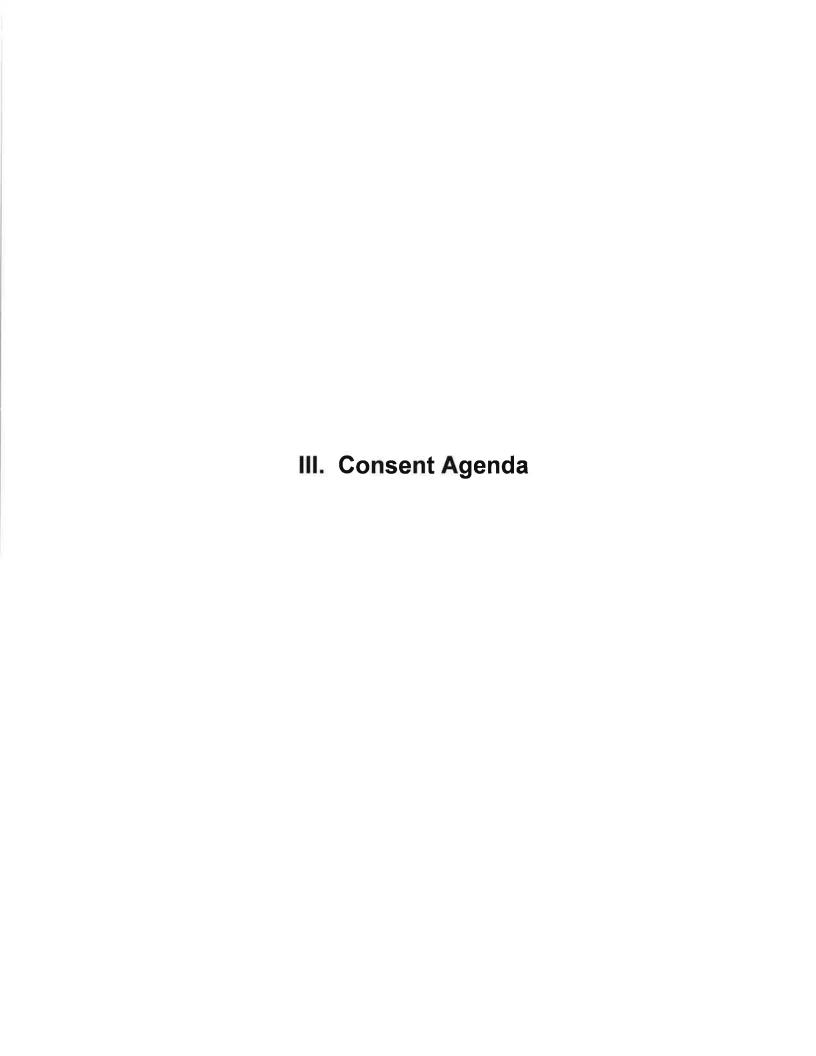


II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)

Agenda Section	PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II
Subject	PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

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Agenda Section	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	II
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y_council_meetings.php
Consideration and Discussion	If you wish to address the City Council on a matter not posted on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.
Action	NA



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Agenda Section	Consent Agenda					
Section Number	III.A					
Subject	City Council Minutes					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	August 24, 2021					
Attachment(s)	Farmersville City Council Meeting Minutes					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action 					



FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES For August 10, 2021, 6:00 P.M.

I. PRELIMINARY MATTERS

- Mayor Wiebold called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Ted Wagner, Lance Hudson, Terry Williams and Mike Henry were in attendance. City staff members Ben White (via Zoom), Sandra Green, Paula Jackson, Rick Ranspot, Kevin Lisman, Michael Sullivan, Daphne Hamlin and City Attorney Alan Lathrom were also present.
- Prayer was led by Rick Ranspot, Warrant Officer, followed by the pledges to the United States and Texas flags.
 - Announcements
 - Calendar of upcoming holidays and meetings.
 - The city is still accepting applications to fill vacant board seats.
 - City Hall will be closed on Monday, September 6th in observance of Labor Day.
 - Mayor Wiebold announced Fire Chief, Kim Morris, is planning to retire in October.

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

No one came forward to speak.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

No one came forward to speak.

IV. CONSENT AGENDA

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- A. City Council Minutes
- B. Public Works Report
- C. City Manager's Report
 - Motion to approve made by Terry Williams
 - 2nd was made by Ted Wagner
 - All council members voted in favor

V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Financials

- 2. Possible Council Liaison Report
 - Mike Henry said they elected officers, reviewed and approved monthly payments and their financial statement. He said they tabled the discussion on billboards and scheduled a budget workshop. They put off the discussion regarding the Main Street Manager until the September meeting.
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Financials
 - 2. Possible Council Liaison Report
- D. Main Street Board
 - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
 - 1. Minutes
 - 2. Possible Council Liaison Report
 - Ted Wagner said they discussed a recommendation to City Council in regards to appointing a new board member. They reviewed the 4B grants and discussed the Rambler Park layout and reviewed some architectural drawings. He said they discussed the J.W. Spain ball park and are looking into a possible liaison to the ballpark.
- F. Planning & Zoning Commission
 - 1. Possible Council Liaison Report
- G. TIRZ Board
 - 1. Financials
 - 2. Possible Council Liaison Report

VI. READING OF ORDINANCES

A. Consider, discuss and act upon the second reading of Ordinance #O-2021-0810-001 regarding special events permits.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 60, "SPECIAL EVENTS," BY AMENDING SECTION 60-2 "DEFINITIONS," BY DELETING THE DEFINITION OF THE PHRASE "TRADITIONAL SPECIAL EVENT" IN ITS ENTIRETY AND ADOPTING A NEW DEFINITION FOR THE PHRASE "TRADITIONAL SPECIAL EVENT"; REPEALING ALL CONFLICTING ORDINANCES;

PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- Ben White said this is the second reading of the ordinance and it is designed to take care of the wording of the events.
- Craig Overstreet asked if there is any liability for the city as it relates to police and protection at the events.
- Alan Lathrom said this is a clean-up of the ordinance and identifies the names of the special events that are hosted from year to year by whole or in part by the city. Each special event is required to provide its own security and having an ordinance does not put liability on the city regarding the people participating in the events.
 - Motion to approve made by Mike Henry
 - o 2nd was made by Lance Hudson
 - All council members voted in favor
- B. Consider, discuss, and act upon the first and only reading of Ordinance #O-2021-0810-002 regarding Steven & San Juanita R. Hernandez' petition requesting inclusion of land into the City of Farmersville's Extra Territorial Jurisdiction (ETJ).

ORDINANCE OF THE CITY COUNCIL OF THE CITY FARMERSVILLE, TEXAS ACCEPTING A PETITION FOR THE INCLUSION OF CERTAIN CONTIGUOUS LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE; PROVIDING FOR TERMS AND CONDITIONS REGARDING ACCEPTING SAID LAND INTO EXTRATERRITORIAL **JURISDICTION** OF THE CITY FARMERSVILLE; PROVIDING FOR THE FILING OF THIS ORDINANCE WITH THE COLLIN COUNTY CLERK AND THE UPDATING OF THE CITY'S OFFICIAL MAP TO REFLECT THE INCLUSION OF SAID LAND IN THE CITY OF FARMERSVILLE'S EXTRATERRITORIAL JURISDICTION: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

 Sandra Green explained that right now a portion of their property falls within Collin County. To avoid having to plat in both the city and the county they petitioned the city to include all of their land in the city's extraterritorial

- jurisdiction. She indicated the applicant has stated they are wanting to eventually develop the property into one acre lots.
- Mike Henry asked if they platted the property into one acre lots would it fall under the Subdivision Ordinance of the city.
- Alan Lathrom indicated it would.
 - Motion to approve made by Mike Henry
 - o 2nd was made by Terry Williams
 - All council members voted in favor

VII. REGULAR AGENDA

- A. Consider, discuss and act upon a water line on McKinney Street and Baker Lane for use by FISD.
 - Ben White said FISD bought the Feagin Building and they are trying to provide fire flows for an overhead fire sprinkler system. Right now they have 2 inch water lines that will not be sufficient to support the sprinkler system. He said they are proposing an 8 inch line be constructed to help support it. He said there would be an option to extend the water line to Maple Street in the future. He stated Eddy Daniel, with Dunaway|DBI Engineering, gave him cost estimates for both phases. He said FISD has asked if the city would participate and pay half the cost of Phase I. He said we have the money in the water funds to help with half of Phase I. He explained they are planning to have the line installed by October.
 - Craig Overstreet asked if there are additional commercial businesses that could be brought on to that line.
 - Ben White stated there could be if the line was extended north to Maple Street.
 - Mike Henry asked what the benefit would be to the city if they paid for half of the line.
 - Ben White stated the ISO coverage for the fire hydrant would benefit the buildings around there. He said fire fighting in that area is somewhat problematic.
 - Craig Overstreet asked if the 2 inch line would even work for what they need it for.
 - Ben White explained it would not provide the fire flows required for the building.
 - Mike Henry stated the city's cost for the first phase would be about \$46,200.00 and asked when he planned on doing the second phase.

- Ben White said he is going to have an impact fee analysis study done fairly soon and he would include all the water projects together as part of that. He said he would complete phase two three to five years down the road. He said if property developed to the east then the developer would have to pay for the line.
- Craig Overstreet explained if the city is going to put out money for this he feels it should be supported by a cost benefit analysis.
- Mayor Wiebold asked how long a cost benefit analysis would take.
- Ben White stated it would be provided at the next meeting.
- Alan Lathrom stated the city would have to have an interlocal agreement
 with the school district to lay out the obligations for the parties in the
 design, construction and payment for the water line. He said it would have
 to be an interlocal agreement since we are talking about 50% of the cost
 and not 1/3. He said it would also be subject to the competitive bid statute
 whether the city or the school district builds the line.
- Mayor Wiebold suggested the cost analysis and interlocal agreement be worked on for the next Council meeting.
- Mike Henry stated he wants Ben White to negotiate the city's cost with the school district to see if it could be lower. He said the benefit of phase one would be the Feagin Building only and the benefit comes for the city later if we tie on to the waterline in the future. He asked Ben White if that was accurate.
- Ben White stated it was except it would also help the fire hydrant to support the area.
- B. Consider, discuss and act upon extension of water system on County Road 611 and possible need for a variance.
 - Ben White said Mr. Justiss is asking City Council for a variance to allow a
 4 inch water line instead of an 8 inch water line as required by ordinance.
 He indicated Eddy Daniel, with Dunaway|DBI Engineering, gave him
 possible wording that would help change the ordinance. He said changing
 the ordinance would allow the city to review these types of projects on a
 case by case basis. He said he recommends allowing Mr. Justiss to
 construct a 4 inch water line and change the ordinance to accommodate
 these situations in the future.
 - Craig Overstreet said he would move to approve the variance by Mr. Justiss and then we can come back at a later date to change the ordinance.

- Ben White stated he is just looking for Council to tell him if the spirit of the wording seems like the way the city should go.
- Mayor Wiebold asked Alan Lathrom if they could approve the variance at this meeting.
- Alan Lathrom stated an approval of a variance is required to have a recommendation from the Planning & Zoning Commission according to section 65-9 (a) of the Subdivision Ordinance.
- Craig Overstreet said he would withdraw his motion.
- Mayor Wiebold said Council would follow the steps of approval through Planning & Zoning with a recommendation to City Council.
- C. Consider, discuss and act upon Resolution #R-2021-0810-001 regarding a negotiated settlement between the Atmos cities Steering Committee and Atmos Energy Corp., for the Company's 2021 rate review mechanism filing declaring existing rates to be unreasonable.
 - Ben White stated these types of resolution's come up from time to time.
 He explained the Atmos Steering Committee negotiates for the different cities. He said they are recommending the city approve the rates because they feel it is a reasonable request.
 - Terry Williams asked how much of an increase overall this would be from what we are currently paying.
 - Ben White said he would have to go through the Steering Committee to get that information.
 - Terry Williams explained he would like Ben White to get that information.
 - Craig Overstreet wanted the record to reflect the 2.78 is millions of dollars and not a percentage increase.
 - Council wanted to revisit this at the next Council meeting.
- Discussion and possible direction regarding development ordinances in our extraterritorial jurisdiction (ETJ) as it relates to safety concerns and how that might affect the city.
 - Craig Overstreet said he brought this item before Council because he is concerned about safety. He explained a 900 foot cell tower is being constructed in the city's extraterritorial jurisdiction off County Road 2194. He wants to know if we have any ordinances from a safety standpoint that would address this. He said he understood the property did not have to be platted, but it is right at the city's door.

- Alan Lathrom said the city does not have the authority to regulate the use of land in their ETJ. He explained there are very few areas where cities, whether they are home rule or general law cities, have the ability to extend their ordinances beyond their corporate limits. He said there are some exceptions that apply with respect to fire concerns, but when you look at a cell tower or an antenna tower then the city does not have the authority to enforce its ordinances in the ETJ. He stated counties do not have zoning authority. He said the owner of the land could have deed restrictions to follow, but the city cannot enforce those deed restrictions.
- Craig Overstreet asked if the city is providing the tower electricity and should we not have some review of the structure in that case.
- Alan Lathrom stated we cannot because it gets back to the use of the land. He said we have the ability to see where the electrical lines tie into the structure, whether the meter was properly attached and whether the service line to the meter was appropriate.
- Ben White said Jeramy Jones conducts the inspections on the connections.
- Craig Overstreet asked who in the State of Texas would review the plans to make sure it is tethered and built properly.
- Ben White said the professional engineer who stamps the plans would be responsible for the safety and design.
- Alan Lathrom said the State of Texas is generally preempted and it falls within the purview of the Federal Government under the Federal Communications Commission.
- E. Consider, discuss and act regarding donations for Farmersville Lights.
 - Ben White said in order to accept donations for the upcoming year we need to have a method of accepting the money as it comes in. There was an agreement among Council last year that allowed the city to accept the donations throughout the time period. He said he is recommending a similar type of agreement now.
 - Mike Henry said he is not in agreement with that until there is a plan in place and a budget for it. He said we need to have a better plan in place this year so we know where the money is being spent.
 - Ted Wagner asked if the money last year was spent on the lights.
 - Mike Henry said it was spent on lights and other items needed for the event.
 - Alan Lathrom said there is no requirement saying they spend money that is donated to the city on a specific item. If money is donated it goes in to the

city's general fund and then it can be expended at the Council's discretion. He said in order for the money to be designated for a specific use the City Council has to make a determination what the money would go toward in its acceptance.

- Mike Henry said he wants the city to do a better job of justifying the
 expenses. He explained a lot of lights were bought last year and asked if
 anyone knew what the inventory was from last year, or how many
 extension cords there were. Money was spent last year that we should not
 have to expend this year. Then, it could go toward something else.
- Mayor Wiebold said everything that was purchased is in inventory.
- Ben White stated everything is stored, but not all things are reusable. He said we could do an inventory if we need to.
- Mayor Wiebold said we need to obtain an inventory of what we have and then we can inventory everything we purchase this year. He explained last year was a bit rushed because we started receiving donations in October. He indicated people have already approached us regarding donating this year.
- Terry Williams said Jeramy Jones and his crew did a great job of putting up all the lights and cords after the event.
- Ben White said it seems like we need direction of how to receive and accept the donations.
- Mike Henry asked if the donations should just be designated for Farmersville Lights.
- Alan Lathrom stated that any donations that are specifically designated for Farmersville Lights must be utilized for that purpose.
- Mike Henry asked Daphne Hamlin if she had a financial code that is just for Farmersville Lights donations.
- Daphne Hamlin stated she did.
 - Motion to receive donations for Farmersville Lights based on doing inventory made by Ted Wagner
 - Mike Henry asked to modify the motion to read donations that are received for Farmersville Lights will be placed in a designated account and shown on the financial statement as such.
 - Ted Wagner agreed to the modified motion.
 - o 2nd was made by Terry Williams
 - All council members voted in favor

VIII. BUDGET WORKSHOP

- Daphne Hamlin said the only thing that changed on the budget was in the water fund. She said we added a project to use \$100,000.00 of the impact fees.
- Ben White stated it is for an impact fee study that is required about every five years.
- Craig Overstreet asked if the study really cost \$100,000.00.
- Ben White said that is what we are setting aside so it will not be short.
- Craig Overstreet asked what the impact fees can be used for.
- Ben White stated they have to go toward impact fee related uses.
- Alan Lathrom explained impact fees can only be used for new development. They are collected when building permits are issued and impact fees cannot be used for repair, rehabilitation, or redevelopment. He explained they have to be used for their own categories. For example, wastewater and water impact fees can only be used for wastewater and water projects. He said roadway impact fees can only be utilized for new roads to serve new development, whether it is a new road or an expansion of an existing road that is needed to serve new development.
- Daphne Hamlin said she received the certified totals from the county. She said the taxable value is \$239 million. Our no new revenue tax rate would be \$0.695445 which would bring \$1.07 million into the M&O. She said our rate would be \$0.247470 to bring in enough to pay for our bond payment in the I&S account. She said she calculated what it would be if we stayed at our current tax rate, which is \$0.712044, and it would bring in an additional \$39,000.00. She indicated if we brought to \$0.712789, it would bring in an additional \$41,000.00. She explained if we took it all the way up to \$0.729075 it would bring in an additional \$80,000.00. She said she is suggesting we do not go that high, but is recommending we stay with the current tax rate of \$0.712044 or the \$0.712789. She said we will vote on setting the tax rate at the next meeting so we can adopt it on September 14th.
- Craig Overstreet asked how the taxable value compared to last year.
- Daphne Hamlin said she believes it went up about \$40 million, but she would have to check for sure.
- Craig Overstreet asked if the increase was primarily due to Camden Park.
- Daphne Hamlin said she is assuming it is Camden Park, because TIRZ
 captured value this year is \$86 million. She is projecting TIRZ will receive
 approximately \$617,000.00 in ad valorem from the city. She said that would not
 include the county's portion.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet asked for the following to be on the next agenda:
 - Update on boundary agreements
 - Update on the home rule charter inhabitant's study
 - Update on the food truck ordinance
 - Update on the sign ordinance changes
 - Update on the development agreements with the concrete batch plants
 - Update on the Wastewater Treatment Plant #1 trickling arm filter
- Mike Henry wanted the following on the next agenda:
 - City Manager's Contract
 - Update on who owns the property south of City Hall
- Terry Williams asked that when we look at the Atmos rate increase again he would like to have the history over the past 10 years of when and how much the increase was.

XI. ADJOURNMENT

Meeting was adjourned at 7:00 p.m.

	APPROVE:		
	Bryon Wiebold, Mayor		
ATTEST:			
Sandra Green, TRMC City Secretary			

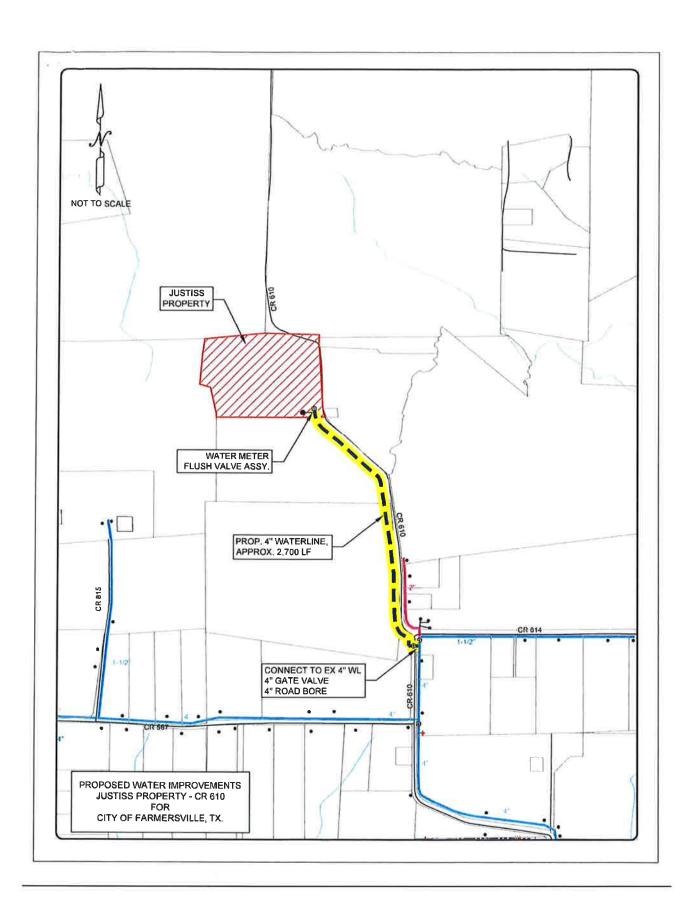
Handout from Ben White Regarding Mr. Justiss Waterline

II - WATER MAINS

In general, water mains are placed on the north and west sides of a street, as shown in the Standard Construction Details, or otherwise as directed by the City Engineer. Where applicable, line sizes will comply with the Water Distribution System Master Plan and shall be adequate to convey a fire flow. Fire flow analysis will be required on lines that are questioned by City staff. Starting pressures shall be obtained from the nearest junction node as stated in the City's Water Distribution Master Plan computer printouts or shall be provided by the City.

- A. Minimum 8-inch pipe required in residential areas unless otherwise approved by the City Engineer or Authorized Representative in rural residential areas located outside the city limits.
- B. Minimum 12-inch pipe required on commercial, retail and industrial areas.
- C. The length of live water dead-end mains shall not exceed 150 feet unless otherwise approved by the City Engineer or Authorized Representative in rural residential areas located outside the city limits. A 2-inch blow-off (flush) valve will be required at the end of the main.
- D. No water main shall be located closer than 5-feet from any tree or structure.
- E. Crosses shall not be used without permission from the City Engineer or authorized representative.
- F. Water Main Specifications:
 - 1) City mains shall have a minimum diameter of 8-inches, unless a larger line size is required by the Comprehensive Plan, Water Master Plan or to meet fire protection needs as determined by analysis. City mains smaller than 8-inches may be approved by the City Engineer or Authorized Representative in rural residential areas located outside the city limits. All water lines shall meet the requirements of AWWA and NCTCOG under the following specifications:

Line Size	NCTCOG Item	AWWA	Standard	Description
8" thru 12"	2.12.20	C900	DR18	PVC
Greater	2.12.5	C301 &	c C303	Reinforced Concrete Cylinder Pipe
than 12" Pipe	2.12.20	C905	DR18	PVC
	2.12.8	C151	Class 50	Ductile Iron Pipe



Additional Information for Farmersville Council Meeting on 10 August 2021

- Answers for Mike Henry
 - o Would the 2" line have to be replaced with an 8" line if others moved into that area in order to service them.
 - Highly likely. The 2" line only supplies enough capacity for approximately 10 standard meter services (5/8"X 3/4") assuming a short run with everything going through the 2" line. For comparison, you can add 100 standard services on a 4" line as long as length not too long..
 - o If we approve a variance for Mr. Justiss for a 4" line and others built on the property to the south, they would then have to upgrade the lines for capacity. How that would hurt the city by granting the 4" to Mr. Justiss now.
 - I don't think it would, especially in the short term. The smaller line will actually help with maintenance costs since it will require less flushing to maintain chlorine residual. However, 4" lines will not deliver adequate fire flows. The 8" rule is put in place to prepare the City and lines that will be brought into the City in the near future for fire flows. It could wind up hurting our fire ISO rating as these smaller diameter areas are brought into the City in the future.

Handouts from Daphne Hamlin regarding Budget Workshop

202	1 Taxable Value		Tax Rate		M&O		1&5	
\$	239,145,567	\$	0.695445	\$	0.447975	\$	0.247470	
				\$	1,071,312	\$	591,813	
\$	239,145,567	\$	0.712044	\$	0.464574	\$	0.247470	
				\$	1,111,008	\$	591,813	39k
\$	239,145,567	\$	0.712789	\$	0.465319	\$	0.247470	
				\$	1,112,789	\$	591,813	41k
\$	239,145,567	\$	0.729075	\$	0.481605	\$	0.247470	
				\$	1,151,844	\$	591,813	80k
	TIRZ 2	021 C	aptured Value \$86,	636,81	7 x .712789= \$617,5	37		

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for 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 NNR and voter-approval 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 NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$0
52. 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. 33 Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.34 - or -	\$0
Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	
53. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet.</i>	\$23 <mark>9,145,5</mark> 67
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$0/\$100
55. 2021 NNR tax rate, unadjusted for sales tax. 35 Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	\$0.695445/\$100
56. 2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$0.695445/\$100
57. 2021 voter-approval tax rate, unadjusted for sales tax. Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.729075/\$100
58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$0.729075/\$100

³¹Reserved for expansion

³⁴Tex. Tax Code Section 26.041(d)

³² Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³³ Tex. Tax Code Section 26.041(i)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴²

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit ⁴³

Amount/Rate
\$0.465319/\$100
\$239,145,567
\$0.209077
\$0.247470/\$100
\$0.921866/\$100
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⁴²Tex. Tax Code Section 26.012(8-a)

⁴³Tex. Tax Code Section 26.063(a)(1)

⁴⁴Tex. Tax Code Section 26.04(c)

by the taxing unit for tax years preceding tax year 2020. 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 2020. This line applies only to tax years preceding tax year 2020.	
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16.10	\$1,595,376
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. 11	
A. Certified values:	\$320,959,423
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 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹²	\$86,636,817
E. Total 2021 value. Add A and B, then subtract C and D.	\$234,322,606
19. Total value of properties under protest or not included on certified appraisal roll. ¹³	
A. 2021 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 under protest. ¹⁴	\$4,822,961
B. 2021 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	\$0
appropriate). Enter the total value of property not on the certified roll. 15	\$4,822,961
C. Total value under protest or not certified: Add A and B.	
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 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 2020 or a prior year for homeowners age 65 or older or disabled, use this step. 16	\$0
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. 17	\$239,145,567

COLLIN CENTRAL APPRAISAL DISTRICT TIF or TIRZ CERTIFIED TAXABLE VALUE

TIF or TIRZ NAME	ENTITY CODE	2020 TIF or TIRZ Taxable Value, as of 9-16-2020 Certification	Base Taxable Value to Exclude from TIF or TIRZ Captured Value	2020 Calculated TIF or TIRZ Captured Value	2021 Certified Taxable Value	Base TaxableValue to Exclude from TIF or TIRZ Captured Value, for 2021	2021 Calculated TIF or TIRZ Captured Value	2021 New Property Taxable Value (included in Taxable Value)
ALLEN TIF #1	TA1	\$171,704,428	\$2,424,420	\$169,280,008	\$190,676,901	\$2,424,420	\$188,252,481	\$17,065,011
ALLEN TIF #2	TAZ	\$656,131,275	\$81,267,393	\$574,863,882	\$768,589,613	\$81,267,393	\$687,322,220	\$64,872,202
ALLEN TIF #3	TA3	\$0	\$0	\$0	\$1,993,464	\$251,360	\$1,732,104	SO
ANNA TIRZ #2	TAN02	\$2,757,807	\$15,118	\$2,742,689	\$13,084,020	\$15,118	\$13,068,902	\$0
CELINA TIRZ #2	TCL02	\$180,562,433	\$6,182,256	\$174,380,177	\$224,976,927	\$6,182,256	\$218,794,671	\$26,627,969
CELINA TIRZ #3	TCL03	\$103,611,697	\$127,312	\$103,484,385	\$165,794,170	\$127,312	\$165,666,858	\$36,440,010
CELINA TIRZ #5	TCL05	\$5,391,521	\$4,582,987	\$808,534	\$5,464,656	\$4,582,987	\$881,669	\$4,828
CELINA TIRZ #6	TCL06	\$49,416,718	\$1,672,560	\$47,744.158	\$75,096,824	\$1,672,560	\$73,423,264	\$19,411,157
CELINA TIRZ #7	TCL07	\$47,848,959	\$19,169	\$47,829,770	\$72,259,967	\$19,189	\$72,240,778	\$10,692,042
CELINA TIRZ #9	TCL09	\$14,111,758	\$7,838	\$14,103,920	\$30,209,074	S7,838	\$30,201,236	\$14,704,618
CELINA TIRZ #10	TCL10	\$3,303,392	\$14,153	\$3,289,239	\$10,211,681	\$14,153	\$10,197,528	\$310,055
CELINA TIRZ #11	TCL11	\$115,828,322	\$86,443,673	\$29,384,649	\$127,901,262	\$86,443,673	\$41,457,589	\$1,988,670
DALLAS TIF #21	TDA21	\$186,465,371	\$30,002,385	\$156,462,986	\$212,386,372	\$30,002,385	\$182,383,987	\$20,147,574
FARMERSVILLE TFC #1	TFC1	\$125,199,567	\$48,946,113	\$76,253,454	\$147,911,415	\$48,946,113	\$98,965,302	\$8,449,677
FAIRVIEW TIRZ #1	TFV1	\$350,999,100	\$172,852,785	\$178,146,315	\$379,139,673	\$172,852,785	\$206,286,788	\$27,830,908
FRISCO TIF #1	TF1	\$1,850,143,711	\$16,059,872	\$1,834,063,839	\$1,866,474,915	\$16,059,872	\$1,850,415,043	\$113,654,482
FRISCO TIF #5	TF5	\$539,081,847	SO	\$539,081,847	\$524,939,771	\$0	\$524,939,771	50
MELISSA TIF #1	TM1	\$222,834,832	\$15,954,372	\$206,880,460	\$246,540,751	\$15,954,372	\$230,586,379	\$8,649,815
MCKINNEY TIF #1	TMC1	\$542,613,568	\$236,841,057	\$305,772,511	\$585,210,304	\$236,841,057	\$348,369,247	\$50,648,897
MCKINNEY TIF #2	TMC2	\$205,816,714	\$118,421,460	\$88,395,254	\$274,131,395	\$118,421,460	\$155,709,935	\$57,254,151
PLANO TIF #2	TP2	\$878 308 247	\$306,358,967	\$571,949,280	\$877,897,132	\$306,358,967	\$571,538,165	\$11,541,860
PLANO TIF #3	TP3	\$668,387,037	\$610,102,390	\$58,284,647	\$725,440,738	\$610,102,390	\$115,338,348	\$9,604,419
PLANO TIF #4 (2020 Base Year)	TP4	\$254,017,829	\$260,736,585	-\$6,718,756	\$250,695,180	\$260,736,585	-\$10,041,405	\$2,055,787
PRINCETON TIRZ #1	TPN1	\$194,727,182	\$9,282,770	\$185,444,412	\$250,939,326	\$9,282 770	\$241,656,556	\$41,052,304
PRINCETON TIRZ #2	TPN2	\$3,108,910	\$165,000	\$2,943,910	\$15,124,479	\$165,000	\$14,959,479	\$116,212
PROSPER TIF #1	TPR1	\$139,795,432	\$4,507,850	\$135,287,582	\$176,821,354	\$4,507,850	\$172,313,504	\$38,281,021
PROSPER TIF #2	TPR2	\$3,024,156	\$29,413	\$2,994,743	\$36,058,960	\$29,413	\$36,029,547	\$1,122,260
RICHARDSON TIF #2	TRC2	\$1,302,112,409	\$37,485	\$1,302,074,924	\$1,308,163,928	\$37,485	\$1,308,146,443	\$8,043,695
RICHARDSON TIF #3	TRC3	\$266,192.752	\$10,589,481	\$255,603,271	\$225,340,053	\$10,589,481	\$214,750,572	\$1,700,280

Agenda Section	Consent Agenda				
Section Number	III.B				
Subject	City Financial Report				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	August 24, 2021				
Attachment(s)	City Financial Report				
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php				
Consideration and Discussion	City Council discussion as required.				
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action 				

MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: August 17th, 2021

Subject: July 2021 Budget Report

Financial Reporting is available for review on the City website. <u>www.farmersvilletx.com</u>. Press OpenGov button; > Press Stories button at the top under City logo; Press City of Farmersville July 2021 Financial Report,

General Fund and Enterprise Fund Budget Summary with (2) year comparison:

	2020-2021 Budget	Revenues vs. Expenses	2020-2021 to Date	2019-2020 Actual	2018-2019 Actual
General Fund Revenue	4,164,042	Revenue to Date	3,557,568	3,089,593	3,200,736
General Fund Expense	4,164,042	Expenses to Date	3,558,890	2,,863,232	2,938,065
Water Fund Revenue	1,830,906	Revenue to Date	1,553,479	1,517,451	1,147,065
Water Fund Impact Fee Revenue	84,310	Revenue to Date	96,947	54,175	110,706
Water Fund Expense	1,915,216	Expenses to Date	1,354,866	1,525,092	1,257,771
Wastewater Fund Revenue	1,397,304	Revenue to Date	1,146,265	958,390	828,120
Wastewater Fund Impact Fee Revenue	120,336	Revenue to Date	318,794	61,261	290,757
Wastewater Fund Expense	1,517,640	Expenses to Date	1,255,288	1,372,322	1,128,672
Electric Fund Revenue	4,954,363	Revenue to Date	3,998,990	3,113,349	2,868,321
Electric Fund Expense	4,954,363	Expenses to Date	3,945,109	3,458,171	3,100,692
Refuse Fund Revenue	510,058	Revenue to Date	435,334	420,986	392,642
Refuse Fund Expense	510,058	Expenses to Date	392,312	384,951	369,925

Cash Summary

The cash summary and revenue vs. expenses for the General Fund and Enterprise Funds are attached.

SUMMARY OF CASH BALANCES JULY 2021

ACCOUNT: CBTX (0815)	Interes	t Earned		Restricted		Assigned	Ac	count Balance
	Clearin	g Accou	nts	Day of the last	14			The state of the last
General Fund					\$	(866,126.75)		
Refuse Fund					\$	25,324.89		
Water Fund					\$	540,280.70		
Wastewater Fund					\$	534,027.33		
Electric Fund					\$	(579,793.52)		
Cares Act Funding			\$	39,997.40				
CC Child Safety			\$	16,569.40				
Park Fund			\$ \$	44,506.00				
2012 Bond			\$	(1,883.25)				
Waterwaste Bond Fund			\$	1,274.88				
Law Enf Training			\$	2,959.96				
Disbursement Fund			\$	2,143.33				
LakeHaven Mud			\$	5,000.00				
Library Donation Fund			\$	2,775.50				
Court Tech/Sec			\$	21,244.19				
JW Spain Grant			\$	47,129.02				
Radio Note			\$	6,082.79				
CC Bond Farmersville Parkway			\$	130,333.11				
2019 Farmersville Parkway			\$	(48,742.52)				
Equipment Replacement			\$	5,322.29				
Interest Earned	\$	41.30						
TOTAL:	\$	41.30	\$	274,712.10	\$	(346,287.35)	\$	(71,575.25
	D-140-		VI SVETE				-	
Courty Tay December 14 (above 0007)/D. L. C.	Dept Ser	vice Accou	NAME OF TAXABLE PARTY.				171	ALC: NO PERMIT
County Tax Deposit (cbtx 0807)(Debt Service)	\$	30.54	1	249,135.85				
Debt Service Reserve (Texpool 0014) (2 months rsv) TOTAL:	\$	7.67 38.21	\$	479,566.34 728,702.19			\$	728,702.19
							*	720,702,13
			-3440	Accounts	-7/	C THUS THEY	A)	ASIGN RESIDEN
Customer meter deposits (Texpool 0008)	Ś	1.80	S	113.986.47				

A	propriated Sur	plus Investi	ner	nt Accounts	THE PARTY	ACTURE TO THE
Customer meter deposits (Texpool 0008)	\$	1.80	\$	113,986.47		
Water Dev. Board (Texstar 1110)	\$	4.29	\$	501,048.12		
2019 C/O Street (Texstar 0190)	\$	1.92	\$	1,750,000.25		
Listcon Escrow(Texstar 0300)	\$	0.99	\$	125,150.27		
Police Seized Funds	\$	8.00	\$	2,986.30		
Summit Property Sewer Escrow (cbtx 231)	\$	0.27	\$	16,711.14		
TOTAL:	\$	9.27	\$	2,509,882.55	\$	\$ 2,509,882.55

Unassig	ned Su	irplus Investm	ent	Accounts	12/11		0.00	IN THE RESERVE
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$	32.23	\$	1,923,874.40				
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$	1.24	\$	76,969.20				
Water/WW Fund (Texpool 00017)(Capital)	\$	5.31	\$	332,038.73				
Elec. Fund (Texpool 0005) (Operating)	\$	0.86	\$	50,000.00				
Elec. Fund (Texpool 0016)(Capital)	\$	5.45	\$	339,337.84				
Elec. Surcharge (Texpool 0015)	\$	2.09	\$	128,102.34				
Money Market Acct. (cbtx 092)	\$	6.10			\$	74,238.69		
TOTAL:	\$	53.28	\$	2,850,322.51	\$	74,238.69	\$	2,924,561.20

Contractor	Managed Accounts N	0	nspendable	1	CONTRACT OF	600	Wind Street, or other
NTMWD Sewer Plant Maint. Fund	\$		•				
TOTAL APPROPRIATED SURPLUS	\$	1		\$; -	\$	
TOTAL CASH & INVESTMENT ACCOUNTS	\$		6,363,619.35	\$	(272,048.66)	\$	6,091,570.69

SUMMARY OF CASH BALANCES JULY 2021

FEDC 4A	Board Inve	estment &	Che	cking Accou	nt	74 3 8	7.0	
FEDC 4A Checking Account(Independent Bank 7909)	\$	47.03	\$	196,027.81				
FEDC 4A Checking Account(Independent Bank 452)	\$	922.80	\$	1,811,778.59				
FEDC 4A Investment Account (Texpool 0001)	\$	1.18	\$	72,415.53				
TOTAL:	\$	971.01	\$	2,080,221.93	\$	~	\$	2,080,221.93

FCDC 41	Board Inve	estment & C	hec	ding Account	40	V No. 12	EXC.	
FCDC 4B Checking Account (Independent Bank 9724)	\$	10.44	\$	247,311.48				
FCDC 4B Investment Account (Texpool 0001)	\$	8.77	\$	546,857.27				
TOTAL:	\$	19.21	\$	794,168.75	\$	*	\$	794,168.75

AND ASSOCIATION OF THE PARTY OF	T	RZ Account	ALL YOU		144	t A kny i	4 2	
County Tax Deposits (cbtx 01276)	\$	1.47	\$	35,837.28				
TIRZ Texpool Account (xxx019)	\$	14.63	\$	912,654.24				
TOTAL:	\$	16.10	\$	948,491.52	\$		\$	948,491.52

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas, 11-2018

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

Daphne Hamlin

Daphne Hamlin, City Investment Officer

10-2019 NCTCOG - Public Funds Inv Act.

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

100-GENERAL FUND FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

				5 51	- Marie Colli Delled	. 65.55
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,164,042	222,019.32	3,557,568.99	0.00	606,473.01	85.44
TOTAL REVENUES	4,164,042	222,019.32	3,557,568.99	0.00	606,473.01	85.44
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	222,086.70	0.00	222,086.70)	0.00
TOTAL 00-TRANSFER OUT	0	0.00	222,086.70	0.00 (222,086.70)	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	1,700.00	0.00	240.00	00.00
CONTRACTS & PROF. SVCS	1,000	0.00	0.00	0.00	340.00 1,000.00	83.33
MAINTENANCE	500	0.00	72,00	0.00	428.00	14.40
PERSONNEL RELATED ITEMS	13,760	0.00	8,970.53	0.00	4,789.47	65.19
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	17,300	170.00	10,742.53	0.00	6,557.47	62.10
10 3847177000777						
12-ADMINISTRATION	F1 F 00 4					
PERSONNEL SERVICES CONTRACTS & PROF. SVCS	515,934	40,114.15	355,884.82	0.00	160,049.18	68.98
CONST. MATL./TOOLS/EQUP	286,182 0	14,639.02 0.00	240,177.81 0.00	0.00	46,004.19	83.92
MAINTENANCE	134,844	31,918.42	118,849.69	0.00	0.00 15,994.31	0.00 88.14
UTILITIES	22,750	3,453.31	22,611.31	0.00	138.69	99.39
SUPPLIES	26,000	873.56	9,514.35	0.00	16,485.65	36.59
PERSONNEL RELATED ITEMS	49,700	3,096.88	30,294.17	0.00	19,405.83	60.95
CAPITAL EXPENDITURES	0	0.00	0.00 (0.01)	0.01	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	1,035,410	94,095.34	777,332.15 (0.01)	258,077.86	75.07
13-DEVELOPMENT SERVICES						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
PERSONNEL RELATED ITEMS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 13-DEVELOPMENT SERVICES	0	0.00	0.00	0.00	0.00	0.00
14-MUNICIPAL COURT						
PERSONNEL SERVICES	158,380	17,402.39	133,047,60	0.00	25,332.40	84.01
CONTRACTS & PROF. SVCS	26,400	1,850.00	16,987.50	0.00	9,412.50	64.35
MAINTENANCE	19,482	3,414.68	18,595.88	0.00	886.12	95.45
UTILITIES	1,740	311.70	1,435.80	0.00	304.20	82.52

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

100-GENERAL FUND FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

				5 OF 1	LEAR COMPLETED	: 03.33
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET
CURRY TRO						
SUPPLIES	7,500	576.70	4,372.88	0.00	3,127.12	58.31
PERSONNEL RELATED ITEMS	9,410	297.03	8,262.09	0.00	1,147.91	87.80
CAPITAL EXPENDITURES	1,750	0.00	0.00	0.00	1,750.00	0.00
TOTAL 14-MUNICIPAL COURT	224,662	23,852.50	182,701.75	0.00	41,960.25	81.32
15-LIBRARY						
PERSONNEL SERVICES	103,567	10 064 70	02 001 15			
CONTRACTS & PROF. SVCS	•	10,964.79	83,281.15	0.00	20,285.85	80.41
MAINTENANCE	200	0.00	0.00	0.00	200.00	0.00
UTILITIES	27,945	3,747.12	25,800.24	0.00	2,144.76	92.33
	11,000	1,229.33	9,237.28	0.00	1,762.72	83.98
SUPPLIES	3,650	0.00	550.46	0.00	3,099.54	15.08
PERSONNEL RELATED ITEMS	6,532	383.61	4,475.69	0.00	2,056.31	68.52
CAPITAL EXPENDITURES	15,000	334.44	10,242.60	0.00	4,757.40	68.28
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	167,894	16,659.29	133,587.42	0.00	34,306.58	79.57
16-CIVIC/CENTER						
CONTRACTS & PROF. SVCS	4,641	0.00	0.00	0.00		
UTILITIES	14,900	1,718.43		0.00	4,641.00	0.00
TOTAL 16-CIVIC/CENTER	19,541		18,490.98	0.00 (3,590.98)	124.10
TOTAL TO CIVIC/CENTER	19,541	1,718.43	18,490.98	0.00	1,050.02	94.63
21-POLICE DEPT.						
PERSONNEL SERVICES	969,844	102,491.79	755,783,23	0.00	214,060.77	77.93
CONTRACTS & PROF. SVCS	87,734	15,667.25	75,582.40	0.00	12,151.60	86.15
CONST. MATL./TOOLS/EOUP	1,000	0.00	0.00	0.00		
MAINTENANCE	106,865	11,225.74	83,894.05		1,000.00	0.00
UTILITIES	41,500	3,177.48	29,150.61	4,738.62	18,232.33	82.94
SUPPLIES				0.00	12,349.39	70.24
PERSONNEL RELATED ITEMS	71,100	5,518.81	45,144.03	0.00	25,955.97	63.49
CAPITAL EXPENDITURES	32,372	40.54	25,445.17	0.00	6,926.95	78.60
TRANSFERS	104,783 (928.98)	103,929.43	0.00	853.57	99.19
	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,415,198	137,192.63	1,118,928.92	4,738.62	291,530.58	79.40
22-FIRE DEPT.						
PERSONNEL SERVICES	235,807	23,926.92	186,579.70	0,00	49,227.30	79.12
CONTRACTS & PROF. SVCS	72,560	6,645.21	52,675.63	0.00	19,884.37	72.60
CONST. MATL./TOOLS/EQUP	500	1,142.87	1,142.87	0.00	642.87)	228.57
MAINTENANCE	37,650	5,043.25	26,277.26	83.52	11,289.22	70.02
UTILITIES	2,640	143.97	1,469.90	0.00	1,170.10	55.68
SUPPLIES	26,200	515.97	10,558.38	0.00		
PERSONNEL RELATED ITEMS	25,600	0.00	26,307.57	0.00	15,641.62	40.30
CAPITAL EXPENDITURES	2,500	0.00	0.00		707.57)	102.76
TRANSFERS	2,300	0.00	0.00	0.00	2,500.00	0.00
TOTAL 22-FIRE DEPT.				0.00	0.00	0.00
TOTAL ZZ-FIRE DEFT.	403,457	37,418.19	305,011.31	83.52	98,362.17	75.62
31-STREET						
CAPITAL EXPENDITURES	0 -	0.00	0.00	0.00	0.00	0.00
TOTAL 31-STREET	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

100-GENERAL FUND FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
34-STREET SYSTEM						
PERSONNEL SERVICES	88,904	19,472.94	155,734.19	0.00 (66,830.19)	175.17
CONTRACTS & PROF. SVCS	8,800	87.50	20,575.77	0.00	11,775.77)	233.82
CONST. MATL./TOOLS/EQUP	161,811	11,055.04	95,386.58	1.694.26	64,730.16	60.00
MAINTENANCE	3,500	0.00	1,686.02	0.00	1,813.98	48.17
UTILITIES	12,850	352.35	4,674.77	0.00		36.38
SUPPLIES	500	0.00	4,827.87	0.00 (8,175.23 4,327.87)	
PERSONNEL RELATED ITEMS	1,500	0.00	81.54	0.00	1,418.46	965.57
CAPITAL EXPENDITURES	0	0.00	0.00	0.00		5.44
TOTAL 34-STREET SYSTEM	277,865	30,967.83	282,966.74	1,694.26 (0.00 6,796.00)	102.45
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	91,465	18,634.14	116,267.14	0.00 (24,802.14)	127.12
CONTRACTS & PROF. SVCS	23,500	5,375.00	18,111.23	0.00	5,388.77	77.07
CONST. MATL./TOOLS/EQUP	41,336	799.87	68,857.47	0.00	27,521.47)	166.58
MAINTENANCE	6,500	1,059.00	11,558.40	0.00	5,058,40)	177.82
UTILITIES	22,750	1,638.30	18,791.01	0.00		
SUPPLIES	500	0.00	789.00	0.00	3,958.99 289.00)	B2.60
PERSONNEL RELATED ITEMS	300	0.00	0.00	0.00	,	157.80
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	300.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	186,351	27,506.31	234,374.25	0.00 (48,023.25)	125.77
39-PARKS						
PERSONNEL SERVICES	60,173	7,405.10	45,655.47	0.00	14,517.53	75.87
CONTRACTS & PROF. SVCS	51,750	8,750.00	42,595.72	0.00	9,154.28	82.31
CONST. MATL./TOOLS/EOUP	20,000	1,725.95	15,439.71	0.00	4,560.29	77.20
MAINTENANCE	16,500	1,101.00	12,016.53	0.00	4,483.47	72.83
UTILITIES	75,000	12,713.96	49,550.69	0.00	25,449.31	66.07
SUPPLIES	4,500	0.00	917.67	0.00	3,582.33	20.39
PERSONNEL RELATED ITEMS	500	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	228,423	31,696.01	166,175.79	0.00	62,247.21	72.75
71-DEBT SERVICE						
DEBT SERVICE	187,941	5,502.98	106,491.68	0.00	81,449.32	56.66
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	187,941	5,502.98	106,491.68	0.00	81,449.32	56.66
TOTAL EXPENDITURES	4,164,042	406,779.51	3,558,890.22	6,516.39	598,635.51	85.62
REVENUE OVER/(UNDER) EXPENDITURES	(0)(184,760.19)(1,321.23)(6,516.39)	7,837.50	1,350.00

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

100-GENERAL FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	1,394,591	4,045.39	1,351,677.42	0.00	42,913.58	96.92
100.00.5712.000 CC CONV FEE COURT	, ,	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	39,947	1,108.58	31,510.15	0.00	8,436.85	78.88
100.00.5714.000 CC CONV FEE UTILITY	. 0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	600,621	53,573.37	513,836.42	0.00	86,784.58	85.55
100.00.5722.000 BEVERAGE TAX	6,100	2,132.42	8,257.59	0.00 (2,157.59)	135.37
100.00.5723.000 HOTEL OCCUPANCY TAX	0	0.00	195.65	0.00	195.65)	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	35,655	3,018.04	29,409.54	0.00	6,245.46	82.48
100.00.5731.000 FRANCHISE FEES - GAS	33,000	0.00	29,789.33	0.00	3,210.67	90.27
100.00.5732.000 SKYBEAM	58,320	4,860.00	48,576.30	0.00	9,743.70	83.29
100.00.5733.000 ELEC. FUND FRANCHISE FEE	7,200	0.00	9,493.52	0.00 (2,293.52)	131.85
100.00.5734.000 FRANCHISE FEES - TELE.	3,000	75.51	1,002.36	0.00	1,997.64	33.41
100.00.5735.000 FRANCHISE FEES - CABLE	19,000	0.00	17,221.59	0.00	1,778.41	90.64
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5740.000 ANNEXATION FEE	ō	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	100,817	7,373.95	202,966.40	0.00 (102,149.40)	201.32
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	200	0.00	357.50	0.00 (157.50)	178.75
100.00.5742.000 PLANNING & ZONING FEES	50,000	8,673.50	84,333.31	0.00	34,333.31)	168.67
100.00.5743.000 FEES (ANIMAL REG)	200	0.00	165.00	0.00	35.00	82.50
100.00.5744.000 PENALTIES	150,000	12,733.32	107,333.95	0.00	42,666.05	71.56
100.00.5745.000 CNTY FIRE RUNS	114,132	0.00	113,272.02	0.00	859.98	99.25
100.00.5746.000 ONION SHED RENTAL	500	50.00	550.00	0.00 (50.00)	110.00
100.00.5747.000 COUNTY LIBRARY FUND	31,100	0.00	28,330.50	0.00	2,769.50	91.09
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5753.000 DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	102,593	0.00	102,592.54	0.00	0.46	100.00
100.00.5758.000 T-MOBLIE LEASE	16,747	1,500.74	15,007.40	0.00	1,739.60	89.61
100.00.5759.000 GAMING MACHINE LICENSE	1,200	0.00	0.00	0.00	1,200.00	0.00
100.00.5762.000 INTEREST EARNED	15,000	73.53	1,119.70	0.00	13,880.30	7.46
100.00.5763.000 FEDC 4A STAFF SUPPORT	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	0.00	9,000.00	0.00	3,000.00	75.00
100.00.5766.000 FEDC IMPROVEMENT FUND	12,000	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	0.00	2,051.82	0.00	5,148.18	28.50
100.00.5769.000 OTHER INCOME	27,956	1,359.66	7,999.40	0.00	19,956.60	28.61
100.00.5769.001 CARES ACT REFUND	2,,550	0.00	0.00	0.00	0.00	0.00
100.00.5769.002 FARMERSVILLE LIGHTS DONA	0	0.00	49,950.00	0.00 (49,950.00)	0.00
100.00.5769.003 FVILLE LIGHT CARRIAGE RI	0	0.00	1,125.00	0.00 (1,125.00)	0.00
100.00.5771.000 ATHLECTIC COMPLEX	0	0.00	1,400.00	0.00	1,400.00)	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	425.00	525.00	0.00 (25.00)	105.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	4,499.23	0.00 (4,499.23)	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	Ö	0.00	0.00	0.00	0.00	0.00
100.00.5791.000 4B SUPPORT REVENUE	1,000	0.00	0.00	0.00	1,000.00	0.00
TITITION TO THE OUT TOTAL TOTAL TOTAL	2,000	0.00	0.00	0.00	1,000.00	5.00

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

100-GENERAL FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	17,258.20	0.00	3,451.80	83,33
100.00.5793.000 RENT RECEIVED	3,600	300.00	3,000.00	0.00	600.00	83.33
100.00.5794.000 CIVIC RENT	5,500	300.00	2,900.00	0.00	2,600.00	52.73
100.00.5795.000 4B SALARY	85,000	0.00	51,246.37	0.00	33,753.63	60,29
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5899.000 SALE OF EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5940.000 INSURANCE CLAIM REFUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,464,286	118,690.49	1,186,904.90	0.00	277,381.10	81.06
100.00.5992.000 SALE OF FIXED ASSESTS	115,572	0.00	18,272.12	0.00	97,299.88	15.81
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TIRZ TRANSFER OUT	360,205)	0.00	(495,561.24)	0.00	135,356.24	137.58
TOTAL 00-REVENUE	4,164,042	222,019.32	3,557,568.99	0.00	606,473.01	85.44
TOTAL REVENUE	4,164,042	222,019.32	3,557,568.99	0.00	606,473.01	85.44

REVENUE OVER/(UNDER) EXPENDITURES

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

PAGE: 1

700-WATER FUND

FINANCIAL SUMMARY				% OF 3	YEAR COMPLETED	: 83.33
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	1,915,216	170,198.31	1,650,426.82	0.00	264,789.18	86.17
TOTAL REVENUES	1,915,216	170,198.31	1,650,426.82	0.00	264,789.18	86.17
EXPENDITURE SUMMARY						
OO-TRANSFER OUT TRANSFERS TOTAL OO-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION PERSONNEL SERVICES CONTRACTS & PROF. SVCS MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS TOTAL 12-ADMINISTRATION	140,572 500 35,333 5,750 3,000 18,000 203,155	12,522.01 0.00 5,857.43 1,026.80 259.75 3,853.53 23,519.52	94,073.52 99.60 57,051.62 4,812.14 1,896.57 20,238.11 178,171.56	0.00 0.00 0.00 0.00 0.00 0.00	46,498.48 400.40 21,718.62) 937.86 1,103.43 2,238.11) 24,983.44	66.92 19.92 161.47 83.69 63.22 112.43
52-STORM WATER SYSTEM PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 52-STORM WATER SYSTEM	0 0 0 0 0 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00
PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 35-WATER DEPT.	257,116 120,405 282,170 5,500 32,750 847,596 22,150 22,500 121,874	26,867.50 13,424.32 24,688.94 1,289.15 3,001.44 71,152.60 0.00 0.00 10,156.17	219,500.87 75,906.28 97,274.55 7,361.05 30,120.25 636,548.14 8,421.91 0.00 101,561.70 1,176,694.75	0.00 1,456.10 12,170.70 0.00 0.00 0.00 0.00 0.00 0.00 0.0	37,615.13 43,042.62 172,724.75 1,861.05) 2,629.75 211,047.86 13,728.09 22,500.00 20,312.30 521,739.45	85.37 64.25 38.79 133.84 91.97 75.10 38.02 0.00 83.33 69.53
TOTAL EXPENDITURES	1,915,216	174,099.64	1,354,866.31	13,626.80	546,722.89	71.45

0 (3,901.33) 295,560.51 (13,626.80) (281,933.71) 0.00

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

700-WATER FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGE T
00-revenue						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	11,500	2,310.00	13,560.00	0.00 (2,060.00)	117.91
700.00.5744.000 PENALTIES	15,000	1,831.29	17,099.60	0.00 (2,099.601	114.00
700.00.5745.000 AGREEMENTS AND CONTRACTS	179,000	13,268.39	146,986.90	0.00	32,013.10	82.12
700,00.5746.000 IMPACT FEE	84,310	787.00	96,947.00	0.00 (12,637.00)	114.99
700,00.5751.000 CITY WATER SALES	1,612,836	151,392.49	1,265,370.12	0.00	347,465.88	78.46
700.00.5752.000 CHANGE IN UTILITY DEPOSI	0	0.00	0.00	0.00	0.00	0.00
700.00.5753.000 WATER TAP FEES	10,570	600.00	8,883.00	0.00	1,687.00	84.04
700.00.5762.000 INTEREST EARNED	2,000	9.14	237.52	0.00	1,762.48	11.88
700.00.5767.000 OTHER REVENUE	0	0.00	27,542.68	0.00 (27,542.68)	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	73,800.00	0.00 (73,800.00)	0.00
700.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	-0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,915,216	170,198.31	1,650,426.82	0.00	264,789.18	86.17
TOTAL REVENUE	1,915,216	170,198.31	1,650,426.82	0.00	264,789.18	86.17

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

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705-WASTEWATER FINANCIAL SUMMARY

FINANCIAL SUMMARY				% OF Y	EAR COMPLETED:	83.33
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	₹ YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	1,517,640	128,565.99	1,465,059.03	0.00	52,580.97	96.54
TOTAL REVENUES	1,517,640	128,565.99	1,465,059.03	0.00	52,580.97	96.54
EXPENDITURE SUMMARY						
OO-TRANSFER OUT TRANSFERS TOTAL OO-TRANSFER OUT	0 0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION PERSONNEL SERVICES TOTAL 12-ADMINISTRATION	56,143 56,143	6,658.50 6,658.50	50,397.77 50,397.77	0.00	5,745.23 5,745.23	89.77
36-WASTEWATER SYSTEM PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS DEBT SERVICE CAPITAL EXPENDITURES TRANSFERS TOTAL 36-WASTEWATER SYSTEM	149,337 38,900 62,933 602,185 25,275 5,500 5,000 319,587 0 252,780 1,461,497	4,908.90 3,098.27 1,034.47 44,015.00 2,245.78 981.60 0.00 0.00 0.00 42,130.00 98,414.02	55,998.39 21,918.41 31,719.57 472,576.33 21,005.03 5,647.19 0.00 354,291.00 9,959.70 231,715.00 1,204,830.62	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	93,338.61 16,981.59 31,213.43 129,608.67 4,269.97 147.19) 5,000.00 34,704.00) 9,959.70) 21,065.00 256,666.38	37.50 56.35 50.40 78.48 83.11 102.68 0.00 110.86 0.00 91.67 82.44
TOTAL EXPENDITURES	1,517,640	105,072.52	1,255,228.39	0.00	262,411.61	82.71

REVENUE OVER/(UNDER) EXPENDITURES 0 23,493.47 209,830.64 0.00 (209,830.64) 0.00

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

705-WASTEWATER

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	1,374,804	123,821.05	1,128,481.30	0.00	246,322.70	82.08
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	1,632.63	13,326.09	0.00	1,673.91	88.84
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	120,336	2,507.00	318,794.00	0.00 (198,458.00)	264.92
705.00.5753.000 SEWER TAP FEE	5,000	600.00	4,307.00	0.00	693.00	86.14
705.00.5762.000 INTEREST EARNED	2,500	5.31	150.64	0.00	2,349.36	6.03
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,517,640	128,565.99	1,465,059.03	0.00	52,580.97	96.54
TOTAL REVENUE	1,517,640	128,565.99	1,465,059.03	0.00	52,580.97	96.54

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

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% OF YEAR COMPLETED: 83.33

715-ELECTRIC FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,954,363	409,376.81	3,998,990.34	0.00	955,372.66	80.72
TOTAL REVENUES	4,954,363	409,376.81	3,998,990.34	0.00	955,372.66	80.72
EXPENDITURE SUMMARY						
00-TRANSFER OUT TRANSFERS TOTAL 00-TRANSFER OUT	0 0	0.00	0.00	0.00	0.00	0.00
	U	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION PERSONNEL SERVICES TOTAL 12-ADMINISTRATION	77,005	7,725.92 7,725.92	57,298.65 57,298.65	0.00	19,706.35 19,706.35	74.41
PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS DEBT SERVICE CAPITAL EXPENDITURES TRANSFERS TOTAL 37-ELECTRIC DEPT.	482,695 89,000 161,575 30,342 13,750 2,937,791 24,868 40,631 157,500 939,206 4,877,358	56,397.23 1,679.06 4,113.81 2,308.81 945.39 180,154.72 1,007.09 2,622.04 9,287.81 78,267.16 336,783.12	422,736.45 33,750.61 102,467.36 11,474.06 9,955.02 2,402,432.44 12,222.10 66,851.79 43,249.35 782,671.60 3,887,810.78	0.00 0.00 48.66 0.00 0.00 0.00 0.00 0.00 5,080.00 0.00 5,128.66	59,958.55 55,249.39 59,058.98 18,867.94 3,794.98 535,358.56 12,645.90 26,220.79) 109,170.65 156,534.40 984,418.56	87.58 37.92 63.45 37.82 72.40 81.78 49.15 164.53 30.69 83.33 79.82
TOTAL EXPENDITURES	5 4,954,363	344,509.04	3,945,/109.43	5,128.66	1,004,124.91	79.73

REVENUE OVER/(UNDER) EXPENDITURES 0 64,867.77 53,880.91 (5,128.66) (48,752.25) 0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

715-ELECTRIC FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	9,500	750.00	6,390.00	0.00	3,110.00	67.26
715.00.5744.000 PENALTIES	40,000	4,831.15	31,674.93	0.00	8,325.07	79.19
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751 000 ELECTRICITY SALES	3,488,861	296,489.70	2,411,246.01	0.00	1,077,614.99	69.11
715.00.57524000 CHANGE IN ELECTRIC DEPOS	0	0.00	0.00	0.00	0.00	0.00
715.00.5755.000 SURCHARGE	150,000	13,011.53	101,192.82	0.00	48,807.18	67.46
715.00.5757 000 PCA (POWER COST ADJ)	459,502	94,286.03	648,251.42	0.00 (188,749.42)	141.08
715.00.5762.000 INTEREST	6,500	8.40	235.16	0.00	6,264.84	3.62
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5770,000 SALES TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5991,000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	800,000	0.00	800,000.00	0.00	0.00	100.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,954,363	409,376.81	3,998,990.34	0.00	955,372.66	80.72
TOTAL REVENUE	4,954,363	409,376.81	3,998,990.34	0.00	955,372.66	80.72

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

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% OF YEAR COMPLETED: 83.33

720-REFUSE FUND FINANCIAL SUMMARY

REVENUE OVER/(UNDER) EXPENDITURES

CURRENT CURRENT YEAR TO DATE LATOT BUDGET % YTD BUDGET PERIOD ACTUAL ENCUMBERED BALANCE BUDGET REVENUE SUMMARY 00-REVENUE 510,058 45,578.51 435,334.80 0.00 74,723.20 85.35 TOTAL REVENUES 510,058 45,578.51 435,334.80 0.00 74,723.20 85.35 EXPENDITURE SUMMARY 32-REFUSE DEPT. PERSONNEL SERVICES 0 0.00 0.00 0.00 0.00 0.00 CONTRACTS & PROF. SVCS 397,232 32,912.99 298,291,23 0.00 98,940.77 75.09 CONST. MATL./TOOLS/EOUP 110,426 9,202.16 92,021.60 0.00 18,404.40 83.33 MAINTENANCE 0 0.00 0.00 0.00 0.00 0.00 UTILITIES 2,400 200.00 2,000.00 0.00 400.00 83.33 PERSONNEL RELATED ITEMS 0 0.00 0.00 0.00 0.00 0.00 CAPITAL EXPENDITURES 0 0.00 0.00 0.00 0.00 0.00 TRANSFERS 0.00 0.00 0.00 0.00 0.00 TOTAL 32-REFUSE DEPT. 510,058 42,315.15 392,312.83 117,745.17 0.00 76.92 35-WATER DEPT. SUPPLIES 0.00 0.00 0.00 0.00 0.00 TOTAL 35-WATER DEPT. 0.00 0.00 0.00 0.00 TOTAL EXPENDITURES 510,058 42,315.15 392,312.83 0.00 117,745.17 76.92

3,263.36

43,021.97

0.00 (

43,021.97)

0.00

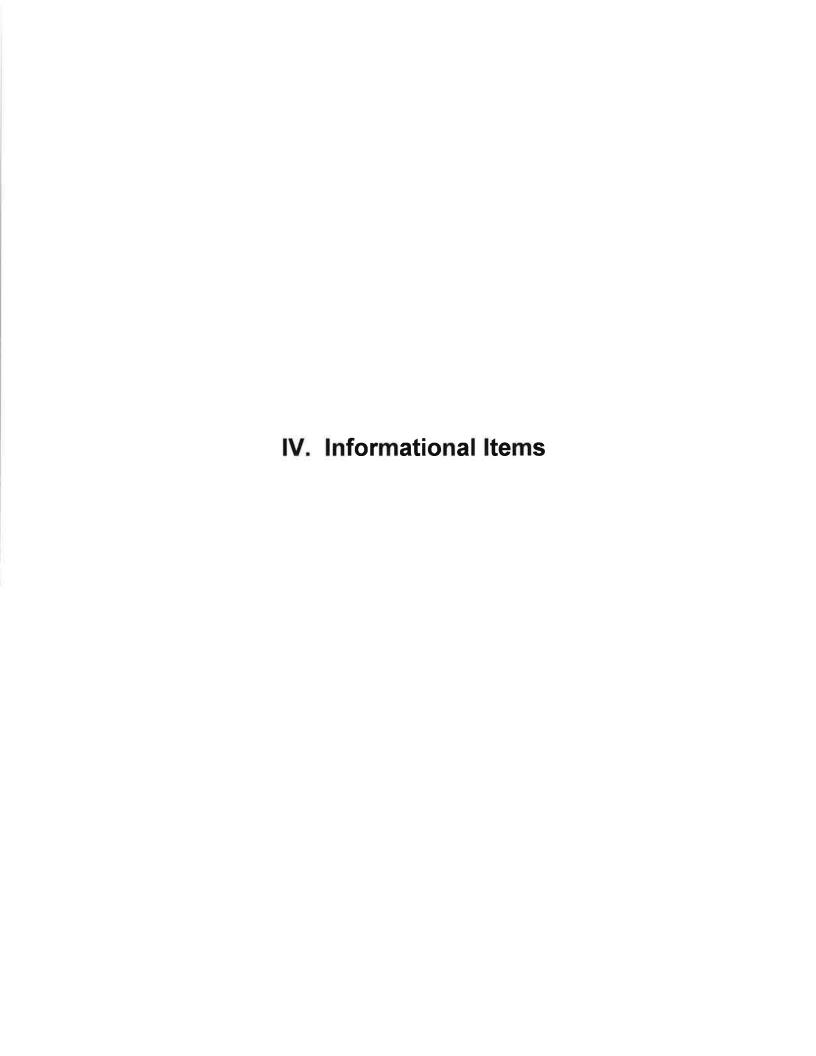
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CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

720-REFUSE FUND

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	533.15	4,673.66	0.00	2,826.34	62.32
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	234,297	21,737.86	203,609.86	0.00	30,687.14	86,90
720,00.5752.000 COMMERCIAL TRASH COLLECT	182,691	15,273.55	150,504.10	0.00	32,186.90	82.38
720.00.5755.000 RECYCLE	79,436	7,387.95	70,392.68	0.00	9,043.32	88.62
720.00.5755.001 RECYCLE FRANCHISE FEE	6,134	646.00	6,154.50	0.00 (20.50)	100.33
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	0	0.00	0.00	0.00	0.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	510,058	45,578.51	435,334.80	0.00	74,723.20	85.35
TOTAL REVENUE	510,058	45,578.51	435,334.80	0.00	74,723.20	85.35



Agenda Section	Informational Items
Section Number	IV.A
Subject	City Amenities Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

Agenda Section	Informational Items
Section Number	IV.B
Subject	Farmersville Community Development Board (Type B)
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Agenda Section	Informational Items
Section Number	IV.C
Subject	FEDC Farmersville Economic Development Board (Type A)
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	Minutes Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

CITY OF FARMERSVILLE FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION MINUTES June 17th, 2021, 6:30 P.M. COUNCIL CHAMBERS, CITY HALL 205 S. Main Street Farmersville. TX 75442

CALLTO ORDER

The Farmersville EDC met in regular session on June 17th, 2021 at 6:30 p.m. in the City Hall Council Chambers with the following board members present: Robbie Tedford, Matt Crowder, Jason Lane, Elise Bobitt and Randy Rice.

RECOGNITION OF CITIZENS AND VISITORS

Special guest recognized Daphne Hamlin City Accountant, Councilman Terry Williams, Greg Last with EDP Best Practices.

PUBLIC COMMENT

No Comment

BUSINESS ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

MEETING MINUTES FOR MAY 20th, 2021

- Motion to approve made by Mr. Rice.
- Second was made by Mr. Crowder.
- All board members approved.

FARMERSVILLE ECONOMIC DEVELOPMENT CORP. 4A FINANCE BUDGET REPORT MAY2021.

- Motion to approve made by Mr. Rice.
- Second was made by Mr., Crowder.
- All board members approved

REGULAR AGENDA

CONSIDER, DISCUSS AND ACT UPON EDC ACTION PLAN REPORT FROM GREG LAST

Mr. Lane went over the last meeting discussing training opportunities. Reached out to Mr. Last to go over and discuss further. Discussed trying to knock out website and hopefully discuss some of these items tonight. Our Budget workshop is tonight and what we choose to do there could have a significant impact to our budget.

Mr. Last listened to the last meeting and read the minutes and got a sense of your discussion and understand what you are struggling through. Think I can help and provide guidance and answer your questions. Just want to clarify some things that were discussed in the last EDC meeting. Believe there are some commingling of terms and definitions.

Mr. Last talking about the database and City websites. I do not do website I provide EDC content. Challenge now is we have no data. As it relates to website and sites and building inventory. This does not relate to data.

Sites and building inventory can be done on spreadsheet. You do not need a 3rd party website designer. There are very few cities that try to do their own GIS mapping as it relates to real

estate. You can do list as you have done in the past. I have done similar projects for City of Princeton and City of Melissa. Also, can have module pulled in that a 3r party has already prepared. There are a lot of EDC's that have LoopNet. I have a list of providers and real estate. Database for real estate is more for inventory not a database.

Website couple things I suggest get a design in what is called "open platform". Encourage the open platform on the EDC website. Word press is basically free to use however you want. Reason I recommend if you hire someone you do not want to have a preparatory website.

Mr. Crowder our EDC website is tied to the City website. I talked with other EDC's and asked how they do things. Another thought is at what point do you move away and have your own website away from the city website and be more independent. Do you have a recommendation on that?

Mr. Last I review a lot of EDC websites one of the worst things I see they have no information no way to go back to the City. My recommendation since we are small is to do them jointly. City website is just as important as EDC website. Create a common website usually a City will grow into that position. Create a unique URL to point to your page on the website. Farmersvillebusiness.com and direct to website. When customer clicks on that it will go straight to EDC page and bypass City page. A dedicated URL is the way to go. Incorporate with the City to share cost and maintain.

Mr. Crowder reviewed the available URL and farmersvilletxbusiness.com is available.

Mr. Rice, we should get farmersvilletxbusiness.com and farmersvilletexasbusiness.com. That way if searched we would get exposure.

Mr. Last stated on the budget presented on the very end of the budget was to look for an economic development coordinator. This position is between a full-time director and admin. They will not have all the certifications and not paid near as much for a full-time director and admin. Coordinator manages all the EDC functions. I can review the budget and find the middle ground to accommodate for that position. Do not have to go into this level of detail. My Intent was to show you were all the items that will happen in the future. Looks overwhelming but you will only use 20% of items.

Mr. Lane stated the big thing we are struggling with we have data that needs to be maintained, updated, looking at proposals. There are some of those things we are struggling with who and how does it get done. A full time EDC director with 20 years' experience is over kill but someone to answer the phone is not enough. We are somewhere between the two. At one time you mentioned somebody that is not an economic person but someone who is invested in the community and has been here a long time. What I can tell based on the workload it seems a parttime position. Just a couple days a week. Seems to make a lot more sense to me. One thing that was not spelled out in the sample budget was, what is the pay range. I know a lot goes into the budget, but just from your professional experience what do you think it would run.

Mr. Last stated in 40k range. We talked about on the salary information. TEDC does a salary survey on everyone in economic development. I can get a copy and give it to you.

Mr. Lane thinks that would be some good information for the board. Board has had a lot of discussion on this position for a long time. It seems to make most sense to go the interim step. Think having the data from TEDC will be helpful. LoopNet and other commercial real estate would be interested in what they can provide.

Ms. Bobitt stated she feel LoopNet is very underrepresented.

Mr. Crowder stated it is not free you must pay for listings.

Mr. Last stated place available listing on website feels brokers will help keep it updated. Nothing more important but to know what is available. Who owns etc.? Should be easy to maintain 40-50 sites.

Mr. Last, you talked about someone getting out there and bringing in business. I think the productivity is better closer to home. If you get your resources together and communicate with brokers west of the city that is what starts generating the leads. Most things come local.

Mr. Lane stated I know we wanted to talk about training. We have a couple of the options available on previous documents you sent. Just my initial first stab "Ramping up your ED program" would be appropriate. Then "business retention" now sure we have done a good job.

Mr. Last stated helping business you already have is better marketing.

Mr. Last stated there are some things in ramping up that are mundane, (budgets, basic marketing). This board is past that you have a lot of experience.

Mr. Lane asked if the board is wanting to go with "Ramping up your ED Program and "Business Retention".

Mr. Tedford stated it will be worth our time to start there I like to see the board move forward.

- Motion to approve made by Mr. Rice training on "Ramping up your ED Program" and "Business Retention".
- Second was made by Mr. Tedford.
- All board members approved.

Mr. Lane stated we will sort out the timing. My preference would be a normal meeting. Mr. Lane stated the first two will benefit the board.

Ms. Bobitt may be start earlier for training.

Mr. Crowder stated Mr. Last budget is helpful, but do you have a excel that you can share.

Mr. Last yes, a little protective but will send if it will be helpful. Just another thought need job description.

Ms. Bobitt confused on site summary.

Mr. last stated a site summary is not a true data base. Sites and building inventory. Zoning land use, plan acreage. Not interactive you are able to download.

Ms. Bobitt what is the cost to develop that content sites and building.

Mr. Last stated usually 100 per site.

UPDATE ON FAÇADE GRANT APPLICATION

Mr. Crowder visited with Mr. Acevedo he is currently working in the back of the building, reported a lot of construction is underway, electrical, ducting, plumbing a lot of good progress. One of the futures is to remove stucco from the front of the building, bring it back to a brick façade, not under this grant, hopefully in the future.

Mr. Lane, our attorney reviewed the façade grant and according to the attorney's legal opinion expenses under the current grant as written are not allowable for an ADA lift. Suggest that Mr. Acevedo was notified that these expenses are not allowed.

Mr. Crowder, Mr. Acevedo is aware that the ADA lift is not allowed in this façade grant.

BUDGET WORKSHOP

See attachment "A" for 2021-2022 proposed budget.

EXECUTIVE SESSION

- Discussion of matters permitted by the Texas Government Code:
 - o Section 551.087. Deliberation regarding Economic Development Matters:
 - Project Jedi Force

Convene at @ 7:30 p.m.

Reconvene @ 8:30 p.m.

No action taken.

ADJOURNMENT

Mr. Lane adjourned the meeting at 9:05 p.m.

ATTEST:

Randy Rice, Secretary

APPROVE:

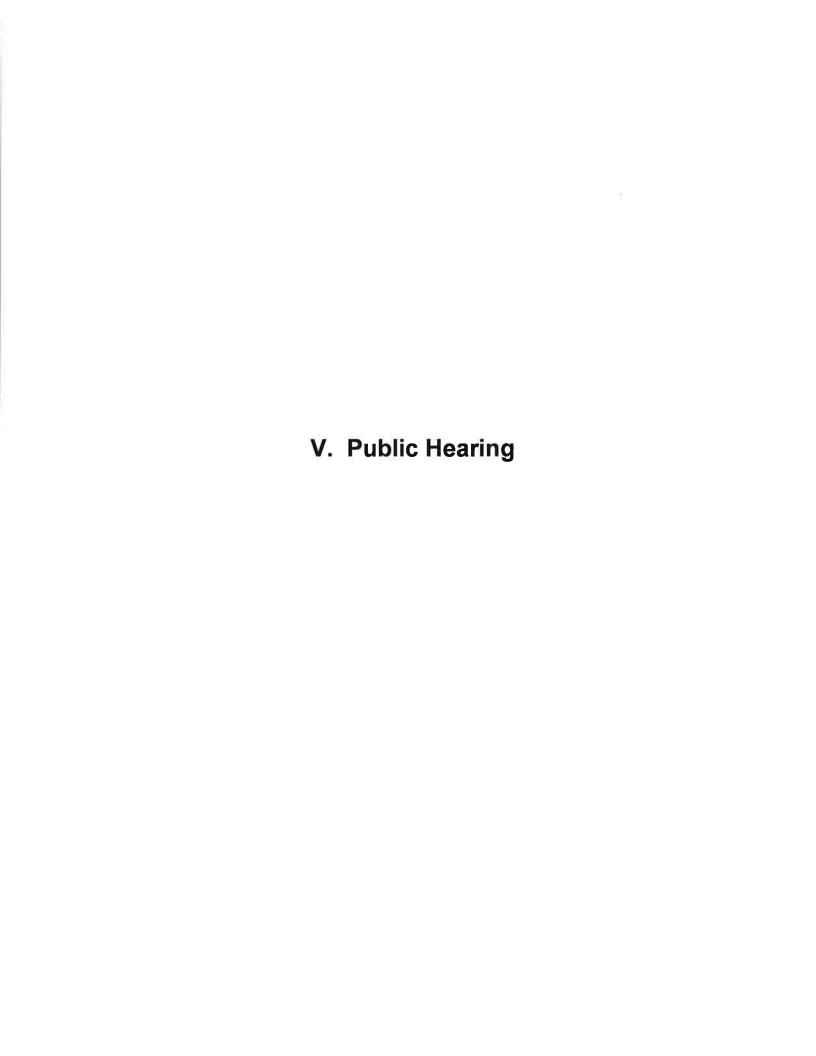
Jason Lane, Chairman

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/ci
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

Agenda Section	Informational Items	
Section Number	IV.E	
Subject	Parks & Recreation Board	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	August 24, 2021	
Attachment(s)	Possible Council Liaison Report	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action 	

Agenda Section	Informational Items	
Section Number	IV.F	
Subject	Planning & Zoning Commission	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	August 24, 2021	
Attachment(s)	Possible Council Liaison Report	
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action 	

Agenda Section	Informational Items
Section Number	IV.G
Subject	TIRZ Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action



Agenda Section	Public Hearing	
Section Number	V.A	
Subject	Public hearing to consider, discuss and act on the request by Explorer Pipeline Company ("Explorer"), an Entity with Eminent Domain Authority, to Obtain a Fifty-Foot (50') Wide Petroleum Pipeline Easement Together With a Twenty-Five Foot (25') Wide Temporary Work Space Upon, Over, Under and Across Public Land Owned by the City of Farmersville That is Designated as Parkland, Which Parkland is Generally Located in Hunt County, Texas in an area East of County Road 1098, south of County Road 1098, west of County Road 1132, and north of County Road 1101, for the Construction and Installation of One Petroleum Pipeline for the Benefit of Explorer and Accompanying Ordinance #O-2021-0824-001.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	August 24, 2021	
Attachment(s)	 O-2021-0824-001 Explorer Pipeline ROW Easement Agreement Appraisal 	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 	

CITY OF FARMERSVILLE ORDINANCE #O-2021-0824-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE. TEXAS, MAKING FINDINGS REQUIRED CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE REGARDING EXPLORER PIPELINE COMPANY'S REQUEST TO CONSTRUCT AND INSTALL ONE PETROLEUM PIPELINE UPON, OVER. UNDER. AND ACROSS A PORTION OF CITY OF FARMERSVILLE PARK LAND GENERALLY LOCATED IN HUNT COUNTY, TEXAS IN AN AREA EAST OF COUNTY ROAD 1098, SOUTH OF COUNTY ROAD 1098, WEST OF COUNTY ROAD 1132, AND NORTH OF COUNTY ROAD 1101; APPROVING THE GRANT OF PERMANENT UNDERGROUND RIGHT-OF-WAY **EASEMENT** UNDER AND ACROSS SUCH PARK LAND TO EXPLORER PIPELINE COMPANY IN EXCHANGE FOR THE PAYMENT OF FAIR MARKET VALUE FOR SAID PIPELINE EASEMENT; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ON BEHALF OF THE CITY OF FARMERSVILLE, TEXAS ALL NECESSARY DOCUMENTS FOR THE CONVEYANCE OF EASEMENTS FROM THE CITY OF FARMERSVILLE TO EXPLORER PIPELINE COMPANY: PROVIDING FOR SEVERABILITY; PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Explorer Pipeline Company, a Delaware corporation, ("EPL"), a pipeline company with eminent domain authority, has requested a pipeline right-of-way and easement from the City of Farmersville upon, over, under and across certain land owned by the City of Farmersville that is designated as parkland, which parkland is generally located in Hunt County, Texas in an area east of County Road 1098, south of County Road 1098, west of County Road 1132, and north of County Road 1101 ("Park Land"), for the construction and installation of one petroleum pipeline for the benefit of EPL; and

WHEREAS, in order to construct the petroleum pipeline it is necessary to obtain a fifty-foot (50') wide petroleum pipeline easement upon and across those portions of the Park Land as depicted and described generally on Exhibit A ("Easement") attached hereto and incorporated herein by reference; and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing regarding the use or taking of public park land, after which public hearing the governing body must determine that no feasible and prudent alternative to the use or taking of public park land exists, and that the proposed use or taking includes all reasonable planning to minimize the harm to the land as a park resulting from the use or taking proposed; and

WHEREAS, Notice of the Public Hearing was duly served and published in conformity to Chapter 26 of the Texas Parks and Wildlife Code; and

WHEREAS, the City Council held a public hearing on August 24, 2021, regarding EPL's proposed petroleum pipeline project extending upon, over, under and across the Park Land during which all interested persons had the opportunity to testify and present relevant evidence before City Council.

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

SECTION 1: FINDINGS

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

SECTION 2: DETERMINED: THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO PROJECT

The City Council of the City of Farmersville, Texas, after public notice and public hearing as required by law, and upon due deliberation and consideration of all testimony and information submitted during said public hearing, has determined that there is no feasible and prudent alternative to the location of the proposed petroleum pipeline and accompanying easement upon, over, under and across the Park Land in a manner consistent with Exhibit A, attached hereto.

SECTION 3: DETERMINED: PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM

The City Council of the City of Farmersville, Texas has further determined that the proposed petroleum pipeline project extending upon, over, under and across the Park Land includes all reasonable planning to minimize harm to the use of the Park Land as a park, which harm may result from such use.

SECTION 4: APPROVAL TO CONVEY EASEMENTS

The City Council of the City of Farmersville hereby agrees to allow the conveyance of the petroleum pipeline right-of-way and easement extending upon, over, under and across the Park Land to EPL for the construction of one petroleum pipeline on said Park Land in a location consistent with Exhibit A conditioned upon City's receipt of fair market value payment therefor from EPL.

SECTION 5: DIRECTION TO PREPARE AND EXECUTE EASEMENTS

The City Council of the City of Farmersville authorizes the City Manager and the City Attorney to draft and execute a petroleum pipeline easement upon, over, under and across said Park Land consistent with the locations indicated on Exhibit A, attached hereto.

SECTION 6: SEVERABILITY CLAUSE

If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 7: PENALTY CLAUSE

It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Farmersville to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 8: NO VESTED INTERESTS

That no developer or property owner shall acquire any vested interest in this Ordinance or specific regulations contained herein. The ordinance, and the subsequent site plans (if any) and regulations may be amended or repealed by the City Council of the City of Farmersville, Texas, in the manner provided by law.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of Farmersville and shall become effective upon such publication.

[Signatures begin on following page]

PASSED on first and only reading on the 24th day of August 2021, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 24th day of August 2021.

	APPROVED:	
	Bryon Wiebold, Mayor	
ATTEST:		
Sandra Green, TRMC City Secretary		

Exhibit ADepiction and Description of Easement Area

(Consisting of following two pages.)

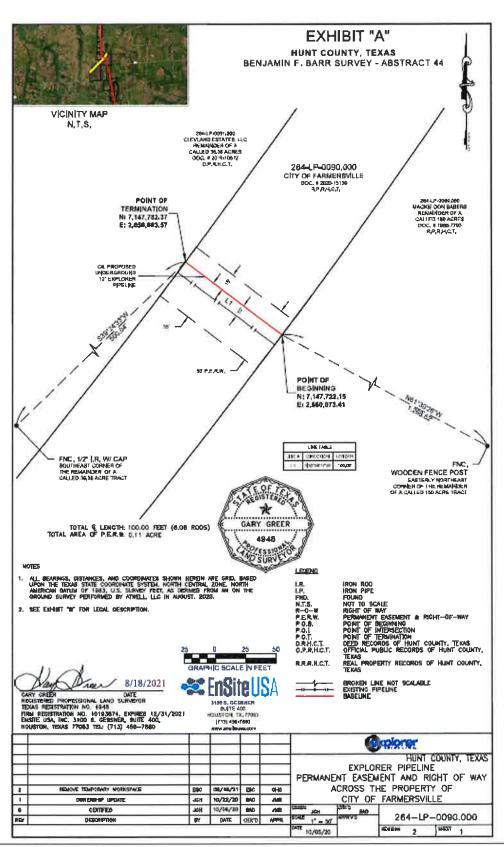


EXHIBIT "B"



264-LP-0090.000 CITY OF FARMERSVILLE

PERMANENT UNDERGROUND EASEMENT AND RIGHT OF WAY

STATE OF TEXAS COUNTY OF HUNT

Baseline description of a fifty-foot (50') wide Permanent Underground Easement and Right of Way being within a tract of land situated in the Benjamin F. Barr Survey, Abstract 44, Hunt County, Texas and being under and through a tract of land conveyed to City of Farmersville, and described by an instrument recorded under Document 2020-15139 of the Real Property Records of Hunt County, Texas (R.P.R.H.C.T.) The sidelines of said fifty-foot (50') Permanent Underground Easement and Right of Way being situated thirty-five feet (35') on the southerly side and fifteen feet (15') on the northerly side of the berein described baseline and lengthened or shortened to meet the boundary lines of said subject tract. (SEE EXHBIT "A" FOR FURTHER CLARIFICATION). Said baseline being more particular described as follow:

COMMENCING at a wooden fence post found for the easterly northeast corner of the remainder of a called 150 acre tract described by an instrument recorded under Document Number 1988-7793 of the R.P.R.H.C.T.

THENCE North 61° 30° 26" West, a distance of 1,268.62 feet to the POINT OF BEGINNING of the herein described baseline description on the northwesterly line of said 150 acre tract. Said POINT OF BEGINNING having coordinates of North: 7,147,722.15 and East: 2,660,073.41

THENCE the following one (1) call:

 North 52° 58' 17" West, a distance of 100.00 feet to the POINT OF TERMINATION on the southeasterly line of the remainder of a called 36.36 acre tract of land described by instrument recorded under Document Number 2019-10572 of the Official Public Records of Hunt County, Texas (O.P.R.H.C.T.), having coordinates of North: 7,147,782.37 and East: 2,659,993.57, from which a 1/2-inch Iron Rod with Cap found at the southeast corner of the remainder of said 36.36 acre tract bears South 39° 24' 33" West, a distance of 500.04 feet.

Said baseline being 100.00 Feet, or 6.06 Rods. Area of permanent easement and right of way being 0.11 acre.

All coordinates, bearings and distances shown herein are grid, based upon Texas Coordinate System, Texas North Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on ground survey performed by Arwell, LLC conducted on August 2020.

For reference and further information see EXHIBIT "A" drawing number 264-LP-0090.000, Revision 2, same date.

8/18/2021 Date: GARY GREER

Gary Greer Registered Professional Land Surveyor

Texas Registration Number 4948

Firm Registration Number 10193874, Expires 12/31/2021

EnSite USA, Inc. 3100 S. Gessner, Suite 400 Houston, Texas 77063 (713) 456-7880

ALL RIGHTS RESERVED & ENSITE USA 2021

Page 1 of 1

UNDERGROUND RIGHT-OF-WAY EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS:
YOU MAY REMOVE OR STRIKE YOUR SOCIAL SECURITY
NUMBER AND YOUR DRIVER'S LICENSE NUMBER FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE
PUBLIC RECORDS

State of Texas §

County of Hunt §

- 1. For the sum of TEN and 00/100 U.S. Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned landowners, **City of Farmersville**, a Texas municipal corporation, herein called "GRANTOR" (whether one or more), having an address of 205 South Main Street, Farmersville, Texas 75442, hereby grants, bargains, sells, assigns and conveys to **Explorer Pipeline Company**, a Delaware corporation, herein called "EPL", having an address of 6120 S Yale Ave., #1100, Tulsa, Oklahoma 74136, its grantees, successors and assigns, a fifty foot (50') wide permanent and perpetual UNDERGROUND EASEMENT AND RIGHT-OF-WAY, herein called "ROW" without any warranty or guarantee of suitability of the premises for EPL's intended purpose or any other purpose subject to the following rights and responsibilities contained in this Agreement:
 - 1.1. The right at any time subject to the conditions that the surface of the ROW shall not be disturbed, that all earth-disturbing activities within and about the ROW shall be performed entirely underground, and the additional conditions set forth herein below to survey, install, lay, construct, operate, inspect (including via aerial patrol), protect, cathodically protect, test, maintain, repair, renew, substitute, replace, relocate within the ROW, abandon in place and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves, fittings, meters, traps, electrical support equipment and corrosion control equipment, for the transportation of petroleum products and any by-product or derivative thereof, whether liquids, gases, solids, or mixtures of any or all thereof collectively, the "Permitted Substances", at a location and on a subsurface route only under, across and through a strip of land in Hunt County, Texas, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein.
 - 1.2. EPL expressly agrees that its installation of a pipeline under the former railroad track embankment area which is now being used by GRANTOR as a public park containing a public hike and bike trail shall be by directional bore and that no excavation shall occur within the GRANTOR's Property. The angle of the pipeline crossing beneath Grantor's Property shall be no less than ninety degrees (90°).
 - 1.3. Construction, maintenance operation, use, and removal of the pipeline shall not endanger the safety or condition of GRANTOR's Property in any way, and the pipeline shall be laid at a minimum depth of thirteen feet (13') below the bottom of the base of the former railroad track embankment area that is now being used as a public park containing a hike and bike trail and at a minimum depth of ten feet (10') below ground level at all other points on the Property.
 - 1.4. 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

nearest edge of GRANTOR's hike and bike trail. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. EPL agrees in the interest of the integrity and support of the former railroad track embankment area that is now being used by GRANTOR for and as a public park for a hike and bike trail that the minimum wall thickness of the pipe shall be 0.5 inches across GRANTOR's property.

- 1.5. EPL shall at NO TIME have any right to use any part or portion of the surface of the ROW or any other part or portion of GRANTOR's Property for any other purpose it being specifically understood and agreed by and between GRANTOR and EPL that GRANTOR's property is City-owned park land that is used as a hike and bike trail.
- 2. GRANTOR shall at all times have the continuing right to fully use and enjoy the surface of the ROW for a hike and bike trail. GRANTOR agrees that no impoundment of water, reservoir, pond, excavation, fence, parking lot, deck, patio, shed, or well shall be placed within or upon the ROW, and there shall be no alteration of the ground surface or grade of the ROW, without the prior written consent of EPL. GRANTOR agrees that EPL may, subject to EPL providing GRANTOR at least 90 days' advance written notice, except in the event of an unforeseen emergency, and in all events after receiving GRANTOR's advance written consent temporarily restrict access to the ROW from time to time as may be necessary for security purposes to perform maintenance, repairs, or other modifications, or for other purposes related to the proper and efficient operation of EPL's underground pipeline.
- 3. GRANTOR shall retain all the oil, gas, and other minerals in, on and under the ROW; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the ROW, but it will be permitted to extract the oil, gas, and other minerals from and under the ROW by directional drilling and other means, provided the drill bit enters the ROW at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not injure, endanger or interfere with the exercise of the rights and easements herein granted, and do not damage or interfere with the safe and efficient operation of any pipeline.
- 4. The compensation paid by EPL includes the market value of the ROW, the GRANTOR's preparation of an independent appraisal as required by Texas law, and any and all damages to GRANTOR'S remaining property.
- 5. EPL, by acceptance hereof, agrees to bury any pipeline laid hereunder together with any and all appurtenances related thereto so it will not interfere with the GRANTOR's use of the above-described land and the former railroad tracks embankment area for and as a public park containing a public hike and bike trail. EPL agrees to pay GRANTOR for actual damages to the former railroad tracks embankment area, the hike and bike trail and all appurtenances thereto, and any landscaping, seating, rest area, fences, buildings and other chattels on said land which are directly or indirectly caused by EPL's exercise of the rights herein granted, including damage caused during ingress and egress, provided after the pipeline has been laid.
- 6. GRANTOR covenants with and warrants to EPL that to the best of GRANTOR's knowledge and understanding GRANTOR is the owner in fee of said above-described land. However, title to the above-described land was conveyed to GRANTOR by and through a Quitclaim Deed. Therefore, 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 GRANTOR's Property, and others) and the right of GRANTOR to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. GRANTOR does not warrant title and EPL accepts the rights granted herein and shall make no claim against GRANTOR for deficiency of title.

- 7. EPL 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 advance written consent of the GRANTOR.
 - 7.1 EPL 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 EPL's use and occupancy thereof, EPL shall at is sole cost and expense clean all of Grantor's Property affected thereby to the satisfaction of any governmental body having jurisdiction thereover.
 - EPL 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 GRANTOR's Property and shall furnish satisfactory evidence of such compliance upon request of GRANTOR. IF, AS A RESULT OF EPL'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, REGULATION, REQUIREMENT, DECREE. CONSENT JUDGMENT, PERMIT, OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY EPL, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS, OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE PROPERTY COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE, AND/OR GROUND CONTAMINATION), EPL SHALL INDEMNIFY AND SAVE HARMLESS GRANTOR 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 NATURE WHATSOEVER, INCLUDING LEGAL FEES, AND COURT COSTS IMPOSED UPON OR INCURRED BY GRANTOR, CAUSED BY, RESULTING FROM, OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.
 - 7.3 FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, EPL AGREES TO INDEMNIFY AND SAVE HARMLESS GRANTOR 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 GRANTOR'S EMPLOYEES OR PROPERTY, OR TO EPL OR EPL'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, OR RELATED TO, THE USE OF THE GRANTOR'S PROPERTY COVERED BY THIS AGREEMENT BY EPL AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, AND CONTRACTORS.
 - 7.4 FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, EPL FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE.
- 8. EPL AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL LOSSES OF OR DAMAGES TO PROPERTY OR INJURIES TO OR DEATH OF ANY PERSON CAUSED BY EPL'S ACTIVITY WITHIN THE ROW, UNLESS SUCH LOSS, DAMAGE, INJURY OR DEATH RESULTS FROM THE WILLFUL MISCONDUCT,

NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GRANTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, TENANTS, LICENSEES, INVITEES, HEIRS, SUCCESSORS, OR ASSIGNS.

- 9. This Agreement shall be binding upon the heirs, devisees, executors, administrators, tenants, mortgagees, successors and assigns of the parties hereto. The rights and easements herein granted may be assigned by EPL subject to the written consent of the GRANTOR, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, EPL may assign the rights and easements herein granted, in whole or in part, without the consent of GRANTOR, to any: (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, EPL, (ii) entity to whom EPL has assigned all or substantially all of its assets, or (iii) bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust. There is no automatic provision for reversion in the event of abandonment. At EPL's discretion, the underground assets may be purged of all product and sealed, and may be abandoned in place. The rights and easements granted herein are appurtenant to and constitute a covenant running with the land described on Exhibit A.
- 10. The waiver or failure to enforce any provision of this agreement by either GRANTOR or EPL, or the waiver of a breach or violation of any provision of this agreement by either party, shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, the same or any other provision of this agreement.
- 11. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement which shall be binding on the parties notwithstanding that the parties are not signatories on the same counterpart.
- 12. All notices, statements, demands, and other communications given pursuant to this agreement will be in writing and will be delivered in person, by overnight delivery, or by certified or registered mail, postage prepaid, to the respective party at the addresses set forth herein.

TO HAVE AND TO HOLD said rights and right-of-way, easements, estates, and privileges unto EPL, its successors and assigns, in perpetuity and GRANTOR does hereby agree to warrant and defend said ROW unto EPL and its successors and assigns.

IN WITNESS WHEREOF,	GRANTOR has executed this instrument this	day of
2021.		

GRANTOR
City of Farmersville, a Texas municipal corporation

Ву:		
Name:		
Title:		

EXPLORER PIPELINE COMPANY

By:	_
Name: Allan Dye	
Title: ROW Project Manager	

ACKNOWLEDGMENTS

	· · · · · · · · · · · · · · · · · · ·
THE STATE OF	§ § §
	§
COUNTY OF	§
	knowledged before me on, 2021, by asof City of Farmersville, a Texas municipa
corporation, on behalf of said non-pr	ofit corporation.
[SEAL]	Printed Name:
	Notary Public in and for the State of
	My Commission Expires:
	Commission No.:
THE STATE OF OKLAHOMA	§ § §
COUNTY OF TULSA	§
This instrument was acknow	rledged before me on, 2021, by Allan Dye , a
ROW Project Manager of Explo corporation.	rer Pipeline Company, a Delaware corporation, on behalf of said
[SEAL]	Printed Name:
	Notary Public in and for the State of
	My Commission Expires:
	Commission No.:

After Recording Return to: ELCO Land Services 5601 NW 72nd Street, Suite #212A Oklahoma City, Oklahoma 73132 ATTN: ROW Dept.

Exhibit A

Legal Description and Depiction of Easement Area
(Consisting of following two pages.)

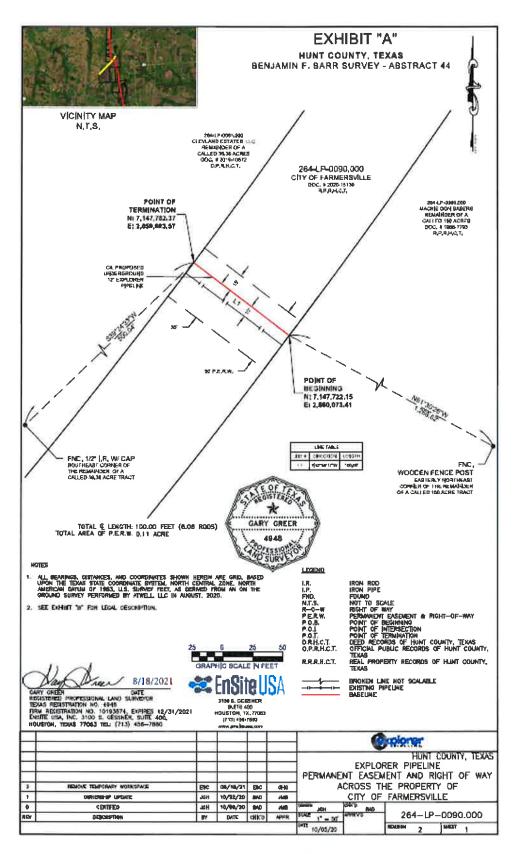


EXHIBIT "B"



264-LP-0090 000 CITY OF FARMERSVILLE

PERMANENT UNDERGROUND EASEMENT AND RIGHT OF WAY

STATE OF TEXAS COUNTY OF HUNT

Baseline description of a fifty-foot (50') wide Permanent Underground Easement and Right of Way being within a tract of land situated in the Benjamin F. Barr Survey, Abstract 44, Hunt County, Texas and being under and through a tract of land conveyed to City of Farmersville, and described by an instrument recorded under Document 2020-15139 of the Real Property Records of Hunt County, Texas (R.P.R.H.C.T.) The sidelines of said fifty-foot (50') Permanent Underground Easement and Right of Way being situated thirtyfive feet (35") on the southerly side and fifteen feet (15") on the northerly side of the berein described baseline and lengthened or shortened to meet the boundary lines of said subject tract. (SEE EXHIBIT "A" FOR FURTHER CLARIFICATION). Said baseline being more particular described as follow:

COMMENCING at a wooden fence post found for the easterly northeast corner of the remainder of a called 150 acre tract described by an instrument recorded under Document Number 1988-7793 of the

THENCE North 61° 30' 26" West, a distance of 1,268.62 feet to the POINT OF BEGINNING of the herein described baseline description on the northwesterly line of said 150 acre tract. Said POINT OF BEGINNING having coordinates of North: 7,147,722.15 and East: 2,660,073.41

THENCE the following one (1) call:

1) North 52° 58' 17" West, a distance of 100.00 feet to the POINT OF TERMINATION on the southeasterly line of the remainder of a called 36.36 acre tract of land described by instrument recorded under Document Number 2019-10572 of the Official Public Records of Hunt County, Texas (O.P.R.H.C.T.), having coordinates of North: 7,147,782.37 and East: 2,659,993.57, from which a 1/2-inch Iron Rod with Cap found at the southeast corner of the remainder of said 36.36 acre tract bears South 39° 24' 33" West, a distance of 500.04 feet,

Said baseline being 100.00 Feet, or 6.06 Rods. Area of permanent easement and right of way being 0.11 acre.

All coordinates, bearings and distances shown herein are grid, based upon Texas Coordinate System, Texas North Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on ground survey performed by Atwell, LLC conducted on August 2020.

For reference and further information see EXHIBIT "A" drawing number 264-LP-0090.000, Revision 2, same date.

> 8/18/2021 Date:

Gary Green

Registered Professional Land Surveyor

Texas Registration Number 4948

Firm Registration Number 10193874, Expires 12/31/2021 EnSite USA, Inc. 3100 S. Gessner, Suite 400 Houston, Texas 77063 (713) 456-7880

ALL RIGHTS RESERVED @ ENSITE USA 2021

GREE 4948

APPRAISAL REPORT

CHAPARRAL RAILS TO TRAILS - ABANDONED RAIL CORRIDOR SOUTH OF COUNTY ROAD 1091, EAST OF COUNTY ROAD 1098
CELESTE, TEXAS 75423
CBRE GROUP, INC. FILE NO. 21-361RW-0147-1

CITY OF FARMERSVILLE

CBRE

T 214-979-6100 F 214-979-6395

www.cbre.com

May 10, 2021

Mr. Benjamin L. White, P.E., CPM City Manager/Public Works Director CITY OF FARMERSVILLE 205 South Main Street Farmersville, Texas 75442

RE:

Appraisal of: Chaparral Rails to Trails - Abandoned Rail Corridor

South of County Road 1091, East of County Road 1098

Celeste, Hunt County, Texas

CBRE, Inc. File No. 21-361RW-0147-1

Dear Mr. White, P.E., CPM:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 16.13-acre (702,706 sq. ft.) tract of vacant land located south of County Road 1091 and east of County Road 1098 in Celeste, Texas. The subject property is a portion of a larger corridor that is currently being utilized as Northeast Texas Trail which is a 130+ mile multiuse trail traversing 19 rural towns and seven counties. Explorer Pipeline intends to acquire a portion of the site for a pipeline easement.

Based on the analysis contained in the following report, the appraiser's opinion of total compensation is concluded as follows:

CONCLUDED MARKET VALUE			
	Market Value	Compensation	
Larger Parcel (Land and Affected Improvements)	\$153,235		
Part(s) Being Acquired		\$784	
Remainder Before Consideration of Damages	\$152,45 1		
Remainder After Consideration of Damages	\$152,45 1		
Net Damages or Benefits		\$0	
Temporary Easements		\$57	
Total Compensation		\$841	

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal problem, as applied to the subject, is to determine the property's market value. "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W.2d 808 (Tex. 1954)

The intended use and user of our report are specifically identified in our report as agreed upon in my contract for services and/or reliance language retained in the appraiser's workfile. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

The report is not the appraisal but is the reporting of the appraisal to the named client or named intended user. Anyone else who attempts to rely on an appraisal report that is not a named user may be misled by the report. If you are not the client, you have no way of knowing if a later appraisal was done that replaces this report. Any changes will result in a different report date. Accordingly, this document may no longer contain the appraisers' opinions. Any subsequent reports, with a later report date, voids this document even to the client or intended user.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

Mark Sadler Vice President TX-1380142-G Allison Jackson, RWA, R/W-AC

Vice President TX-1380451-G

Subject Aerial with Acquisition Overlay



Aerial View of Subject and Acquisition



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ADDENDA

- A Land Sale Data Sheets
- **B** Project Information
- C Subject Information
- **D** Qualifications



Certification

We certify to the best of our knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- 4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Texas.
- 7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 9. As of the date of this report, Mark Sadler and Allison Jackson, have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- 10. Mark Sadler has not made a personal inspection of the property that is the subject of this report. Allison Jackson has made a personal inspection of the property that is the subject of this report.
- 11. No one provided significant real property appraisal assistance to the persons signing this report.
- 12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
- 13. Mark Sadler and Allison Jackson have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Mark Sadler

TX-1380142-G

Allison Jackson, RWA, R/W-AC

TX-1380451-G



Executive Summary

	INTRODUCT	ION		
CBRE File No.:	21-361RW-0147-1			
Date of the Report	May 10, 2021			
Effective Date	April 27, 2021			
Valuation Date Type	Current			
Client	City of Farmersville, its employe	es, age	ents, and assigns	
Client Name	City of Farmersville			
Representative	Mr. Benjamin L. White, P.E., CPA	۷, City	Manager/Public Works D	rector
Address	205 South Main Street			
	Farmersville, TX 75442			
Parcel Number	264-LP-0090.00			
Subject Location	South of County Road 1091, East Outside Celeste, Hunt County, T		ounty Road 1098	
Owner	City of Farmersville			
Legal Description	Part of the Benjamin Barr Survey	, Abstr	act No. 44, Hunt County	, Texas
Assessor IDs (Impacted Only)	217957; 217958			
Property Rights Appraised	Fee Simple Estate subject to exis	tina er	ncumbrances	
Rights Being Acquired	Easement	g	icompianeos	
Current Use of Subject	Land			
Highest and Best Use				
As Vacant	Transportation or trail corridor			
As Improved	The subject is vacant land			
of Acquisition	As part of the Whole Property			
Estimated Exposure Time	9 - 18 Months			
Buyer Profile	Owner-User			
	LAND ARE	AS		
Whole Property	16.13	AC	702,623 SF	
Fee Area	16.13	AC	702,623 SF	
Part Acquired				
264-LP-0090.00	0.11	AC	4,792 SF	
Total Acquired in Fee	0.00	AC	0 SF	
Total Acquired in Easement	0.11	AC	4,792 SF	
Remainder Property				
Fee Area Remaining	16.02	AC	697,831 SF	
264-LP-0090.00	0.11	AC	4,792 SF	
Remainder Total Size	16.13	AC	702,623 SF	
Temporary Workspace Easeme	ent 0.06	AC	2,614 SF	
	CONCLUDED MAR	RKET	VALUE	
			Market Value	Compensation
Larger Parcel (Land and Aff	ected Improvements)		\$153,235	
Part(s) Being Acquired	•			\$784
Danabia da a Dafa sa Casada	r: (D		¢150.451	

	Market Value	Compensation
Larger Parcel (Land and Affected Improvements)	\$153,235	
Part(s) Being Acquired		\$784
Remainder Before Consideration of Damages	\$152,451	
Remainder After Consideration of Damages	\$152,451	
Net Damages or Benefits		\$0
Temporary Easements		\$57
Total Compensation		\$841



SALIENT POINTS

- The subject is a 16.13-acre (702,706 sq. ft.) tract of vacant land located south of County Road 1091 and east of County Road 1098 in Celeste, Texas. The subject property is a portion of a larger corridor that is currently being utilized as Northeast Texas Trail which is a 130+ mile multi-use trail traversing 19 rural towns and seven counties. Explorer Pipeline intends to acquire a portion of the site for a pipeline easement.
- As noted above, the subject property is part of a larger corridor. As such, the Across the Fence (ATF) method is the valuation methodology utilized in this assignment. ATF assumes that the value of the corridor is similar to the value of the adjacent properties. The Across the Fence (ATF) method rule holds that a given parcel is worth about the same as similar neighboring land. The ATF approach generates "fee simple" value for a parcel. That is, it ignores any special use of the land that may create additional value. ATF methodology is based on the concept of alternative use as assignable land segments within the overall corridor. ATF is the Sales Comparison Approach modified to the degree that shape, size, topography, and access are disregarded. ATF is considered an appropriate valuation approach in the appraisal of transportation corridors. ATF land values are typically multiple by an assemblage factor or corridor enhancement factor to conclude at an appropriate value estimate. This methodology is explained in further detail herein.



EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis." ²

The use of extraordinary assumptions and hypothetical conditions may affect assignment results.

SPECIAL ASSUMPTIONS

EXTRAORDINARY ASSUMPTIONS: uncertain information; could alter conclusions

- We have relied on tax records for the land area size utilized in this assignment and we assume this size to be correct.
- The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, the appraiser has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property. The use of this assumption may affect the assignment results.
- A soils analysis for the site has not been provided for the preparation of this appraisal. In the
 absence of a soils report, it is a specific assumption that the site has adequate soils to support the
 highest and best use.
- It is assumed that any underground improvements or other improvements which are not visible to
 the appraiser will not be impacted by the project. Any impact to such improvements will require
 modification of this analysis or separate agreement between the property owner and the client.
- The valuation herein assumes the corridor is not encumbered by any easements that would have a measureable impact on value.
- We assume that the City of Farmersville, through any duly authorized entity or subsidiary of the company, holds fee simple title for the entire length of the corridor.

HYPOTHETICAL CONDITIONS: contrary to what is known but used for purpose of analysis

- The value of the remainder after the acquisition is subject to the Hypothetical Condition that, as of the effective date of appraisal, the proposed project has been constructed according to the specifications provided by the client.
- Certain elements of damage cannot be considered in the appraisal of the remainder although these elements may reduce the value of the remainder tract. This is in accordance with State v. Schmidt, 867 S.W. 2d 769, 781 (Tex. 1993), wherein the Supreme Court ruled that damages due to diversion of traffic, circuitry of travel, increased noise, reduced visibility to passers byes, and inconvenience due to construction activities are non-compensable and are thus not considered in the valuation of the remainder. See also Texas Property Code, Chapter 21, Subchapter C, Section 21.042 (d).

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¹ The Appraisal Foundation, USPAP

² The Appraisal Foundation, USPAP

IDENTIFICATION OF THE SUBJECT

The subject is a 16.13-acre (702,706 sq. ft.) tract of vacant land located south of County Road 1091 and east of County Road 1098 in Celeste, Texas. The subject property is a portion of a larger corridor that is currently being utilized as Northeast Texas Trail which is a 130+ mile multiuse trail traversing 19 rural towns and seven counties. Explorer Pipeline intends to acquire a portion of the site for a pipeline easement.

Identification of the Larger Parcel

The value of a property cannot be estimated without a determination of the property to be appraised. In some cases, multiple tax parcels are utilized together in one use or a larger tract of land may be legally, economically and physically divisible into smaller economic units. The three tests to determine the "larger parcel" to be valued in an appraisal are:

- Unity of Title control by a single entity, individual, or group. Title is largely a legal question.
- Unity of Use an integrated highest and best use separate from surrounding land. Multiple
 tracts can have the same use but be separate tracts, such as platted lots. Use is an economic
 question that is dependent upon supply and demand, availability of substitutes and other
 economic principles.
- Proximity contiguous tracts or proximate tracts that are used together. Subordinate to Unity
 of Use.

As noted previously, the subject property is part of a large multi-county corridor. For the purposes of this assignment, the subject identified for valuation purposes of this assignment is 16.13 acres, or 702,623 square feet of land that is under the same owner and use.

OWNERSHIP

Title to the subject was most recently conveyed on September 08, 2020 via a Quitclaim Deed as recorded in Hunt County records Deed No. 2020-15139. The sale price is unknown. It is unknown if the transaction was either arm's-length or atypically motivated. To the best of our knowledge, there has been no other ownership transfers during the previous three years. The summary of ownership information is listed in the table below.

OWNERSHIP SUMMARY		
	Current	
Owner:	City of Farmersville	
Date Purchased:	Sep 8, 2020	
Purchase Price:	Not disclosed	
Legal Reference	Deed No. 2020-15139	
County/Locality Name:	Hunt	
Pending Sale:	No	
Change of Ownership - Past 3 Years	Yes	
Compiled by CBRE		



OWNER CONTACT

The appraiser attempted to establish contact with Mr. Benjamin (Ben) White, the representative of the property, via telephone leaving a voicemail. The phone call was not returned. Thus, the appraiser inspected the subject on April 27, 2021 from the nearest right of way.

OWNER AND CONTACTS		
Owner Name	City of Farmersville	
Owner Address	205 South Main Street	
Owner City, State, Zip	Farmersville, Texas 75442	
Primary Contact	Benjamin (Ben) White, P.E., CPM	
Owner Address	(972) 782-6151	
Contact Email	b.white@farmersvilletx.com	
Occupancy	Vacant	
ompiled by CBRE		

FURNITURE, FIXTURES AND EQUIPMENT (PERSONAL PROPERTY)

No items of personal property were noted in the acquisition area.



Scope of Work

	APPRAISAL ASSIGNMENT
Guidance	- The analyses, opinions and conclusions were developed based on,
	and this report has been prepared in conformance with, the guidelines
	and recommendations set forth in the Uniform Standards of
	Professional Appraisal Practice (USPAP), USPAP reporting Standard 2-2,
	and the requirements of the Code of Professional Ethics and Standards
	of Professional Appraisal Practice of the Appraisal Institute.
	Toyon Branchi, Code Title 4 Chapter 21 Subshapter A
Project Name	- Texas Property Code, Title 4, Chapter 21, Subchapter A - Exterior Pipeline Project
Intended User	
intended Oser	 This appraisal is to be used by City of Farmersville, and no other user may rely on our report unless as specifically indicated in the report.
Intended Use	- This report is intended only for use in conjunction with property
	acquisition for the proposed project. No other use or user of the report
	is permitted by any other party for any other purpose. Dissemination of
	this report by any party to any non-intended users does not extend
	reliance to any such party, and CBRE will not be responsible for any
	unauthorized use of or reliance upon the report, its conclusions or
	contents (or any portion thereof). Parties who receive or might receive a
	copy of the appraisal are not necessarily intended users. The
	appraiser's responsibility is to the intended users identified in the report
	not to all readers of the appraisal report.
Market Value Definition	- "Market Value is the price which the property would bring when it is
	offered for sale by one who desires, but is not obligated to sell, and is
	bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for
	which it either is or in all reasonable probability will become available
	within the reasonable future." City of Austin v. Cannizzo, 267 S.W.2d
	808 (Tex. 1954)
Across the Fence (ATF)	In corridor valuation, a value opinion based on comparison with
	adjacent lands including the consideration of adjustment factors such as
	market conditions, real property rights conveyed, and location. (The
	Dictionary of Real Estate Appraisal, 5th ed., 3) If, in the appraiser's
	opinion, the highest and best use of the site is for continued corridor
	operation, then ATF methodology is the correct approach to the used.
	(Rahn, "Across the Fence Methodology for Valuation of Corridors, 272)
Ca!	
Corridor	"A strip of land used for transportation or transmission purposes (e.g.,
	rail, highway, power, information, slurries, liquids). (Appraisal Institute,
	The Dictionary of Real Estate Appraisal, 5th Edition, 47); Corridor is a
	long, narrow strip of land or property rights for which the highest and
	best use is to provide an economic or social benefit by making it
	possible to connect important end points, and sometimes serve
	intermediate points along the way, or providing passage through an



CLIENT

The client is the City of Farmersville.

INTEREST APPRAISED

	INTERESTS APPRAISED
Fee Simple Estate	Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 90
Easement	The right to use another's land for a stated purpose. Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 71
Temporary Easement	An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interes in the land reverts to the owner. Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 231

The interest appraised includes the value of the rights to the fee owner, considering existing easements, encumbrances, and restrictions. The value of any mineral estate is excluded from this valuation, unless otherwise stated.

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

The subject corridor was identified via aerial map. The length of the subject property was approximated by tax records provided by the Hunt County Appraisal District. The width of the corridor was estimated by aerial mapping and the survey provided by the client. Photos of areas along the corridor were taken and are presented within this report. Inspections were conducted as follows:

Mark Sadler did not personally inspect the subject. Allison Jackson personally inspected from the nearest point along a public right of way on April 27, 2021.

Effective Date

The effective date is the most recent date of inspection.



Type and Extent of the Data Researched

The appraiser reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

Type and Extent of Analysis Applied

The appraiser analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. This is the foundation of the Across the Fence (ATF) methodology. The steps required to complete this approach are discussed in the methodology section.

Data Resources Utilized in the Analysis

DATA SOURCES			
ltem:	Source(s):		
Site Data			
Whole Property	Tax Records		
Acquisition Size	Survey of Acquisition		
Remainder Size	Whole property less the acquisition		
Floodplain	FEMA		
Zoning	Not Zoned		



Subject Photographs







View looking northeast along the trail

Corridor Analysis

As noted previously, the subject property is part of a larger corridor that is an abandoned railroad and is currently being utilized as Northeast Texas Trail. Northeast Texas Trail is a 130+ mile multi-use trail traversing 19 rural towns and seven counties. An overall map of the trail is shown below.



The length, width and location of the corridor make it marketable to a variety of potential users which may employ it for transmission of rail traffic, communications data, private and public utilities, or public trails. The corridor has been in place for an extended period of time, predating any land use controls instituted by both national and local governments.



Neighborhood Analysis



LOCATION

The subject is located in an unincorporated area within the northwest portion of Hunt County.



BOUNDARIES

The neighborhood boundaries are detailed as follows:

North: Hunt County line South: US Highway 380 East: US Highway 69 West: Hunt County line

LAND USE

Land uses within the subject neighborhood consist primarily of agricultural and rural residential/ranchette type uses. The immediate area surrounding the subject is a new area of development with much of the development being constructed between 1990 and 2010.

GROWTH PATTERNS

Growth patterns have occurred along primary commercial thoroughfares such as US Highway 380 and US Highway 69.

ACCESS

Primary access to the subject neighborhood is provided by US Highway 380 and US Highway 69 along with numerous County Roads. Access to the neighborhood from the Dallas Central Business District is somewhat limited due to the location of Lake Lavon and Lake Ray Hubbard, which are located between the Dallas Central Business District and the neighborhood.



DEMOGRAPHICSSelected neighborhood demographics for the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS						
South of County Road 1091, East of County Road 1098 Celeste, TX 75423	1 Mile Radius	3 Mile Radius	5 Mile Radius			
Population						
2025 Total Population	104	1,206	4,602			
2020 Total Population	96	1,125	4,318			
2010 Total Population	61	900	3,712			
2000 Total Population	51	773	3,249			
Annual Growth 2020 - 2025	1.61%	1.40%	1.28%			
Annual Growth 2010 - 2020	4.64%	2.26%	1.52%			
Annual Growth 2000 - 2010	1.81%	1.53%	1.34%			
Households						
2025 Total Households	35	435	1,637			
2020 Total Households	32	405	1,535			
2010 Total Households	21	328	1,328			
2000 Total Households	17	279	1,151			
Annual Growth 2020 - 2025	1.81%	1.44%	1.30%			
Annual Growth 2010 - 2020	4.30%	2.13%	1.46%			
Annual Growth 2000 - 2010	2.14%	1.63%	1.44%			
Income						
2020 Median Household Income	\$78,066	\$75,909	\$66,819			
2020 Average Household Income	\$96,820	\$92,493	\$84,036			
2020 Per Capita Income	\$34,218	\$32,681	\$30,031			
2020 Pop 25+ College Graduates	10	110	494			
Age 25+ Percent College Graduates - 2020	14.5%	13.6%	16.0%			
Source: ESRI						

CONCLUSION

As show in the table above, the population within the subject neighborhood has shown increases over the last 20 years and continued growth is expected. The neighborhood currently has an upper-middle income demographic profile with a 2020 estimate average household income of \$84,036 within a five-mile radius. The outlook for the neighborhood is for average performance with continued success over the next several years as indicated by the projected area population growth and household increases listed above. As a result, the demand for existing and proposed development is expected to be good.



TAX MAPS







FLOOD PLAIN MAP





RAILROAD COMMISSION MAP





Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS							
Physical Description							
Gross Site Area		16.13 Acres	702,623 Sq. Ft.				
Primary Road Frontage		County Road 1098	135 Feet				
Secondary Road Frontage		County Road 1091	135 Feet				
Average Depth		100 Feet					
Shape		Near Rectangular					
Topography		Generally Level					
Primary Traffic Counts (24 hrs.)		County Road 1098	None Available				
Secondary Traffic Counts (24 hrs.)		County Road 1091	None Available				
Zoning District		Not Zoned					
Flood Map Panel No. & Date		48231C0125G	January 6, 2012				
Flood Zone		Zone X (Unshaded)					
Flood Notes	AREA OF MINIMAL FLOOD HAZARD						
Comparative Analysis		Rating					
Access		Below Average					
Visibility		Below Average					
Functional Utility		Below Average					
Traffic Volume		Below Average					
Adequacy of Utilities		Below Average					
Landscaping		Below Average					
Utilities		<u>Provider</u>	Availability				
Water	Hickory Creek SUD (10809)		Yes				
Sewer	None Availab	ole	No				
Natural Gas	Atmos Energy	/	Yes				
Electricity	Oncor Electric	С	Yes				
Telephone	AT&T through various providers		Yes				
Other	<u>Yes</u>	No	<u>Unknown</u>				
Detrimental Easements		X					
Encroachments		X					
Deed Restrictions		Х					

SHAPE AND FRONTAGE

As noted previously, the subject property is a part of a large corridor. As a result, the subject property has a long and narrow shape with frontage along two county roads. The entire corridor has frontage along multiple thoroughfares within the neighborhood.



INGRESS/EGRESS

The subject is a portion of the Northeast Texas Trail. As such, the subject does not have driveway access, rather it has trail access. As noted previously, the corridor is accessible from a multiple of points along the route, as it is crossed several times by public roadways.

TOPOGRAPHY AND DRAINAGE

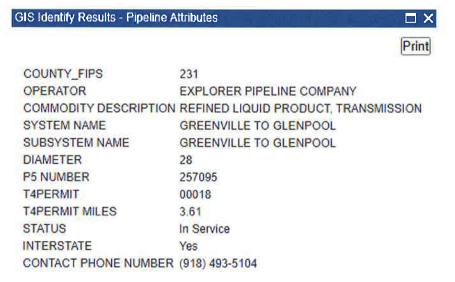
The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems and assume that none exist.

FLOOD ZONE

We are not experts in determining flood zone elevations and we were not provided with a flood zone certificate for the subject. The reader is encouraged to consult with a professional engineer to determine the subject's actual flood zone status. Based on our review of FEMA Flood Panel No. 48231C0125G, dated January 6, 2012, the subject property appears to be in Zone X, which is a low risk area.

EASEMENTS AND ENCROACHMENTS

A title document was not provided. According to the railroad commission map presented previously, there is an existing pipeline diagonally traversing the subject property. The attributes of this pipeline are shown below.



There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use.



COVENANTS, CONDITIONS AND RESTRICTIONS

A title document was not provided. There are no known covenants, conditions or restrictions impacting the subject that are considered to affect the marketability or highest and best use.

ENVIRONMENTAL ISSUES - SITE

The appraiser is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements. The existence of such substances may affect the value of the property. No hazardous substances which would affect value were noted by the appraiser (see Assumptions and Limiting Conditions).

CONCLUSION

Based on the subject's long and narrow shape resulting from its use as a corridor, the site is suitable for a very limited number of uses.



Zoning

The subject property is located in an unincorporated portion of Hunt County; thus, it is not subject to any zoning requirements.



Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes, and does not include any furniture, fixtures or equipment.

TAX INFORMATION				
Assessor Account ID(s)	217957; 217958			
Tax Year	2020			
Assessed Land Acres	16.1319 AC			
Assessed Land SF	702,706 SF			
Assessor Land Value	\$152,060			
Assessor Total Market Value	\$152,060			
Assessor Land Value/SF	\$0.22			
Tax Rate	1.934432			
Total Taxes	\$2,941			
	Based on our anlaysis, the assessed value appears to be low.			

It is reiterated that the subject property is a portion of a larger corridor spanning multiple tax accounts and multiple appraisal districts. Further, it is noted that the tax information shown above is for 2020 which is the year the property conveyed to the current owner, the City of Farmersville, which is a tax-exempt entity. The local Assessor's methodology for valuation is based upon mass appraisal techniques.



Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

There are two highest and best use considerations for this assignment: the highest and best use of the corridor and the highest and best use of the adjacent land from the corridor derives its value.

CORRIDOR HBU

The value of the corridor is based upon the highest and best use of the corridor as vacant. The existence of the corridor is a legal use, especially considering that it was assembled for a rail line in a time which little use controls affected real estate and the line currently runs through areas that are rural, in which few land use controls are exercised. As a transportation corridor, the land is assumed to be legally permissible along all portions of the route.

Physically, the corridor is a long and narrow strip of land. The shape of the corridor lends itself to one of two primary uses: either as a corridor to connect endpoints, or as an assemblage with neighboring parcels.

In the case of the subject, the railroad has been discontinued and abandoned. In the later part of the 20th century and early decades of the 21st century, the number and length of rail lines systems in North America have diminished as unprofitable segments are abandoned and rail companies eliminated duplicate lines after mergers and acquisitions of competitors. Due to its abandonment, a maximally productive use would likely be either lesser corridor uses such as public trails or neighboring owners would be the most likely buyers. Under this abandonment scenario, the land is often less valuable than an operating corridor because the market for long, narrow strips of land is limited. The positioning of the corridor mostly away from street frontage and its relatively narrow width constrain its use as buildable redevelopment property. This would indicate that the highest and best use is as a transportation or trail corridor.

ATF HBU

The land value within the corridor is a function of the value of the land adjacent to the route. This Across the Fence (ATF) methodology contemplates the value of the adjacent land in its highest and best use on the premise that if the corridor were to be assembled, it must be carved out of the surrounding lands.



This appraisal is conducted as high-level overview of the markets through which the corridor runs. It is impractical to analyze the highest and best use of a multitude of properties adjacent to the corridor. Accordingly, the highest and best use of lands along the corridor are:

- 1. primarily consistent with the current and apparent land uses as determined by aerial photography and personal inspection of appraisers along the route;
- 2. in keeping with the legally permissible uses allowed by zoning;
- 3. analyzed by the neighborhood and not by the property.

The highest and best use of neighboring lands where the corridor passes through rural areas, is observed to be mostly agricultural and rural residential/ranchette type uses.

AS IMPROVED

The subject property is vacant land. As such, an analysis as improved is not necessary.



Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

- The appraiser analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The sales comparison approach for land is utilized to develop an opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production..
- The 'summation method' for valuation of a partial acquisition is utilized, as is required in the State of Texas. Total compensation is estimated as the value of the partial acquisition, plus



damages to the remainder (which may be offset by special benefits), plus any necessary costs to cure and temporary easements if they are part of the scope of the assignment.

We searched public and private databases for sales data in the area.

As noted previously, the Across the Fence (ATF) method is the valuation methodology utilized in this assignment. ATF assumes that the value of the corridor is similar to the value of adjacent properties. The Across the Fence (ATF) rule holds that a given parcel is worth about the same as similar neighboring land. The ATF approach generates a "fee-simple" value for a parcel. That is, it ignores any special use of the land that might create additional value.

ATF methodology is based on the concept of alternative use as assignable land segments within the overall corridor. ATF is the Sales Comparison Approach modified to the degree that shape, size, topography, and access are disregarded. ATF is considered an acceptable valuation approach in the appraisal of transportation corridors.³ ATF land values are usually multiplied by an assemblage factor or corridor enhancement factor (new texts have identified this factor as being the "Corridor valuation method") to conclude at an appropriate value estimate.

It is worth noting here that the fee simple interest of the subject property is appraised, and unified fee at that. This means that all interests and title are valued together. In reality, the leased fee valuation of the property may be different from the fee simple value because of the terms of existing leases. This appraisal follows the so-called unit rule which includes the valuation of all rights of any parties who may have an interest (such as tenants, life estate holders, remaindermen, leaseholders, etc.) in the subject as one. The exception is consideration of existing easement encumbrances.

³ DOT v. SPTCo (Southern Pacific Railroad Intelligent Network of Telecommunications (Sprint)) (OR App)749 p.2d 1233





ATF Land Value

Land sales along the corridor were sourced from public and private sources. Extensive sales research was done in the immediate market area (between Merit and Celeste), as well as in the broader market. The sales were then pared down to sales most representative of the properties adjacent to the existing corridor. In addition, we used the sales adjacent or close to the corridor to determine a typical site size for the market. This survey of sales indicated an average site size of 20.00 acres, or 871,200 square feet which was utilized in our search for applicable comparables and is shown in the grid below.

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable. A detailed description of each transaction is included in the addenda.

LAND SALES ADJUSTMENT GRID							
	Subject	Comp No. 1	Comp No. 2 Robert O.	Comp No. 3	Comp No. 4	Comp No. 5	
Grantor		Cleveland Estates, LLC	Dillender and Sherry L. Phillips Dillender	Paul Wesley Carreker	LJ Homes, LLC	Cleveland Estates, LLC	
Grantee		Amelia Castro Ayala and Jose Santos Ayala	Brian Elliot Passino	Jeremy Keith Hogan	Chris and Kyla Doyle	Kent C. Davenport and Sandra W. Davenport	
Date of Sale		Aug-20	Aug-20	Jul-20	Apr-20	Jul-19	
Address	South of County Road 1091, East of County Road 1098	E/L of County Road 1098, North of County Road 1101	W/L of County Road 1105, South of County Road 1101	W/L of County Road 1091, South of County Road 1092	4094 County Road 1104	E/L of County Road 1098, South of Count Road 1091	
City, State	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	
Gross Acres	20.00	11.54	23.10	13.00	11.05	11.54	
Gross Square Feet	871,200	502,682	1,006,062	566,280	481,207	502,682	
Actual Sale Price		\$103,000	\$221,750	\$125,000	\$117,500	\$109,000	
Adjusted Sale Price 1		\$103,000	\$221,750	\$125,000	\$117,500	\$109,000	
Unit Price	Per Acre	\$8,925	\$9,600	\$9,615	\$10,633	\$9,445	
Property Rights Conveyed Financing Conditions of Sale							
Market Conditions (Time)	5%	4%	4%	4%	5%	9%	
Adjusted \$/Acre		\$9,282	\$9,984	\$10,000	\$11,165	\$10,295	
Location			-5%	-5%			
Size		-5%		-5%	-5%	-5%	
Shape Topography/Flood Zoning/Use Utilities				10%			
Net Adjustment		-5%	-5%	0%	-5%	-5%	
Indicated Unit Value Estimated Unit Value Corridor Enhancement F Indicated Corridor Value		\$8,818	\$9,485	\$10,000 \$9,500 1.00 \$9,500	\$10,607	\$9,780	
Compiled by CBRE				4,,000			

The following map summarizes the comparable data used in the valuation of the subject site. It is reiterated that a detailed description of each transaction is included in the addenda.





DISCUSSION OF ADJUSTMENTS

Based on our comparative analysis, the following discussion summarizes the adjustments warranted to each comparable.

CONDITIONS OF SALE/FINANCING

All sales were indicated to be cash-to-seller transactions or financed by a third party at market terms and none appeared to occur under duress. As such, no adjustments for cash equivalency were necessary. In addition, the sales reflected arm's length transactions; therefore, no adjustments for conditions of sale were warranted.

MARKET CONDITIONS

An upward adjustment was applied to each sale at a rate of generally 5% per year to reflect improving market conditions since the date of sale and the effective date of value.

LOCATION

Location can have a significant influence on value. Land Sales 1, 4 and 5 are considered similar with regard to location compared to the subject and no adjustments were required. Land Sales 2 and 3 are considered superior with regard to location compared to the subject based on these sites being located along paved County Roads while the subject is located along gravel County Roads.

SIZE

Land Sales 1, 3, 4 and 5 are adjusted downward for their smaller sizes compared to the subject. Land Sale 2 is considered similar in size compared to the subject and no adjustment was required.

SHAPE

The subject property has a long and narrow shape based on its use as a corridor. However, the Across the Fence (ATF) method holds that a given parcel is worth about the same as similar neighboring land. All of the sales are considered typical in the market with respect to shape and no adjustments for shape were required.

TOPOGRAPHY/FLOOD

Land Sales 1, 2, 4 and 5 are considered similar with regard to topography/flood and no adjustments were required. Land Sale 3 is considered inferior with regard to topography/flood compared to the subject based on the flood encumbrance. An upward adjustment was made.

ZONING/USE

No adjustments were required for zoning/use.

UTILITIES

The subject property has access to public water and electric, but lacks access to public sewer. All of the sales are considered similar with regard to utility access and no adjustments were required.



CONCLUSION

Slightly more consideration was given to Land Sales 1 and 5 based on these sales having frontage along the Northeast Texas Trail. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE							
		Total					
Fee Area	\$9,500.00	х	16.13	\$153,235.00	2=1	\$153,235	
Compiled by CBRE							

CORRIDOR VALUATION METHOD (CVM)/ ENHANCEMENT FACTOR (CEF)

The Across the Fence × corridor factor method of valuation is predicated on the belief that the corridor can be worth more than the land through which it passes, due in part to the entrepreneurial reward for assemblage and in part to the resulting economic benefits. The corridor factor does not simply represent a benefit to the buyer; rather it is the inherent physical and economic characteristics unique to the corridor that give it value. Simply stated, a "factor" is created when a buyer pays a price for a transportation or communication corridor that is significantly different from the indicated value developed from the traditional method of corridor appraisal—the ATF approach.

Corridor factors are calculated by dividing corridor sale prices by their ATF values. The value of a functional corridor is often considered by market participants to be greater than the fee simple land value of surrounding land (ATF) in its highest and best use. This is based upon the premise that the highest and best use of a functional and economic corridor that connects distant points is as continued use as a corridor. The expenditures of time and resources to assemble a corridor often requires the exercise of eminent domain or above-market payments to landowners. Therefore, the value of a corridor that connects distant population centers and has sufficient width to accommodate multiple users or uses other than what the original corridor contemplated typically has marketability to a variety of corridor users. These users could be for rail use, automobile transportation, public trails, public utilities, pipelines, telecommunications, etc. Given that the subject corridor is an abandoned railroad, a corridor enhancement factor toward the lower end of the range is appropriate. Enhancement values do not necessarily flow from a buyer advantage but also stem from the fact that assembling large parcels or additional parcels under one plot by one owner can create additional value. Applying a factor is simply a means of determining the market value of property having special value characteristics that are not enjoyed by property "across the fence."7



⁴ The Appraisal Journal, Summer 2012 - Transit Corridor Valuation: Issues and Methods p.243

⁵ The Dictionary of Real Estate Appraisal, 5th ed., 47

⁶ Corridor Valuation: An Overview and New Alternatives, 2019, p.95

⁷ Ibid

The value of the corridor is only worth what a market is willing to pay. The sale of corridors is rare. Therefore, the ATF methodology and application of a corridor enhancement factor is appropriate for the scope of this analysis. Nevertheless, the value of the corridor cannot be based upon a cost-plus model where all the costs of corridor assemblage are considered. Corridors are abandoned from time to time as they fall out of use and no alternative is presented. Maintenance of the corridor and liability of its ownership must also be balanced against the cost of assemblage. The value of an existing corridor to one user may not equate directly to the value of another corridor user because the route may not be as advantageous as alternatives that are not already assembled.

As a result, we observe a broad range of enhancement factors in the market as well as historical research. Multiple corridor sales across the North America were considered. Based on our research, we observe corridor factors that range from values of 1 (the corridor has a land value equal to if it would been as part of the neighboring land) to factors of 3 (the corridor has a value three times the value of the neighboring land). There were two sales similar to the subject found during our research. One abandoned railroad had a corridor factor over 1 while the other had a corridor factor below 1. As such, generally functional and marketable corridors that are most similar to the subject generally trade with a corridor factor of approximately 0.5 to 1.5 with an average of 1.0. Thus, considering our research, we have applied a CEF of 1.00 as shown in the previously presented valuation grid.

CORRIDOR VALUE CONCLUSION

By applying the corridor enhancement factor of 1.00 to the previously concluded ATF land value (\$/per acre), the value of the corridor is estimated to be as follows:

CONCLUDED CORRIDOR VALU	E
ATF Corridor Value (\$/AC prior to CEF)	\$9,500
Corridor Enhance Factor (CEF)	1.00
Indicated Corridor Value (\$/AC)	\$9,500
Compiled by CBRE	



Reconciliation of Value – Whole Property

The value indications from the approaches to value are summarized as follows:

SUMMARY OF VALUE CONCLUSIONS				
Land Value	\$153,235			
Cost Approach	N/A			
Sales Comparison Approach	N/A			
Income Capitalization Approach	N/A			
Compiled by CBRE	·			

The sales comparison approach for land is utilized to develop and opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production.

Based on the foregoing, the market value of the subject property before the acquisition has been concluded as follows:

VALUATION SUMMARY - WHOLE PROPERTY							
Contributory Value of Improvements (Itemized)						
Total Contributory Value of Improvements		\$0					
Contributory Land Value (Itemized)							
Fee Area (16.13 AC)	\$9,500	\$153,235					
Reconciled Final Value		\$153,235					
Compiled by: CBRE							



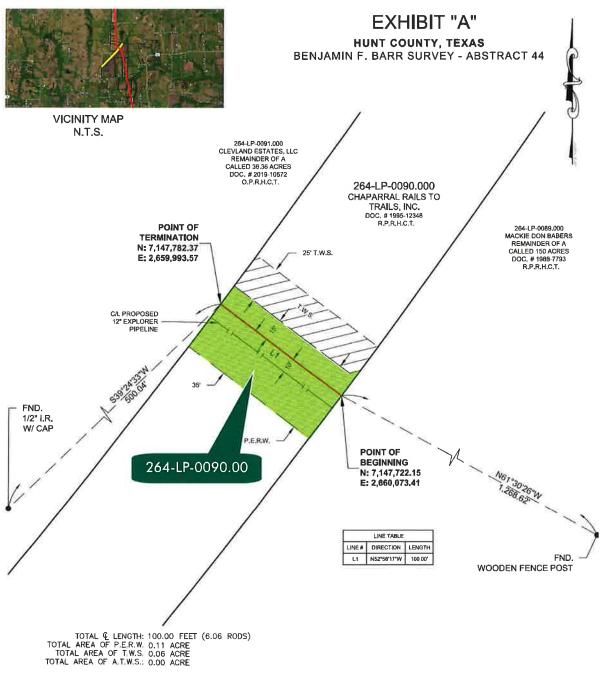
Part to be Acquired



Part to be Acquired - Aerial



DESCRIPTION AND HIGHEST AND BEST USE - PART TO BE ACQUIRED



Part to be Acquired - Survey

	ACQUISITION SUMMARY				
Parcel ID/Number	264-LP-0090.00				
Acquisition Length	About 100 linear feet				
Acquisition Width	About 50 linear feet				
Acquisition Location	Middle of the subject property				
Highest and Best Use of Acquisition Area	The acquisition does not have sufficient physical characteristics to support independent development. Therefore, its highest and best use is to serve as part of the whole property.				

ACQUISITION INTEREST							
264-LP-0090.00							
Acquisition Type	Pipeline Easement						
Rights Being Acquired	Subsurface Only						
Percent of Fee Encumbered	75% (Significant Impact)						
Balance of Rights Remaining	25%						

Acquisition Valuation

Total Acquisition Value

The value of the land is based upon its pro-rata contributory value to the whole property. Below is a summary of the land located in the Part to be Acquired:

VALUATION OF PARTIAL ACQUISITION - LAND								
Partial Acquisition	Area			Unit Value	Acquired	Unrounded	Value (Rounded)	
264-LP-0090.00	0.11	AC	х	\$9,500 x	75% =	\$783.75	\$784	
Total							\$784	
Compiled by CBRE								
	VALUATION C	F PA	RT	IAL ACQUISI	TION - TOTA	\L		
Land in Acquisition Area							\$784	
Improvements in Acquisition	on Area						\$0	

VALUATION OF THE REMAINDER BEFORE THE ACQUISITION

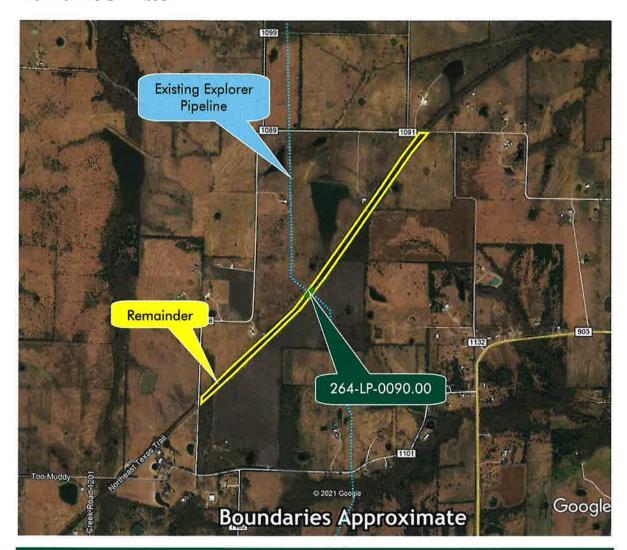
The value of the remainder before the acquisition is a mathematical computation where the value of the acquisition is subtracted from the value of the whole property. The Cost, Sales Comparison, and Income Capitalization approaches are not analyzed in the appraisal of the remainder before the acquisition. The resultant value is the remainder immediately before the acquisition, as set forth in the following table; it is compared to the value of the remainder after the taking to determine potential damages or enhancements to the remainder.

REMAINDER BEFORE VALUATION SUMMARY							
Value of Whole Property Value of Partial Acquisition Value of Remainder Before the Acqu							
\$153,235 -	\$784 =	\$152,451					



\$784

Remainder After



Remainder After Aerial

The valuation of the remainder after the acquisition takes into consideration any severance damage accruing to the remainder as a result of the condemnation. Impacts to the remainder that are considered to be community damages in the State are excluded.

The intended use of the acquisition will be in conjunction with the construction of the project.

Remainder Access

No change in access is expected as a result of the acquisition.

Market Conformance

The remainder will continue to have a long and narrow shape based on its use as a corridor. The market would likely view the remainder property in a similar manner to the whole.



The following chart summarizes the salient characteristics of the remainder property.

Physical Description	Whole Property - Befo	re Acquisition	Remainder After ti	ne Acquisition	
Gross Site Area	16.13 Acres	702,623 Sq. Ft.	16.13 Acres	702,623 Sq. Ft.	
New Easements			0.11 Acres	4,792 Sq. Ft.	
Primary Road Frontage	County Road 1098	135 Feet	County Road 1098	889 Feet	
Secondary Road Frontage	County Road 1091	135 Feet	County Road 1091	2,354 Feet	
Average Depth	100 Feet		100 Feet		
Shape	Near Rectangular		Near Rectangular		
Topography	Generally Level		Generally Level		
Primary Traffic Counts (24 hrs.)	County Road 1098	None Available	County Road 1098	None Available	
Secondary Traffic Counts (24 hrs.)	County Road 1091	None Available	County Road 1091	None Available	
Zoning District	Not Zoned		Not Zoned		
Legally Conforming Site	Yes		Yes		
Flood Zone	Zone X (Unshaded)		Zone X (Unshaded)		
Flood Notes	DD HAZARD	AREA OF MINIMAL FLOOD HAZARD			
Comparative Analysis	arative Analysis <u>Ratin</u>		<u>Rating</u>		
Access	Below Average		Unchanged		
Visibility	Below Average		Unchanged		
Functional Utility	Below Average		Unchanged		
Traffic Volume	Below Average		Unchanged		
Adequacy of Utilities	Below Average		Unchanged		
Landscaping	Below Average		Unchanged		
Drainage	Appears adequate		Unchanged		
Utilities	<u>Provider</u>	Availability			
Water	Hickory Creek SUD (10809)	Yes	Unchanged		
Sewer	None Available	No	Unchanged		
Natural Gas	Atmos Energy	Yes	Unchanged		
Electricity	Oncor Electric	Yes	Unchanged		
Telephone	AT&T through various provider	rs Yes	Unchanged		
Other	Yes No	<u>Unknown</u>	Yes No	Unknown	
Detrimental Easements	x		Х		
Encroachments	x		x		
Deed Restrictions	X		x		

HIGHEST AND BEST USE – REMAINDER PROPERTY

AS VACANT

Similar to the whole property, there are two highest and best use considerations for the remainder analysis: the highest and best use of the corridor and the highest and best use of the adjacent land from which the corridor derives its value.

CORRIDOR HBU

Similar to the whole property, the highest and best use of the corridor is as a transportation or trail corridor.

ATF HBU

Similar to the whole, the highest and best use for the neighboring properties is observed to be mostly agricultural and rural residential/ranchette type uses.

AS IMPROVED

The remainder property is vacant land. As such, an analysis as improved is not necessary.



Land Value - After

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable. A detailed description of each transaction is included in the addenda.

LAND SALES ADJUSTMENT GRID							
	Subject	Comp No. 1	Comp No. 2 Robert O.	Comp No. 3	Comp No. 4	Comp No. 5	
Grantor		Cleveland	Dillender and	Paul Wesley	IJ Homes, LLC	Cleveland	
ordino.		Estates, LLC	Sherry L. Phillips Dillender	Carreker	Li Homes, LLC	Estates, LLC	
		Amelia Castro				Kent C.	
Grantee		Ayala and Jose	Brian Elliot	Jeremy Keith	Chris and Kyla	Davenport and	
o.u.iico		Santos Ayala	Passino	Hogan	Doyle	Sandra W.	
		•				Davenport	
Date of Sale		Aug-20	Aug-20	Jul-20	Apr-20	Jul-19	
	South of County	E/L of County	W/L of County	W/L of County		E/L of County	
Address	Road 1091, East	Road 1098,	Road 1105,	Road 1091,	4094 County	Road 1098,	
	of County Road	North of County			Road 1104	South of Count	
	1098	Road 1101	Road 1101	Road 1092		Road 1091	
City, State	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	Celeste, TX	
Gross Acres	20.00	11.54	23.10	13.00	11.05	11.54	
Gross Square Feet	871,200	502,682	1,006,062	566,280	481,207	502,682	
Actual Sale Price		\$103,000	\$221,750	\$125,000	\$117,500	\$109,000	
Unit Price	Per Acre	\$8,925	\$9,600	\$9,615	\$10,633	\$9,445	
Property Rights Conveyed							
inancing							
Conditions of Sale	242	220		101			
Market Conditions (Time)	5%	4%	4%	4%	5%	9%	
Adjusted \$/Acre		\$9,282	\$9,984	\$10,000	\$11,165	\$10,295	
ocation			-5%	-5%			
Size		-5%		-5%	-5%	-5%	
Shape							
Topography/Flood				10%			
Zoning/Use							
Utilities							
Net Adjustment		-5%	-5%	0%	-5%	-5%	
ndicated Unit Value		\$8,818	\$9,485	\$10,000	\$10,607	\$9,780	
stimated Unit Value				\$9,500			
Corridor Enhancement F				1.00			
Indicated Corridor Value	•			\$9,500			

The same adjustments that were applicable in the valuation of the whole property before the acquisition are applicable in the valuation of the remainder. In addition, the same corridor enhancement factor (CEF) that was utilized in the valuation of the whole property was applicable in the valuation of the remainder.

		CON	CLUDED LAN	ID VALUI				
	\$ Per AC					Unrounded		Total
Fee Area Remaining	\$9,500.00	х	16.02			\$152,190.00	=	\$152,190
264-LP-0090,00	\$9,500.00	x	0.11	x	25%	\$261.25	=	\$261
Indicated Value:								\$152,451

Reconciliation of Value - After

The value of the remainder after the acquisition is based on a new site analysis, improvement analysis, and highest and best use analysis. Reference to the value of the Remainder Before is made only with reference to calculation of any remainder impact, not determination of the value of the remainder after the acquisition. The value indications from the approaches to value are summarized as follows:

SUMMARY OF VALUE CONCLUSIONS				
Land Value	\$152,451			
Cost Approach	N/A			
Sales Comparison Approach	N/A			
Income Capitalization Approach	N/A			
Compiled by CBRE				

As in the valuation of the whole property before the acquisition, each approach was given consideration based upon its applicability to the valuation of the remainder after the acquisition.

The sales comparison approach for land is utilized to develop and opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production.

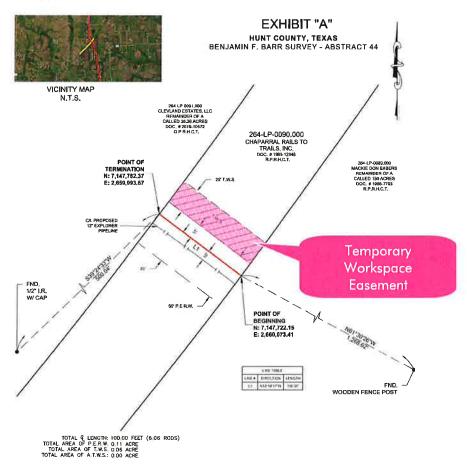
An itemization of the appraised value is as follows.

VALUATION SUMMARY - REMAINDER				
Contributory Value of Improvements (Itemized)				
Total Contributory Value of Improvements		\$0		
Contributory Land Value (Itemized)				
Fee Area Remaining (16.02 AC)	\$9,500	\$152,190		
264-LP-0090.00 (0.11 AC) @ 25% of 100%	\$9,500	\$261		
Reconciled Final Value		\$152,451		
Compiled by: CBRE				



Temporary Construction Easement

Temporary easements are utilized during the duration of a project for construction purposes. They are a temporary lease of the land and do not represent a permanent acquisition of rights. However, they affect the utility of the affected land during the duration of the easement and as such, a lease payment is due for its lifetime. The survey depicting the temporary workspace easement is shown below.



Such easements are negotiated such that any damaged site improvements will be repaired or replaced by the project contractor or compensation will be negotiated on a separate basis.

Ground leases in this area are valued at 10% of the fee simple value of the land annually and calculated in total as follows.

TEMPORARY WORKSPACE EASEMENT						
Area	Size	\$ Per AC	Rental Rate	Term	Temp Esmt Value	
Temporary Workspace Easement	0.06 AC	\$9,500 x	10% @	1 Yr	\$57	
					\$57	



Summary of Compensation

In the final accounting, the estimate of total compensation includes the value of the acquisition, the difference between the appraisers' opinion before and after the acquisition, and any potential curative costs or temporary construction easements. These opinions are based upon market data available as of the effective date of the appraisal.

These estimates are totaled to arrive at the opinion of total compensation as follows.

CONCLUDED MARKET VALUE					
	Market Value	Compensation			
Larger Parcel (Land and Affected Improvements)	\$153 ,23 5				
Part(s) Being Acquired		\$784			
Remainder Before Consideration of Damages	\$152,451				
Remainder After Consideration of Damages	\$152,451				
Net Damages or Benefits		\$0			
Temporary Easements		\$57			
Total Compensation		\$841			



Assumptions and Limiting Conditions

- CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject
 property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil
 and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is
 made as to such matters.
- 2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
- 3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.



- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.
 - Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.
- 4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
- CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
- 6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
- 7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
- 8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
- 9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
- 10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
- 11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
- 12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.



- 13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
- 14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
- 15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.
- 16. CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the land or improvements. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.
- 17. A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.



ADDENDA

Addendum A

LAND SALE DATA SHEETS

Property Name

Rural Residential

Address

E/L of County Road 1098, North of County Road 1101

Celeste, TX 75423 **United States**

Government Tax Agency Govt./Tax ID

Hunt 130549

Site/Government Regulations

Acres

Land Area Net

11.540

Square feet 502,682

Land Area Gross

11.540

502,682

Site Development Status Shape

Raw Irregular Rolling

Topography **Utilities**

Water and Electric, No Sewer

Maximum FAR Min Land to Bldg Ratio Maximum Density

N/A N/A N/A

General Plan Specific Plan

N/A N/A

N/A

Zoning

Not Zoned

Entitlement Status

Sale Summary

Recorded Buyer Amelia Castro Ayala and Jose Santos Ayala

True Buyer N/A

Recorded Seller Cleveland Estates, LLC

True Seller N/A

Interest Transferred

Fee Simple/Freehold

Current Use

Vacant Land

Proposed Use Listing Broker N/A Isaac Mota, (903) 452-8327

Selling Broker

N/A Doc #

2020-13467

Marketing Time Buyer Type

N/A N/A N/A

Primary Verification

Listing Broker

Туре Date Sale Price

Financing

Seller Type

Sale 8/13/2020 \$103,000 Cash to Seller

Cash Equivalent Capital Adjustment \$103,000 \$0

Adjusted Price

\$103,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u> <u>Transaction Type</u> 08/2020 Sale

Jose Santos Ayala

<u>Seller</u> Amelia Castro Ayala and Cleveland Estates, LLC

Price \$103,000 Price/ac and /sf \$8,925 / \$0.20





Sale Land - Single Unit Residential N

Units of Comparison

\$0.20 / sf

\$8,925.48 / ac

N/A / Unit

N/A / Allowable Bldg. Units

N/A / Building Area

Financial

No information recorded

Map & Comments



The site has a rolling topography and backs up to Northeast Texas Trail. It is located outside of the 100-year floodplain, is not zoned and has access to water and electric, but lacks access to public water. According to the Texas Railroad Commission Map, there is a pipeline generally bisecting the middle of the site. The broker noted that this encumbrance did not have an affect on the sale price.



Land - Single Unit Residential

Property Name

Rural Residential

Address

W/L of County Road 1105, South of County Road 1101

Celeste, TX 75423 **United States**

Government Tax Agency Govt./Tax ID

Hunt 25798

Site/Government Regulations

Acres

Square feet

Land Area Net **Land Area Gross** 23.096 23.096 1,006,062

Site Development Status

1,006,062

Shape

Rectangular

Topography

Generally Level

Utilities

Water and Electric, No Sewer

Maximum FAR

N/A

Min Land to Bldg Ratio

N/A

Maximum Density

N/A

General Plan Specific Plan

N/A

N/A

Zoning

Not Zoned

Entitlement Status

N/A

Sale Summary

Recorded Seller

Brian Elliot Passino

Recorded Buyer True Buyer

N/A

Robert O. Dillender and Sherry L. Phillips

Dillender

True Seller N/A

Interest Transferred

Fee Simple/Freehold

Current Use

Vacant Land N/A

Proposed Use Listing Broker

Selling Broker

Doc#

Sheri Autrey, (903) 474-5992

N/A

2020-13733

Marketing Time

N/A

N/A

Buyer Type Seller Type N/A

Primary Verification Listing Broker

Type Date Sale 8/5/2020

\$221,750 Sale Price Cash to Seller **Financing**

Cash Equivalent \$221,750 \$0 Capital Adjustment

Adjusted Price \$221,750

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date Transaction Type</u> 08/2020 Sale

Buyer Brian Elliot Passino

Seller Robert O. Dillender and

Sherry L. Phillips Dillender

Price \$221,750 Price/ac and /sf \$9,601 / \$0.22



Sale Land - Single Unit Residential No. 2

Units of Comparison

\$0.22 / sf

\$9,601.23 / ac

N/A / Unit

N/A / Allowable Bldg. Units

N/A / Building Area

Financial

No information recorded

Map & Comments



The site is heavily wooded with two ponds and a seasonal creek. It is generally level, is located outside of the 100-year floodplain and is not zoned. The site has access to water and electric, but lacks access to public sewer.



Land - Single Unit Residential

Property Name

Rural Residential

Address

W/L of County Road 1091, South of County Road 1092

Celeste, TX 75423 **United States**

Government Tax Agency Hunt

Govt./Tax ID

229623

Site/Government Regulations

Acres

Square feet

Land Area Net

13.000

566,280

Land Area Gross

13.000

566,280

Site Development Status

Rectangular

Raw

Shape Topography

Rolling

Utilities

Water and Electric, No Sewer

Maximum FAR

Min Land to Bldg Ratio

N/A N/A

Maximum Density

N/A

General Plan

N/A

Specific Plan

N/A

Zoning

Not Zoned

Entitlement Status

N/A

Sale Summary

Recorded Buyer

Jeremy Keith Hogan

True Buyer

Recorded Seller

Paul Wesley Carreker

Fee Simple/Freehold

True Seller

N/A

Interest Transferred

Current Use

Vacant Land

Proposed Use

N/A

Listing Broker

Isaac Mota, (903) 452-8327

Selling Broker

Doc #

N/A

2020-11320

Marketing Time

N/A **Buyer Type** N/A Seller Type N/A

Primary Verification

Listing Broker

Sale Туре 7/14/2020

Date Sale Price \$125,000 **Financing** Cash to Seller \$125,000 Cash Equivalent

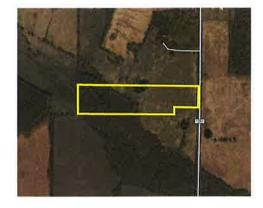
Capital Adjustment

Adjusted Price

\$0 \$125,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u> <u>Transaction Type</u> <u>Seller</u> **Price** Price/ac and /sf 07/2020 Sale Jeremy Keith Hogan Paul Wesley Carreker \$125,000 \$9,615 / \$0.22





Sale	Land - Single Unit Residential	No. 3
Units of Comparison		
\$0.22 / sf	N/A / Unit	
\$9,615.38 / ac	N/A / Allowable Bldg. Units	
	N/A / Building Area	
Financial		
	No information recorded	
Map & Comments		1
1091	The site has a pond and is heavily wooded in the western portion. It has a rolling topograp zoned and has access to water and sewer, but lacks access to public sewer. According to FE maps, approximately 45% of the site is encumbered by flood (Zone A). This flood encumber coincides with the wooded area in the western portion of the site.	MA flood
Coogle Map data @202	1	



Property Name

Rural Residential

Address

4094 County Road 1104

Celeste, TX 75423

United States

Government Tax Agency

Hunt

Govt./Tax ID

25791

Site/Government Regulations

Acres

Square feet

Land Area Net

11.047 11.047

481,207

Land Area Gross

481,207

Site Development Status

Rectangular

Shape Topography

Rolling

Utilities

Water and Electric, No Sewer

Maximum FAR

N/A

Min Land to Bldg Ratio

N/A

Maximum Density

N/A

General Plan Specific Plan

N/A

N/A

Zoning

Not Zoned

Entitlement Status

N/A

Sale Summary

Recorded Buyer **Recorded Seller** Chris and Kyla Doyle

Fee Simple/Freehold

True Buyer

LJ Homes, LLC

True Seller

N/A

Interest Transferred

Current Use

Vacant Land

Proposed Use

Listing Broker

Cindy Coats, (214) 727-7959

Selling Broker

N/A

Doc#

2020-06021

Marketing Time **Buyer Type**

N/A Seller Type N/A

Primary Verification

Listing Broker

N/A

Туре Date

4/17/2020 Sale Price \$117,500 **Financing** Cash to Seller

Cash Equivalent Capital Adjustment \$117,500 \$0

Adjusted Price

\$117,500

Transaction Summary plus Five-Year CBRE View History

<u>Seller</u> **Price** <u>Transaction Date</u> <u>Transaction Type</u> <u>Buyer</u> 04/2020 \$117,500 Sale Chris and Kyla Doyle LJ Homes, LLC





Price/ac and /sf

\$10,636 / \$0.24

Sale

Land - Single Unit Residential

No. 4

Units of Comparison

\$0.24 / sf

\$10,636.37 / ac

N/A / Unit

N/A / Allowable Bldg. Units

N/A / Building Area

Financial

No information recorded

Map & Comments



The site is heavily treed with a rolling topography. It is located outside of the 100-year floodplain and is not zoned. The site has access to water and electric, but lacks access to public sewer.



Rural Residential Property Name

E/L of County Road 1098, South of County Road 1091 Address

Celeste, TX 75423

United States

Government Tax Agency Hunt 229922 Govt./Tax ID

Site/Government Regulations

Square feet Acres Land Area Net 11.540 502,682 **Land Area Gross** 11.540 502,682

Site Development Status Raw Shape Irregular **Topography** Rolling

Utilities Water and Electric, No Sewer

Maximum FAR N/A Min Land to Bldg Ratio N/A Maximum Density N/A

General Plan N/A Specific Plan N/A Zoning Not Zoned **Entitlement Status** N/A

Sale Summary

Recorded Buyer Kent C. Davenport and Sandra W. Davenport

True Buyer

Recorded Seller Cleveland Estates, LLC

True Seller

Interest Transferred Fee Simple/Freehold

Current Use Vacant Land **Proposed Use** N/A

Listing Broker Terence Burnside, (214) 406-3724

Selling Broker N/A

Doc # 2019-10679 **Marketing Time** N/A **Buyer Type** N/A Seller Type N/A **Primary Verification Listing Broker**

Туре Sale Date 7/29/2019 Sale Price \$109,000 **Financing** Cash to Seller Cash Equivalent \$109,000

Adjusted Price \$109,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date Transaction Type Seller **Price** Price/ac and /sf **Buyer** 07/2019 Sale Kent C. Davenport and Cleveland Estates, LLC \$109,000 \$9,445 / \$0.22

Sandra W. Davenport

Capital Adjustment







Units of Comparison

\$0.22 / sf \$9,445.41 / ac N/A / Unit

N/A / Allowable Bldg. Units

N/A / Building Area

Financial

No information recorded

Map & Comments



The site has a pond, scattered trees and backs up to Northeast Texas Trail. It is considered to have a rolling topography, is located outside of the 100-year floodplain and is not zoned. The site has access to water and electric, but lacks access to public sewer. According to the Texas Railroad Commission Map, there is a pipeline generally bisecting the middle of the site. The broker noted that this encumbrance did not have an affect on the sale price.



Addendum B

PROJECT INFORMATION



EXHIBIT "B"

264-LP-0090,000 Chaparral Rails to Trails, Inc.

Permanent Easement and Right of Way

STATE OF TEXAS COUNTY OF HUNT

Baseline description of fifty-foot (50') wide Permanent Easement and Right of Way being within a tract of land situated in the Benjamin F. Barr Survey, Abstract 44, Hunt County, Texas and being over, through a tract of land conveyed to Chaparral Rials and Trails, Inc., and described by an instrument recorded under Document 1995-12348 of the Real Property Records of Hunt County, Texas (R.P.R.H.C.T.) The sidelines of said fifty-foot (50') Permanent Easement and Right of Way being situated thirty-five feet (35') on the west side and fifteen feet (15') on the east side of the herein described baseline and lengthened or shortened to meet the boundary lines of said subject tract. (SEE EXHIBIT "A" FOR FURTHER CLARIFICATION). Said baseline being more particularly described as follow:

COMMENCING at a wooden fence post found for the easterly northeast corner of the remainder of a called 150 acre tract described by an instrument recorded under Document Number 1988-7793 of the R.P.R.H.C.T.

THENCE, North 61° 30' 26" West, a distance of 1,268.62 feet to the POINT OF BEGINNING of the herein described baseline description on the northwesterly line of said 150 acre tract. Said point of Beginning having coordinates of North: 7,147,722.15 and East: 2.660.073.41

THENCE the following one (1) call:

1) North 52° 58' 17" West, a distance of 100.00 feet to the POINT OF TERMINATION on the southeasterly line of the remainder of a called 36.36 acre tract of land described by an instrument recorded under Document Number 2019-10572 of the Official Public Records of Hunt County, Texas (O.P.R.H.C.T.), having coordinates of North: 7,147,782.37 and East: 2,659,993.57, from which a 1/2-inch Iron Rod found at the southeast corner of the remainder of said 36.36 acre tract bears South 39° 24' 33" West, a distance of 500.04 feet.

Said baseline being 100.00 Feet, or 6.06 Rods. Area of permanent easement and right-of-way being 0.11 acres.

TEMPORARY WORK SPACE:

A twenty-five foot (25') wide strip of land parallel with and adjacent to the northeasterly line of the above described Permanent Easement and Right of Way, (SEE EXHIBIT "A" FOR FURTHER LOCATION AND CLARIFICATION), lengthening or shortening the side lines of the Temporary Work Space to intersect with the boundary lines of said subject tract.

Said Temporary Work Space containing 0.06 acres, more or less.

All Coordinates, bearings and distances shown herein are grid, based upon Texas Coordinate System, Texas North Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted on August 2020.

For reference and further information see Exhibit "A" drawing number 264-LP-0090.000, Revision 0, same date.

AMES DEMPSTER

SURV

Bradley Ames Dempster Professional Land Surveyor Registration No. 6691 Atwell, LLC Firm Registration No. 10193726

Firm Registration No. 10193726 11451 Katy Freeway, Suite 505-Houston, Texas 77079

Amis Demarter 10/06/2020

RIGHT OF WAY EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS:
YOU MAY REMOVE OR STRIKE YOUR SOCIAL SECURITY
NUMBER AND YOUR DRIVER'S LICENSE NUMBER FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE
PUBLIC RECORDS

State of Texas

County of Hunt

- 1. For the sum of TEN and 00/100 U.S. Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned landowners, **City of Farmersville**, a Texas municipal corporation, herein called "GRANTOR" (whether one or more), having an address of 205 South Main Street, Farmersville, Texas 75442, hereby grants, bargains, sells, assigns and conveys to Explorer Pipeline Company, a Delaware corporation, herein called "EPL", having an address of 6120 S Yale Ave., #1100, Tulsa, Oklahoma 74136, its grantees, successors and assigns, a fifty foot (50') wide free and unobstructed permanent and perpetual easement and right-ofway, herein called "ROW" with the following rights and responsibilities:
 - 1.1. The right at any time to survey, install, lay, construct above or below ground, operate, inspect (including via aerial patrol), protect, cathodically protect, test, maintain, repair, renew, substitute, replace, relocate within the ROW, change the size of, abandon in place and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves, fittings, meters, traps, electrical support equipment and corrosion control equipment as referenced in paragraph 1.8, for the transportation of petroleum products and any by-product or derivative thereof, whether liquids, gases, solids, or mixtures of any or all thereof collectively, the "Permitted Substances", at a location and on a route on, in, under, over across and through a strip of land in Hunt County, Texas, as more particularly described on Exhibit A attached hereto and incorporated herein.
 - 1.2. The right at any time to survey, install, lay, construct above or below ground, operate, inspect (including via aerial patrol), protect, cathodically protect, test, maintain, repair, renew, substitute, replace, relocate within the ROW (this easement will not change size), change the size of, abandon in place and remove additional pipelines and all appurtenances thereto, including but not limited to air patrol markers, valves, fittings, meters, traps, electrical support equipment and corrosion control equipment as referenced in paragraph 1.8, for the transportation of the Permitted Substances, parallel to the first pipeline constructed by EPL hereunder on, in, under, over across and through the ROW established herein (no new ROW will be obtained for each additional line), provided each such additional line shall be laid subject to the same rights and conditions as apply to the original line. GRANTOR will be compensated for each additional line so laid an amount equal to what was paid for the first line laid. Use of a temporary construction area and any and all damages to property that ensue with construction of each additional line are additional costs to be determined and owing as they occur.
 - 1.3. During construction of the initial pipeline referenced in paragraph 1.1 above, EPL shall have

the right to use an additional twenty-five foot strip of land immediately adjacent to the ROW (the "Temporary Easement") as shown on Exhibit A. EPL shall also have additional workspace where the ROW crosses or intersects with roads, railroads, streams, terraces, uneven terrain, or any site requiring boring (the "Additional Workspace") as shown on Exhibit A. The term for the Temporary Easement and Additional Workspace shall commence on the date construction commences on GRANTOR'S property and shall continue until twelve months (12) months after the date the initial pipeline is placed in service. As additional pipelines are constructed by EPL as referenced in paragraph 1.2, during each construction period, EPL shall again have the right to use the Temporary Easement and Additional Workspace described in this paragraph, at the compensation stated in paragraph 1.2 above, with the term of use of such Temporary Easement and Additional Workspace commencing on the date construction commences on GRANTOR'S property and continuing until twelve (12) months after the date each additional pipeline is placed in service.

- 1.4. The right of ingress and egress to, from, in, on, over, across and through said above-described land, and any lands owned by GRANTOR adjoining the ROW, for any and all purposes necessary or convenient to the exercise by EPL of the rights and easements herein granted. GRANTOR will allow any of GRANTOR's private roads, driveways, or other drivable paths as access to and from all points close to the ROW if it is impractical or inconvenient to drive on the ROW and if access is unreasonable from a public right of way. Any damages caused by EPL while traversing anywhere on GRANTOR's property during ingress or egress will be repaired by EPL as they occur.
- 1.5. The right from time to time to clear and keep clear the ROW (and Temporary Easement and Additional Workspace while in effect) so as to cut and remove trees, undergrowth and other obstructions thereon, whether temporary, permanent, man-made or natural, that may injure, endanger or interfere with the exercise of the rights and easements herein granted, and so as to prevent damage or interference with the safe and efficient operation of any pipeline.
- 1.6. The right to remove or cut any fence that crosses the ROW at any time, provided that before cutting any existing fence, EPL shall ensure that it is properly supported on either side of the contemplated opening in order to prevent the remainder of the fence from sagging. Upon completion of construction, all fences cut or disturbed by construction shall be, at EPL's election: (1) restored to the condition that existed before construction; or (2) subject to EPL's right to install a permanent gate on any existing or future fence, in order to exercise all rights of ingress and egress granted in this agreement.
- 1.7. The right to construct any pipeline above the channel of any natural or man-made stream, ravine, ditch, or other water course.
- 1.8. The right to install pipeline markers, cathodic protection units, cathodic test stations, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electrical facilities, electric meters, junction boxes, anodes, wires, poles, ground beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control, if necessary for the operation of any pipeline, as determined by EPL in its sole discretion, may be, when possible, placed by EPL at the junction of the ROW and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on GRANTOR'S property, otherwise EPL can install same where it deems necessary to maintain any pipeline.

- 2. GRANTOR shall have the right to fully use and enjoy the surface of the ROW in any manner that will not disturb, obstruct, endanger, damage or interfere with the pipeline(s), ROW or use of the ROW by EPL for any of the purposes herein granted. GRANTOR agrees that no, building, structure, improvement, impoundment of water, reservoir, pond, excavation, fence, parking lot, deck, patio, shed, well, other pipes, electrical lines, roads, driveways, culverts or any other obstruction shall be placed within or upon the ROW, and there shall be no alteration of the ground surface or grade of the ROW, without the prior written consent of EPL. GRANTOR agrees that EPL may temporarily restrict access to the ROW from time to time as may be necessary for security purposes, to perform maintenance, repairs, or other modifications, or for other purposes related to the proper and efficient operation of its property.
- 3. GRANTOR shall retain all the oil, gas, and other minerals in, on and under the ROW, Temporary Easement and Additional Workspace; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the ROW (and Temporary Easement and Additional Workspace while in effect), but it will be permitted to extract the oil, gas, and other minerals from and under the ROW, Temporary Easement and Additional Workspace by directional drilling and other means, provided the drill bit enters the ROW, Temporary Easement and Additional Workspace at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not injure, endanger or interfere with the exercise of the rights and easements herein granted, and do not damage or interfere with the safe and efficient operation of any pipeline.
- 4. The compensation paid by EPL includes the market value of the ROW, Temporary Easement and Additional Workspace, any and all damages to GRANTOR'S remaining property and for reasonably anticipated damages caused to the surface of GRANTOR'S lands within the ROW, Temporary Easement and Additional Workspace during the construction of the initial pipeline referenced in paragraph 1.1 above, including but not limited to, damages to growing crops, and related facilities.
- 5. EPL, by acceptance hereof, agrees to bury any pipeline laid hereunder so it will not interfere with the ordinary and existing cultivation of the said above-described land. EPL agrees to pay GRANTOR for actual damages to growing crops, timber, fences, buildings and other chattels on said land which are immediately and directly caused by EPL's exercise of the rights herein granted, including damage caused during ingress and egress, provided after the first said pipeline has been laid, EPL shall not be liable for damages caused by keeping the ROW clear of trees, undergrowth, structures, works and other obstructions in the course of the exercise by EPL of any of its rights hereunder.
- 6. GRANTOR covenants with and warrants to EPL it is the owner in fee of said above-described land and has the right, title, and capacity to grant the rights and easements herein granted. GRANTOR warrants to EPL that it has done nothing in the past and will do nothing in the future that could nullify or invalidate the rights and easements created by this agreement.
- 7. EPL AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL LOSSES OF OR DAMAGES TO PROPERTY OR INJURIES TO OR DEATH OF ANY PERSON CAUSED BY EPL'S ACTIVITY ON THE ROW (AND TEMPORARY EASEMENT AND ADDITIONAL WORKSPACE WHILE IN EFFECT), UNLESS SUCH LOSS, DAMAGE, INJURY OR DEATH RESULTS FROM THE WILLFUL MISCONDUCT, NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GRANTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, TENANTS, LICENSEES, INVITEES, HEIRS, SUCCESSORS OR ASSIGNS.

- 8. This agreement shall be binding upon the heirs, devisees, executors, administrators, tenants, mortgagees, successors and assigns of the parties hereto. The rights and easements herein granted may be leased or assigned, mortgaged or hypothecated, together or separately and in whole or in part by EPL. There is no automatic provision for reversion in the event of abandonment. At EPL's discretion, the underground assets may be purged of all product and sealed, and may be abandoned in place. The rights and easements granted herein are appurtenant to and constitute a covenant running with the land described on Exhibit A.
- 9. The waiver or failure to enforce any provision of this agreement by either GRANTOR or EPL, or the waiver of a breach or violation of any provision of this agreement by either party, shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, the same or any other provision of this agreement.
- 10. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement which shall be binding on the parties notwithstanding that the parties are not signatories on the same counterpart.

11. A	All notices, statements, demands, and other communications given pursuant to this agreement will
	be in writing and will be delivered in person, by overnight delivery, or by certified or registered mail.
p	postage prepaid, to the respective party at the addresses set forth herein.
-	

TO HAVE AND TO HOLD said rights and right-of-wasuccessors and assigns, in perpetuity and GRANTOR do Temporary Easement and Additional Workspace unto EIN WITNESS WHEREOF, GRANTOR has executed the	oes hereby agree to warrant and defend said ROW, EPL and its successors and assigns.
2020.	
	GRANTOR City of Farmersville, a Texas municipal corporation
	"Print Name and Title Here"
	"Print Name and Title Here"
	EXPLORER PIPELINE COMPANY
	By:
	Name: Allan Dye
	Title: ROW Project Manager

ACKNOWLEDGMENTS

THE STATE OF	§ §	
COUNTY OF	§ §	
This instrument was ack	nowledge	d before me on, 2020, by of City of Farmersville, a Texas municipal tion.
corporation, on behalf of said non-pro	fit corpora	tion.
[SEAL]		Printed Name: Notary Public in and for the State of My Commission Expires: Commission No.:
	0	
THE STATE OF OKLAHOMA	§ § §	
COUNTY OF TULSA	§	
This instrument was acknowl ROW Project Manager of Explore corporation.	edged bef er Pipelin	ore me on, 2020, by Allan Dye, as e Company, a Delaware corporation, on behalf of said
ISEAL 1		Printed Name
[SEAL]		Printed Name: Notary Public in and for the State of
		My Commission Expires:
		Commission No.:

After Recording Return to: ELCO Land Services 5601 NW 72nd Street, Suite #212A Oklahoma City, Oklahoma 73132 ATTN: ROW Dept.

Exhibit A

Legal Description of Grantor's Land

[to be inserted]

Addendum C

SUBJECT INFORMATION

Hunt CAD Property Search

Property ID: 217957 For Year 2021

Map



■ Property Details

Account

Property ID:

217957

Legal Description:

A0494 HARRISON JAMES W,TRACT C9, ACRES 5.1642

Geographic ID:

0494-C900-0000-21

Agent:

Type:

Real

Location

Address:

CR 1098 CELESTE, TX 75423

Map ID:

1A-63

Neighborhood CD:

Owner

Owner ID:

551969

Name:

CITY OF FARMERSVILLE

Mailing Address:

CITY MANAGER

205 S MAIN ST

FARMERSVILLE, TX 75442

% Ownership:

100.0%

Exemptions:

EX-XV - Other Exemptions (including public property, religious organizations, charitable

organizations, and other property not reported elsewhere)

For privacy reasons not all exemptions are shown online.

■ Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: ②	N/A
Assessed Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

■ Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A
GHT	HUNT COUNTY	N/A	N/A	N/A
ННО	HUNT MEMORIAL HD	N/A	N/A	N/A
SCL	CELESTE ISD	N/A	N/A	N/A

Total Tax Rate: N/A

■ Property Improvement - Building

■ Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RU	UNDEVELOPED LAND, RURAL	5.1642	224,952.55	0.00	0.00	N/A	N/A

■ Property Roll Value History

	•	•				
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$0	\$58,900	\$0	\$58,900	\$0	\$58,900
2019	\$0	\$57,780	\$0	\$57,780	\$0	\$57,780
2018	\$0	\$46,070	\$0	\$46,070	\$0	\$46,070
2017	\$0	\$37,530	\$0	\$37,530	\$0	\$37,530
2016	\$0	\$35,960	\$0	\$35,960	\$0	\$35,960
2015	\$0	\$30,730	\$0	\$30,730	\$0	\$30,730
2014	\$0	\$33,230	\$0	\$33,230	\$0	\$33,230
2013	\$0	\$30,650	\$0	\$30,650	\$0	\$30,650

■ Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
9/8/2020	QCD	QUITCLAIM DEED	CHAPARRAL RAILS TO TRAILS INC	CITY OF FARMERSVILLE	2020	15139	

DISCLAIMER

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Hunt CAD Property Search

Property ID: 217958 For Year 2021

♀ Map



■ Property Details

Account

Property ID: 217958

Legal Description: A0044 BARR BENJAMIN F,TRACT C9, ACRES 10.9677

Geographic ID: 0044-C900-0000-21

Agent:

Type: Real

Location

Address: CR 1089 CELESTE, TX 75423

Map ID: 1A-63

Neighborhood CD:

Owner

Owner ID: 551969

Name: CITY OF FARMERSVILLE

Mailing Address: CITY MANAGER

205 S MAIN ST

FARMERSVILLE, TX 75442

% Ownership: 100.0%

Exemptions: EX-XV - Other Exemptions (including public property, religious organizations, charitable

organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.

■ Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: ②	N/A
Assessed Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

■ Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A
GHT	HUNT COUNTY	N/A	N/A	N/A
ННО	HUNT MEMORIAL HD	N/A	N/A	N/A
SCL	CELESTE ISD	N/A	N/A	N/A

Total Tax Rate: N/A

■ Property Improvement - Building

■ Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RU	UNDEVELOPED LAND, RURAL	10.9677	477,753.01	0.00	0.00	N/A	N/A

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$0	\$93,160	\$0	\$93,160	\$0	\$93,160
2019	\$0	\$84,840	\$0	\$84,840	\$0	\$84,840
2018	\$0	\$70,800	\$0	\$70,800	\$0	\$70,800
2017	\$0	\$67,820	\$0	\$67,820	\$0	\$67,820
2016	\$0	\$49,820	\$0	\$49,820	\$0	\$49,820
2015	\$0	\$48,350	\$0	\$48,350	\$0	\$48,350
2014	\$0	\$48,350	\$0	\$48,350	\$0	\$48,350
2013	\$0	\$42,810	\$0	\$42,810	\$0	\$42,810

■ Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
9/8/2020	QCD	QUITCLAIM DEED	CHAPARRAL RAILS TO TRAILS INC	CITY OF FARMERSVILLE	2020	15139	

DISCLAIMER

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Addendum D

QUALIFICATIONS

Mark R. Sadler

CBRE

Vice President, Dallas/Fort Worth



Experience _

Mark Sadler is a Vice President and Right-of-Way Team Lead for the South Central Region of CBRE's Valuation & Advisory Services Group. Working out of the company's Dallas/Fort Worth area offices, Mr. Sadler brings over a decade of real estate appraisal and consulting experience from all over the State of Texas.

After graduating from Texas A&M University in 2006, Mr. Sadler worked as an Analyst for Integra Realty Resources where he assisted in valuation and consulting services on various property types, working extensively on litigation assignments. In 2010, he was hired as a Senior Analyst by Korman O'Brien, LLC, a real estate consulting and appraisal firm focused primarily on litigation services. In 2013, Korman O'Brien, LLC dissolved and O'Brien Realty Advisors, LLC was formed. There, Mr. Sadler was named Director where he continued his work in valuation and consulting services and managed a team of appraisers.

Over the course of his career, Mr. Sadler has been designated as an expert witness in State court and is frequently retained to provide expert witness testimony in special commissioners' hearings all across the state, for both landowners and condemning authorities. Mr. Sadler has extensive experience in providing valuation and advisory services for litigation support purposes such as eminent domain cases, bankruptcy filings, partnership disputes, divorce proceedings, and tax protests. Mr. Sadler's experience includes valuation of various property types including farm & ranch land, future development land, interim use properties, mixed-use developments, industrial facilities, retail centers, restaurants, convenience stores, office buildings, hotels/motels, apartment complexes, single-family residences, billboards, utility easements, and transportation corridors.

Professional Affiliations / Accreditations

- Candidate for Designation Appraisal Institute
- Member International Right of Way Association
- Certified General Real Estate Appraiser Texas License No. TX-1380142-G

Education ____

- Texas A&M University, College Station, TX Master of Land Economics and Real Estate (2006)
- Texas A&M University, College Station, TX Bachelor of Business Administration (2005)
- Continuing Education:
 - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
 - Uniform Standards of Professional Appraisal Practice (USPAP)
 - Business Practices and Ethics
 - Eminent Domain and Condemnation
 - Complex Litigation Appraisal Case Studies
 - Valuation of Detrimental Conditions in Real Estate
 - Analyzing Distressed Real Estate
 - Data Verification Methods
 - Supervisor-Trainee Course for Texas

Allison Jackson, RWA, R/W-AC



Vice President, Dallas/Fort Worth





Allison Jackson, RWA, R/W-AC, is a Vice President of the Valuation & Advisory Services Group within the South Central Region. Located in the Fort Worth office, Ms. Jackson has over eight years of real estate appraisal and consulting experience throughout the State of Texas, with a primary focus on right of way valuations.

Prior to joining CBRE in 2018, Ms. Jackson was with JLL after their 2016 acquisition of her previous employer, Integra Realty Resources. Ms. Jackson was with Integra Realty Resources for over eight years serving as an Analyst before being promoted to Senior Analyst. During her tenure, she assisted in valuation and consulting services on various property types, working extensively on eminent domain assignments. Her experience in appraisal includes projects for the Texas Department of Transportation (TxDOT), various local municipalities, Trinity River Authority (TRA), ONCOR, Tarrant Regional Water District, TEXRail and various other pipeline and electrical transmission line companies.

Professional Affiliations / Accreditations

- Certified General Real Estate Appraiser, State of Texas (License No. TX-1380451-G)
- Certified as Department of Transportation Appraiser, State of Texas
- Awarded Department of Transportation Professional Real Estate Appraisal Services (PREAS)
 contract, State of Texas
- Appraisal Institute Candidate for Designation
- International Right of Way Association, Chapter 36 Member (RWA & R/W-AC Designations)

Education

- Texas A&M University, College Station, Texas
 - Master of Real Estate (2009)
- Texas A&M University, College Station, Texas
 - Bachelor of Business Administration, Marketing (2008)
- Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute and the International Right of Way Association

CBRE VALUATION & ADVISORY SERVICES

MARK SADLER

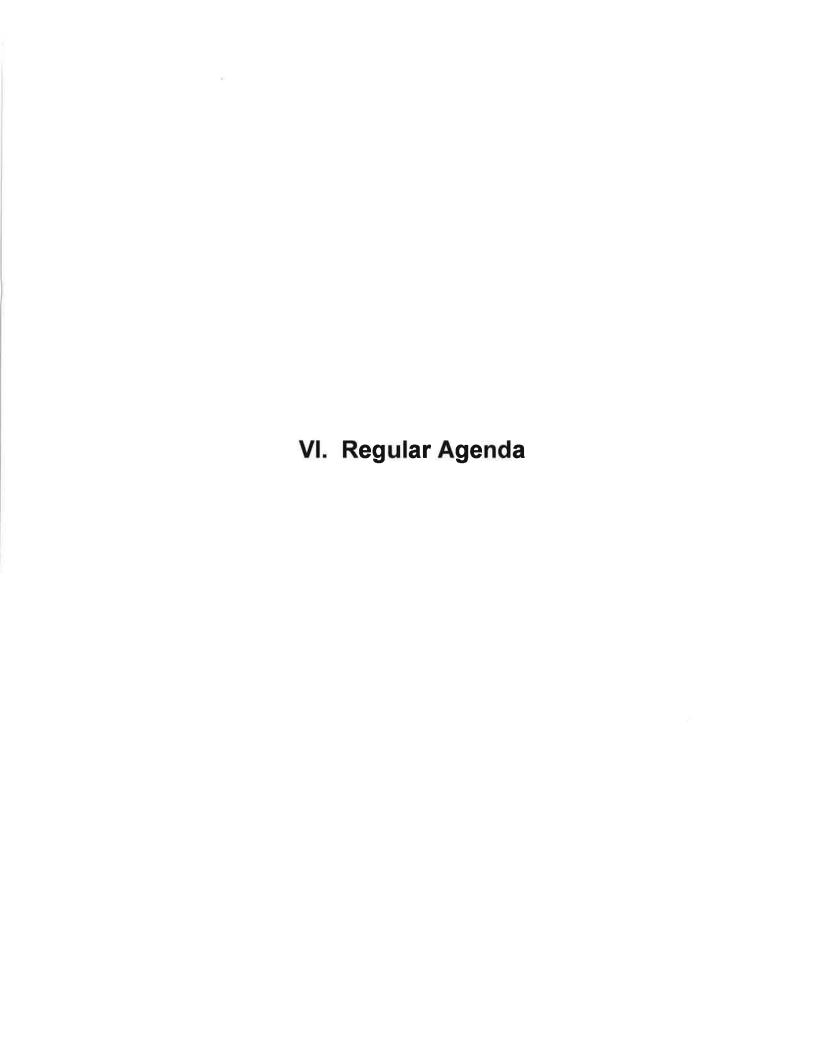
Valuation & Advisory Services (817) 333-1119 Mark.Sadler@cbre.com

ALLISON JACKSON, RWA, R/W-AC

Valuation & Advisory Services (817) 806-1042 Allison.Jackson@cbre.com

www.cbre.com





Agenda Section	Regular Agenda			
Section Number	VI.A			
Subject	Consider, discuss and act upon setting the tax rate for the 2021 – 2022 budget year.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	August 24, 2021			
Attachment(s)	Proposed Tax Rate Options			
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php			
Consideration and Discussion	City Council discussion as required			
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 			



TO:

Mayor/City Council

FROM:

Daphne Hamlin, Finance Director

DATE

August 24th, 2021

SUBJECT:

Proposed Tax Rate

			Tax Rate	Option	8		
Option 1	Certified Value		Tax Rate		M&O	I&S	Difference
No New Revenue	239,145,567	\$	0.695445	\$	0.447975	\$ 0.247470	
				\$	1,071,312	\$ 591,813	
Avg Home value: \$187	,600 x \$0.695445=\$1,	304					
Option 2	Certified Value		Tax Rate		M&O	1&S	Difference
Current Tax Rate	239,145,567	\$	0.712044	\$	0.464574	\$ 0.247470	
				\$	1,111,008	\$ 591,813	39K increase
Avg Home value: \$187	,600 x \$0.712044=\$1,3	336					
Option 3	Certified Value		Tax Rate		M&O	I&S	Difference
Voter-Approval	239,145,567	\$	0.728955	\$	0.481485	\$ 0.247470	
				\$	1,151,737	\$ 591,813	80k increase
Avg Home value: \$187	,600 x \$0.728955=\$1,3	367					

TIRZ 2021 Captured Value \$86,636,817 x \$0.712044= \$616,892

Contacted surrounding Cities requesting tax rate proposals:

City of Anna: \$0.569500

City of Princeton: No New Revenue Rate + 3.5%

City of Wylie: \$0.643751

Agenda Section	Regular Agenda			
Section Number	VI.B			
Subject Consider, discuss and act upon Resolution #R-2021-0824-001 regarding a petition to annexation 77.359 acres of land into Lakehaven MUD.				
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	August 24, 2021			
Attachment(s)	R-2021-0824-001			
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php			
Consideration and Discussion	City Council discussion as required			
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action 			

CITY OF FARMERSVILLE RESOLUTION #R-2021-0824-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS CONSENTING TO THE ADDITION OF APPROXIMATELY 77.359 ACRES OF LAND INTO LAKEHAVEN MUNICIPAL UTILITY DISTRICT OF COLLIN COUNTY

WHEREAS, on August 16, 2021, the City of Farmersville, Texas (the "City") received the Petition for Consent to Annexation of Land into Lakehaven Municipal Utility District of Collin County (the "Petition") executed by Lakehaven Farmersville, LLC (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add approximately 77.359 of land in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas, that is more particularly described in said Petition (the "Non-District Land") to the approximately 375.9 acres of land in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas, that is already contained in the Lakehaven Municipal Utility District of Collin County (the "District"), the same being wholly located in the extraterritorial jurisdiction of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town or village; and

WHEREAS, the City Council of the City is not opposed to the annexation of the Non-District Land into the District, and therefore desires to adopt a Resolution for the purpose of consenting to the addition of the Non-District Land to the District.

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

<u>Section 1.</u> The facts set out in the preamble are true and correct and are incorporated herein for all purposes.

<u>Section 2.</u> The City Council hereby gives its written consent, pursuant to Section 42.0425 of the Texas Local Government Code, to the addition of the Non-District Land to the District.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code Chapter 551, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon by the City Council. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof in accordance with the requirements of the Texas Open Meetings Act.

FARMERSVILLE, TEXAS ON THIS	•	HE CITY OF
	BRYON WIEBOLD, Mayor	
ATTEST:		
SANDRA GREEN, TRMC City Secretary	x	

EXHIBIT "A"

Petition for Consent to Annexation of Land into Lakehaven Municipal Utility District of Collin County

(Consisting of following 20 pages.)

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND INTO LAKEHAVEN MUNICIPAL UTILITY DISTRICT OF COLLIN COUNTY

STATE OF TEXAS
COUNTY OF COLLIN

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

MERITAGE HOMES OF TEXAS LLC, an Arizona limited liability company, and GRBK EDGEWOOD LLC, a Texas limited liability company, collectively the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Collin County, Texas (collectively, "Petitioner"), acting pursuant to the provisions of the Section 42.045, Texas Local Government Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

Ī.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, and Chapter 54, Texas Water Code, as amended. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Collin County, Texas.

H.

The land sought to be added to the District contains approximately 77.4 acres of land, as described in Exhibit "A", attached hereto and incorporated herein by reference, and lies wholly within Collin County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of Section 42.001, Local Government Code, as amended, said area is within the extraterritorial jurisdiction of the City of Farmersville and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

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- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
 - (4) the construction, operation and maintenance of roads serving the District.

IV.

The area of the District is urban in nature, is within the growing environs of the City of Farmersville, and is in close proximity to populous and developed sections of Collin County. There is a necessity for the improvements described above because the land sought to be added to the District is not supplied with adequate water, sanitary sewer, drainage or road facilities, nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of the territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, drainage and road facilities for the land sought to be added to the District.

V

A public necessity exists for the addition of said lands to the District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the construction, extension, improvement, maintenance and operation of water, sanitary sewer, drainage and road facilities.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Farmersville give its consent to the annexation of the aforesaid land into said District.

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IN WITNESS WHEREFORE, Petitioner has executed this Petition on this the 16th day of August, 2021.

	Landowners:
	MERITAGE HOMES OF TEXAS, LLC, An Arizona limited liability company
	By: Name: Title: Division Vice President
	GRBK EDGEWOOD LLC, a Texas limited liability company
	By: Name: Title:
THE STATE OF TEXAS COUNTY OF DOUGS	§ §
This instrument was acknown Aughinbaugh of I company.	wledged before me on August 110, 2021, by Nevitage Homes of Texas uc on behalf of said Vagueliul Cout Machine Nothery Public in and for the State of Texas
NOTERY Public, State of Tena. Notery Public, State of Tena. Notery ID 132241803	
THE STATE OF TEXAS COUNTY OF	§ §
This instrument was acknown	wledged before me on, 2021, by on behalf of said
company.	on order of said
	Notary Public in and for the State of Texas
NOTARY SEAL)	
813-4960-971 %-2	

EXHIBIT "A"

LEGAL DESCRIPTION

MUNICIPAL UTILITY DISTRICT

ELIJAH 8. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

TRACT 1 DESCRIPTION

BEING a tract of land skulled in the Eljah B. Read Survey, Abstract No. 739. Cofin County, Texas and being all of a called 3,745 agre tract of land designated as "Tract 3" in the Special Warranty Geed to Mentage Homes of Toxas LLC and GRBK Edgewood, LLC recorded in Instrument No. 20210602001110050, Official Public Records, Cofin Dounty, Texas (OPROCT), and heing more particularly described as follows:

COMMENCING at the northwost comer at a cased 375.9 acre tract of land discribed in "Exhibit C" of the First Amended And Restator Agreement Relating To Creation And Operation Of Lakehoven Municipal Utility District recorded in Instrument No. 202105258001064780, OPROCT, come body the northwest corner of a called 445.770 acre tract of land daugneted as "Tract 1" in Special Warranty Doublin Meritage Homes of Taxes LLC and GRBK Edgewood, LLC recorded in Instrument No. 2021060280111(0090, OPROCT).

THENCE Modil 89°48"12" East, along the north line of said 578.9 som and said 445.770 som tract, a distance of 3,426.66 feet to a point at the nonheast corner of said 375.9 as to tract, and being in County Fload 551 (a variable width prescriptive right-of-way), from which the northeast corner of said 445.770 some tract bears North 69°48'12" East, a cliniance of 10.00 feet;

THENCE South 00'09'36" West, with seld County Read 551, along the cost line of said 375.9 sole tract, 10-feet west of and paratiel to the cost time of said 445,770 acrostract, a distance of 1,855.09 less to a point;

THENCE South 89°50'24" East, over and naroes said 445.770 acre tract, passing at a distance of 10 feet the east fine thereof, and continuing a total distance of 24.63 feet to the northwest corner of said 3.745 acre tract and the POINT OF BEGINNING;

THENCE along the north lines of said 3.745 abro tract the following courses and distances:

North 681397197 East, a distance of 2,535.32 feet;

North 44"34"17" East, a distance of 143.66 feet to the northeast corner of said 3.745 acre brict, in the west right-of-way line of State Highway 78 (e-vertiable width right-of-way).

THENCS South 80°28'15' West, along said was right-or-way line, a distance of 320.06 feet to the southeast corner of said 3.744 acretice;

THENCE along the south lines of said 3.744 sare tract the following courses and distances:

North 45°25'43' West, a distance of 139 14 feet;

South 88"39"19" West, a distance of 2,535.03 feet to the southwest corner of said 3,744 acre tract;

THENCE North 00"20"56" East, a distance of 120,05 feet to the POINT OF SEGIRNING and containing 7,5 verse of land, more of loss.

BEARING BASIS. Bearings are tracked on the north line of a catled 375,9 ages fract (North 86°48'12' East) as described in "Exhibit O" of the First Amended And Remarked Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District, recorded in Instrument No. 20210525001054780, Official Public Records, Callin County, Texas.

This document was prenared under 22 TAC \$136.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except these rights and siterests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

evOTE: An autility drawing was proported an even date to accompany this description.



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MUNICIPAL UTILITY DISTRICT

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

TRACT 2 DESCRIPTION 60.3 ACRES

BEING a tract of tend situated in the Elijah B. Rood Survey, Abstract No. 738, Colin County, Texas and being a portion of a called a called 446.770 sons tract of land designated as "Tract 1" in the Special Warranty Doed to Meritage Homes of Texas LLC and GRBK Eggewood, LLC recorded in Instrument No. 20210602001110090. Official Public Records, Colin County, Texas (OPRCCT), and being more particularly desorbed as failbas:

COMMENCING at the northwest corner of a callog 375.9 acre tract of land described in "Exhibit C" of the First Amended And Residued Agreement Retaking To Creation And Operation Of Lakehavam Municipal Utility District recorded in Instrument No. 26210525001054780, OPRICCT, some being the northwest corner of a said 445,770 core tract;

THENCE North 89'46'12' East, along the north fills of said 375.9 acre and said 445.770 acre tract, a distance of 3,426.86 feet in the northeast corner of said 375.9 acre tract, and being in County Road 55: (a variable width prescriptive right-of-way), from which the northeast corner of said 445.770 acre tract bears North 69'48'12' East, a distance of 10.00 feet;

THENCE South 00'09'36" West, with said County Road 551, along the east line of said 375.9 acre tract, 10-feet west of and parallel to the said time of said 445.770 acre tract, a distance of 2,465.60 feet to the most northerly southeast corner of said 375.9 acre tract, in a continerly line of said 445.770 acre tract;

THENCE South 89"48'46" West, along a common line of sald 375.9 acre and said 445,770 acre tracts, a distance of 212.48 feet to an angle point.

THENCE South 00"04"27" Woult, continuing stong a communities of said 376.9 acre and said 445,770 acre tracks a distance of 2,193,73 fact to the POINT OF REGINNING:

THENCE North 57"55" (5" East, along a northerly line of salt 445.770 acro tract, a distance of 1,697.54 feet;

THENCE South 1143/06" West, a distance of 733,83 feet to a county Road 560 (a vestable width prescriptive sant-of-way).

THENCE with said County Road 550, the following courses and distances:

South 56*4412" West, a distance of 469.39 feet to a point at the beginning of a non-tangent curve to the for hering a central angle of 35*16*25", a radius of #13.00 feet, a chord bearing and distance of South 36*40*41" West, 371.46 feet;

In a southweaterly direction, with said curve to the left, an arc distance of 377.30 feet;

South 181471441 West, a distance of 408 47 feet;

THENCE stong the southerty times of said 445.770 acre tradt, the following courses and distances.

South 89*35'34" West, a distance of 1,000.06 feet.

North 21*31'38" West, a distance of 400.47 feet:

South D1"08"11" West, a distance of 500 00 feet,

South 88°46'19" West, a diptimos of 435.48 feet to a westerly line of said 445.770 agre tract;

NOTE: An exhibit drawing was prepared on even date to accompany this described.

This document was prepared under 22 TAC §138.85, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those ogts, and interests inglied containing an ending analysis of the soundary of the policost accommon for encoding ratios of the soundary of the policost accommon for which it was property.

Continued on Sheet No. 3 of 7



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EXHIBIT A, LEGAL DESCRIPTION - Page 2 4813-4960-9717v.2

MUNICIPAL UTILITY DISTRICT

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

Continued from Sheet No. 2 of 7

THENCE along said westerly line, the following courses and distances.

North 05113'41" West a distance of 847.90 feet,

North 02'62'37" West, a distance of 71.32 fast en engle point in said 445.770 acre tract and a southerly land of valid 375.9 sore tract:

THENCE South 85'40'13' East, along said southerly line, over and scross said 445,770 acre tract, a distance of 484 67 feet to the most southerly southeast context, of said 375,9 acre tract.

THENCE North 00"04'27" East, along an wasterly line of said 375.8 acre tract, continuing over and across said 445.770 acre tract, a distance of 643.25 feet to the POINT OF BEGINNING and containing 69.3 across of land, representable.

BEARING BASIS: Buarings are based on the porth line of a called 375.9 acre tract (North 89°48'12" East) as described in 'Exhibit.

Of of the First Amended And Resisted Agreement Relating To Creation And Operation Of Laterhayen Municipal Utility District, recorded in Institution No. 2021/0525001054780, Official Public Records, Collin Creatly, Texas

This document were prepared under 22 TAC \$138.95, these not reflect the remains of an on the ground survey, and in not in he cause to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the postular publical subdivision for which it was prepared.

NOTE: An exhibit disiming was papered on even data to accompany this description.



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EXHIBIT A, LEGAL DESCRIPTION - Page 3 4813-4960-9717v.2

ELIJAH B REED SURVEY, ABSTRACT NO 739 COLLIN COUNTY, TEXAS

TRACT 3 DESCRIPTION 0.6 ACRES

BEING a tract of land situated in the Elijah 8. Roed Survey, Abstract No. 739, Collin County, Texas and being a perion of a useful 445.770 acre tract of land designated as "Tract I" in the Special Warranty Deed to Meritage Homes of Texas LLC and GRBK Engawood, LLC recorded in Instrument No. 20210602001110093, Official Public Recorde. Collin County, Texas (OPRICCT), and being more particularly described as follows:

COMMENCING at the northwest corner of a called 376.9 sore tract of land described in "Exhibit C" of the First Amerited And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District recorded in Instrument No. 20210625001054780, OPRICCT, same being the northwest corner of a raid 445.770 learn tract;

THENCE North 68'46'12" East, along the north line of said 375.9 acre and said 445.770 acre tract, a distance of 3,426.86 feet to the northeast comer of said 375.8 acre tract, and being in County Road 551 (a variable width prescriptive right-of-way), and being the POINT OF SECTIONING:

THERCE Writh 89'48'12" East, along the north line of said 445.770 sors tract, a distance of 10.00 feet to the north-line corner of said 445.770 sore tract:

THENCE South 00°09'36" West, with said County Road 551, along the east line of said 445.770 acre tract, 10-feet east of end parallel to the east tiriu of said 375.9 acre tract, a distance of 2,465.00 foot to the most northody southeast corner of said 445.770 acre tract:

THENCE South 89°48'46' Vicest along a southerly fine of said 445.770 acre tract, a distance of 10,00 feet to the most northerly southwast conver of said 375.9 acre tract;

THENCE North 00°09'36" East, with said County Road 551, along the cast time of said 375.9 acre tract, 10-feet word of and parellel to the east time of said 445.770 acre tract, a distance of 2,486.00 feet to the POINT OF SEGMINING and containing 0.6 acres, more or less

BEARING BASIS: Bearings are based on the north line of a called 375.9 acte tract (North 69°48'12' Fast) as described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Vunicipal Unity District, recorded in Instrument No. 20210525001054780, Official Public Reports, Cottin County, Toxas.

This document was prepared under 22 TAC §135.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests it real property except those rights and enterests implied or established by the creature or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE An exhibit drawing was prepared on even date to accompany this description.



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EXHIBIT A, LEGAL DESCRIPTION - Page 4 4813-4960-9717v.2

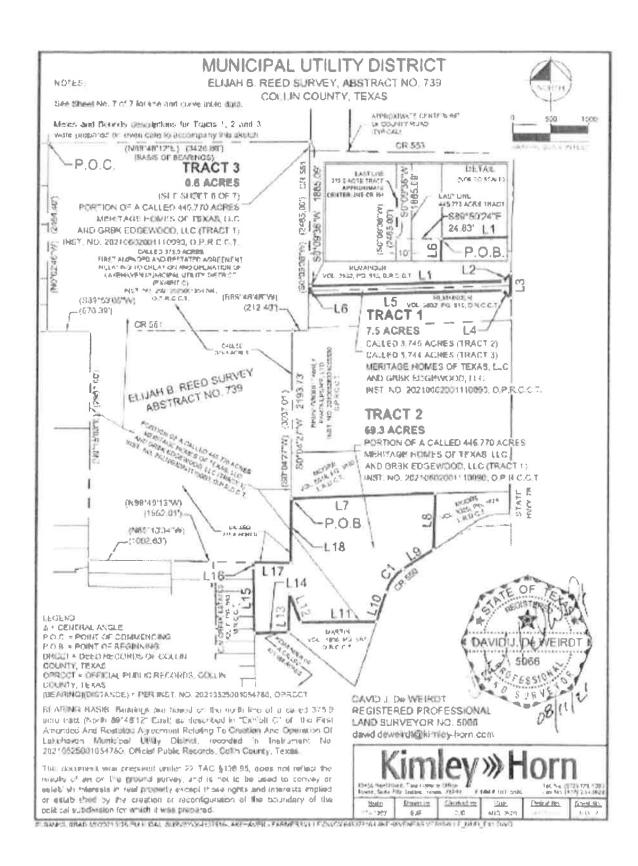
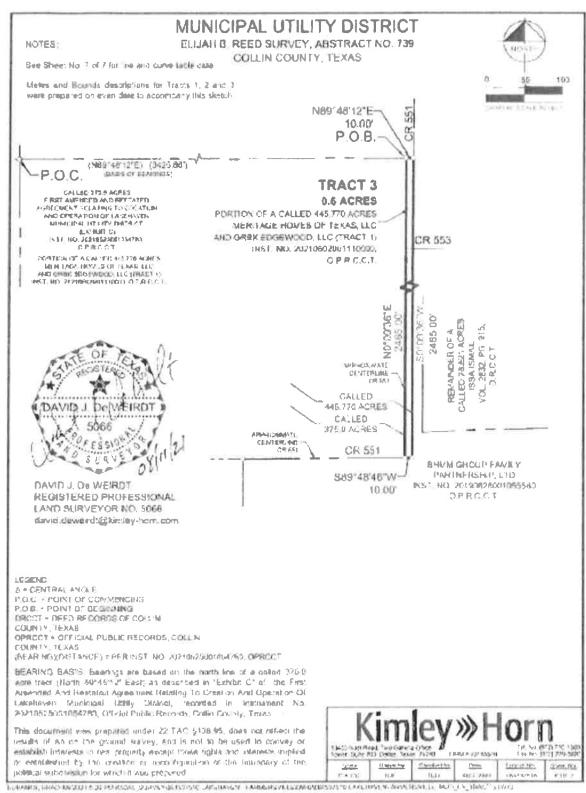


EXHIBIT A, LEGAL DESCRIPTION - Page 5 4813-4960-9717v.2



ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLEN COUNTY, TEXAS

LINE TABLE						
NO.	BEARING	LENGTH				
1,7	N88*39'19"E	2635.321				
L2	N4434171E	143,66				
Lâ	500129/16/27	320,081				
1.4	164612G/451VV	139,141				
L5	\$88130110117	2539.031				
£6	N 30"20"58"E	120 06				
1.7	NATISHISHE	1897 54				
LA.	801/43067/	733 EY				
LG	B56*44'12"W	489.397				
L 10	81814744"N	405 47				
Lis	\$89°35'34"W	1000.061				
L12	N211311361VY	400.47				
1.13	501108111W	500,061				
£14	\$881461597W	435 48'				
L15	N01113'61'W	547 90 ^c				
Lie	NC2'52'37'W	71.32				
L12	646"46"13"E	484.671				
1,18	N00434127115	843.26				

CU	RVE TABL	E			
NO.	CELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	35"16"26"	613.00	377.39	838740741°W	371.46

REARING BASIS: Bearings are based on the north fine of a culted 375.0 acre tract (North 60°46°12' East) as described in "Earliet C" of the First Amended And Restated Accessment following To Croution And Operation Of Lakehoven Municipal Utility Obtaint recorded in tractument No. 202105250010554780, Oktobi Public Records, Collin Dounty, Taxas.

This document was prepared under 22 TAC §138.95, does not reflect the require of an on the ground survey until think to be used to convey at establish interests in risk properly except those rights and interests implied or established by the creation or resconfiguration of the boundary of the political subdivision for which it was propared.

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EXHIBIT A, LEGAL DESCRIPTION - Page 7 4813-4960-9717v2

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND INTO LAKEHAVEN MUNICIPAL UTILITY DISTRICT OF COLLIN COUNTY

STATE OF TEXAS §
COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

MERITAGE HOMES OF TEXAS LLC, an Arizona limited liability company, and GRBK EDGEWOOD LLC, a Texas limited liability company, collectively the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Collin County, Texas (collectively, "Petitioner"), acting pursuant to the provisions of the Section 42.045, Texas Local Government Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, and Chapter 54, Texas Water Code, as amended. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Collin County, Texas.

II.

The land sought to be added to the District contains approximately 77.4 acres of land, as described in Exhibit "A", attached hereto and incorporated herein by reference, and lies wholly within Collin County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of Section 42.001, Local Government Code, as amended, said area is within the extraterritorial jurisdiction of the City of Farmersville and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

 Π_{i}

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

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- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
 - (4) the construction, operation and maintenance of roads serving the District.

IV.

The area of the District is urban in nature, is within the growing environs of the City of Farmersville, and is in close proximity to populous and developed sections of Collin County. There is a necessity for the improvements described above because the land sought to be added to the District is not supplied with adequate water, sanitary sewer, drainage or road facilities, nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of the territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, drainage and road facilities for the land sought to be added to the District.

V.

A public necessity exists for the addition of said lands to the District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the construction, extension, improvement, maintenance and operation of water, sanitary sewer, drainage and road facilities.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Farmersville give its consent to the annexation of the aforesaid land into said District.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREFOR ofof August, 2021	E, Petitioner has executed this Petition on this the 16th day
	Landowners:
	MERITAGE HOMES OF TEXAS, LLC, An Arizona limited liability company
	By: Name: Title:
	GRBK EDGEWOOD LLC, a Texas limited liability company
	By: Name: Robby Samuel Title: Vice President
THE STATE OF TEXAS COUNTY OF	§ §
	wledged before me on, 2021, by on behalf of said
	Notary Public in and for the State of Texas
(NOTARY SEAL)	
THE STATE OF TEXAS COUNTY OF COLON	§ §
Bothy Samuel of company.	SRBK Edgeus on LC on behalf of said
(NOTAR Notary Public, State Notary ID 129776	ndier Notary Public in and for the State of Texas

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EXHIBIT "A"

LEGAL DESCRIPTION

MUNICIPAL UTILITY DISTRICT

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

TRACT 1 DESCRIPTION 7.5 ACRES

BEING a tract of land altuated in the Eighh B. Reed Survey, Abstract No. 739, Collin County, Texas and being at of a called 3.745 acre tract of land designated as "Tract 2" and all of a called 3.744 acre tract of land designated as "Tract 3" in the Special Warranty Deed to Mentage Homes of Texas LLC and GR&K Edgewood, LLC recorded in Instrument No. 20210602001110090, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

COMMENCING at the northwest corner of a called 375.9 acre tract of land described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District recorded in Instrument No. 20210525001054780, OPRCCT, some being the northwest corner of a called 445.770 acre tract of land designated as "Tract 1" in said Special Warranty Deed to Meritage Homes of Texas LLC and GRBK Edgewood, LLC recorded in Instrument No. 202106020011110390, OPRDCT:

THENCE North 89'48'12" East, along the north line of said 375.9 acre and said 445.770 acre tract, a distance of 3,426.86 feet to a point at the northeast corner of said 376.9 acre tract, and being in County Road 551 (a veriable width prescriptive right-of-way), from which the northeast corner of said 445.770 acre tract bears North 89'48'12" East, a distance of 10.00 feet;

THENCE South 00'09'36' West, with said County Road 551, along the east line of said 375.9 acre tract, 10-feet west of and parallel to the east line of said 445.770 acre tract, a distance of 1,885.09 feet to a point.

THENCE South 89°50°24° East, over and across said 445.770 acre tract, passing at a distance of 10 feet the east line thereof, and continuing a total distance of 24.83 feet to the northwest corner of said 3.745 acre tract and the POINT OF BEGINNING;

THENCE along the north lines of said 3.745 acre tract the following courses and distances:

North 68"39"19" East, a distance of 2,535.32 feet;

North 44*34'17" East, a distance of 143.60 feet to the northeast corner of said 3.745 acre tract, in the west right-of-way line of State Highway 78 (a variable width right-of-way);

THENCE South 00°29'15" West, along said west right-of-way line, a distance of 320.06 feet to the southeast corner of said 3.744 ages tract:

THENCE along the south lines of said 3,744 acre tract the following courses and distances:

North 45°25'43" West, a distance of 139.14 feet;

South 88*39*19" West, a distance of 2,535.03 feet to the southwest corner of said 3.744 acre tract

THENCE North 00*20'56' East, a detence of 120.05 feet to the POINT OF BEGINNING and containing 7.6 acres of land, more or less.

BEARING BASIS: Boarings are based on the north fine of a called 375.9 acre tract (North 89"48"12" East) as described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District, recorded in Instrument No. 20210525001054780, Official Public Records, Collin County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of tin on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE: An exhibit drawing was prepared on even date to accompany the description.



FIRMANS, READ BASSOS SEE FAR YOU, GURNEYOOGSESSEGLARCHANDA FARHERBY LLEDWOODDSSS GLANBERANG HEAVHERVILLE MUD EKS DWO

EXHIBIT A, LEGAL DESCRIPTION -- Page 1 4813-4960-9717v 2

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

TRACT 2 DESCRIPTION 69.3 ACRES

BEING a tract of land situated in the Elijah B. Read Survey, Abstract No. 739, Collin County, Toxas and being a portion of a called a called 445.770 acre tract of land designated as "Tract 1" in the Special Warrenty Dead to Meritage Homes of Texas LLC and GRBK Edgewood, LLC recorded in instrument No. 20210602001110090, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

COMMENCING at the northwest comer of a called 375.9 acre tract of land described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District recorded in Instrument No. 2021/0525001054780, OPRCCT, same being the northwest corner of a said 445.770 acre tract;

THENCE North 89'48'12' East, along the north line of said 375.9 acre and said 445.770 acre tract, a distance of 3,426.86 feet to the northeast corner of said 375.9 acre tract, and being in County Road 551 (a variable width prescriptive right-of-way), from which the northeast corner of said 445.770 acre tract beers North 88'48'12' East, a distance of 10.00 feet;

THENCE South 00"09"36" West, with said County Road 551, along the east line of said 375.9 acre tract, 10-feet west of and parallel to the east line of said 445.770 acre tract, a distance of 2,455.00 feet to the most northerly southeast corner of said 375.9 acre tract, in a southerly line of said 445.770 acre tract;

THENCE South 88*48'46" West, along a common line of said 375.9 acre and said 445.770 acre tracts, a distance of 212.48 feet to an angle point;

THENCE South 00'04'27" West, continuing along a common line of said 375.9 acre and said 445.770 acre trects, a distance of 2,193.73 feat to the POINT OF BEGINNING;

THENCE North 87158'15" East, along a northerly line of said 445,770 acre tract, a distance of 1,897.54 feet;

THENCE South 1*43'06" West, a distance of 733.63 feet to a point in County Road 550 (a variable width prescriptive right-of-way);

THENCE with said County Road 550, the following courses and distances:

South 56"44"12" Wast, a distance of 469.39 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 35"16'26", a radius of 613,00 feet, a chord bearing and distance of South 36"40'41" West, 371.46 feet;

In a coulhwesterly direction, with said curve to the left, an arc distance of 377,39 feet;

South 18'47'44" West, a distance of 408,47 feet;

THENCE along the southerly lines of said 445,770 acre tract, the following courses and distances:

South 69"35"34" West, a distance of 1,000.06 feet;

North 2113138" West, a distance of 400.47 feet;

South 01'08'11' West, a distance of 500.06 feet.

South 86°46'19" West, a distance of 435.48 feet to a westerly line of said 445.770 acre tract;

NOTE: An exhibit drawing was prepared on even date to accompany this description.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish inferests in real property except those rights and interests implied or established by the crastion or reconfiguration of the boundary of the political subdivision for which it was prepared.

Continued on Sheet No. 3 of 7

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EXHIBIT A, LEGAL DESCRIPTION -- Page 2 4813-4960-9717v 2

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

Continued from Sheet No. 2 of 7

THENCE along said westerly line, the following courses and distances

North 01"13"41" West, a distance of 847.90 feet;

North 02°52'37" West, a distance of 71 32 feet an angle point in sold 445,770 acre tract and a southorly line of said 375.9 acre tract:

THENCE South 88*49*13" East, along said southerly trie, over and across said 445.770 acre tract, a distance of 484.67 foot to the most southerly southerst comer of said 375.9 acre tract;

THENCE North 00°04'27" East, along an easterly line of said 375.9 acre tract, continuing over and across said 445.770 acre tract, a distance of 843.28 feel to the POINT OF BEGINNING and containing 69.3 acres of land, more or loss.

BEARING BASIS: Bearings are based on the north line of a cafed 375.9 acre tract (North 89*48*12" East) as described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District, recorded in Instrument No. 20210525001054760, Official Public Records, Collin County, Texas.

This document was prepared under 22 TAC §138.95, does not rolled the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the postical subdivision for which it was prepared.

NOTE: An exhibit drawing was prepared on even date to accompany this description.



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EXHIBIT A, LEGAL DESCRIPTION - Page 3 4813-4960-9717v.2

ELIJAH B REED SURVEY, ABSTRACT NO. 739 COLLIN GOUNTY, TEXAS

TRACT 3 DESCRIPTION 0.6 ACRES

BEING a tract of land situated in the Etjah B. Roed Survey, Abstract No. 739, Colin County, Texas and being a portion of a called 445,770 acre tract of land designated as "Tract 1" in the Special Warranty Deed to Mertinge Homes of Texas LLC and GRBK Edgewood, LLC recorded in Instrument No. 20210602001110090, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

COMMENCING at the northwest corner of a called 376.9 acre tract of land described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District recorded in Instrument No. 20210525001054780, OPRCCT, same being the northwest corner of a said 445.770 acre tract;

THENCE North 89'48'12" East, along the north line of said 375.9 acre and said 445,770 acre tract, a distunce of 3,426.88 feet to the northeast corner of said 375.9 acre tract, and being in County Road 551 (a variable width prescriptive right-of-way), and being the POINT OF BEGINNING:

THENCE North 69°48'12" East, along the north line of said 445.770 scre tract, a distance of 10.00 feet to the northeast corner of said 445.770 scre tract;

THENCE South 00"00"36" West, with said County Road 551, along the east line of said 445.770 acre tract, 10-feet east of and parallel to the cost line of said 375.9 acre tract, a distance of 2,485.00 feet to the most northesty southeast corner of said 445.770 acre tract;

THENCE South 89"46"46" West, along a southerty line of said 445.770 acre tract, a distance of 10.00 feet to the most noitherty southward corner of said 376.9 acre tract;

THENCE North 00°09'36" East, with said County Road 551, along the east line of said 375.9 acre tract, 10-feet west of end parallel to the east line of said 445,770 acre tract, a distance of 2,465.00 feet to the POINT OF BEGINNING and containing 0.6 acres, more or less

BEARING BASIS: Bearings are based on the north line of a called 375.9 acre tract (North 80°48'12" East) as described in "Exhibit C" of the First Amended And Restated Agreement Relating To Creation And Operation Of Lakehaven Municipal Utility District, recorded in Instrument No. 20210525001054780, Official Public Records, Collin County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE: An exhibit drawing was prepared on even date to accompany this description.



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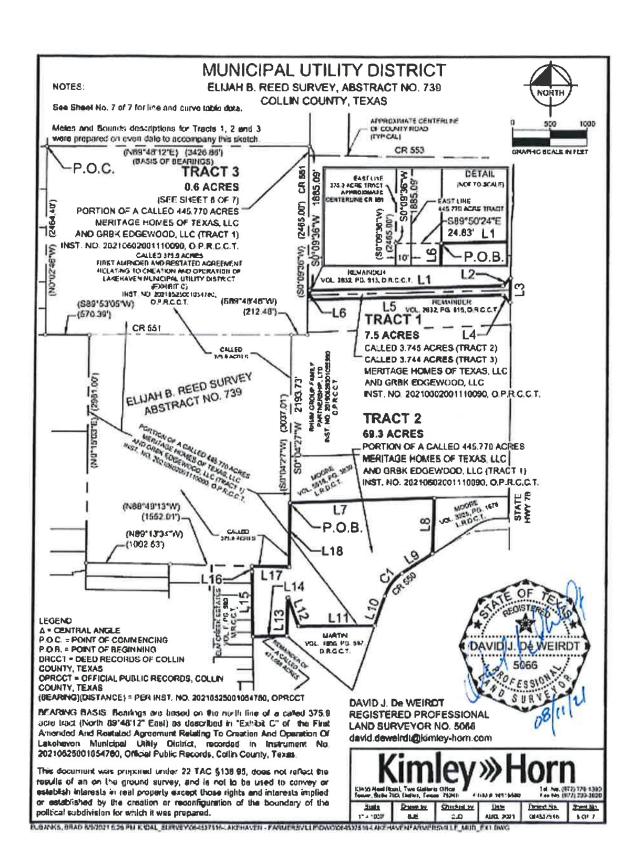


EXHIBIT A, LEGAL DESCRIPTION - Page 5 4813-4960-9717v.2

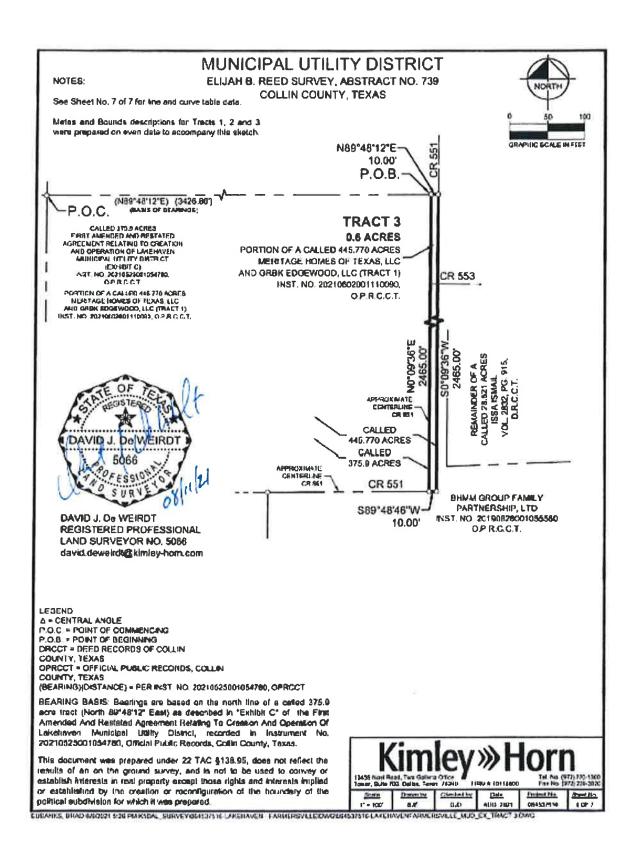


EXHIBIT A, LEGAL DESCRIPTION - Page 6

4813-4960-9717v.2

ELIJAH B. REED SURVEY, ABSTRACT NO. 739 COLLIN COUNTY, TEXAS

LINE TABLE					
NO.	BEARING	LENGTH			
L1	N68'30'19'E	2535 32*			
L2	N441341171E	143.66			
L3	S001291151W	320.06			
L4	N45'25'43'W	139.14'			
L5	S88'39'19'W	2535.03			
L6	N001201681E	120.05'			
L7	N87"58"15"E	1697.54			
Lê	S01*43'08'W	733.831			
LS	856*44*12*W	469.39			
L10	818'4744'W	408.47"			
LII	\$89°35'34'W	1000.06			
L12	N21'31'36'W	400.47			
L13	S01108111WV	500.06			
L14	888,48,18,M	435.48			
L15	N01*13'41'W	847.90'			
L16	N02'52'37'VV	71.32			
L17	\$88'49'13'E	484.67			
L 18	N00'04'27'E	843.28			

CUI	RVE TABL	£			
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	35"16"26"	613.00	377.39	\$36'40'41'W	371.46

BEARING BASIS: Bearings are based on the north line of a colled 375.9 acre tract (North 89°48'12" East) as described in "Exhibit C" of the First Amended And Restated Agreement Refetting To Creation And Operation Of Lakehaven Municipal Utility District, recorded in Instrument No. 20210625001054780, Official Public Records, Collin County, Texas.

This document was prepared under 22 TAC §138.95, does not rafact the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

| Kimley | Horn | Id. No. (8/2) 775-131 | Fower Suits / RQ | Dates | Principle | Principle

EURANAS, BRAD SSIGUELD 25 MAIKSDAL, BURGEYCOASSIE HEAGHAGAN - FARLARBARI LEIDINGGOASSIEDIE AKEHMENEMILLE MUD, EXEDING

EXHIBIT A, LEGAL DESCRIPTION - Page 7 4813-4960-9717v.2

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon Resolution #R-2021-0824-002 regarding a negotiated settlement between the Atmos cities Steering Committee and Atmos Energy Corp., for the Company's 2021 rate review mechanism filing declaring existing rates to be unreasonable.
То	Mayor and Council Members
From	Ben White, City Manager
Date	August 24, 2021
Attachment(s)	1. Staff Report 2. R-2021-0824-002 3. R-2020-0211-001 regarding fee to Steering Committee
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action



STAFF REPORT FOR RESOLUTION #R-2021-0824-002

Consider/Discuss/Act on Resolution #R-2021-0824-002 Regarding a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division for the Company's 2021 Rate Review Mechanism Filing Declaring the Initially Proposed Rates to be Unreasonable and Approving the Negotiated Rate Settlement Identified in the Resolution

To:

Honorable Mayor and City Council

From:

Paula Jackson, Assistant to the City Manager

Sandra Green, TRMC, City Secretary

Alan Lathrom, City Attorney

The City Council raised several questions good questions regarding the proposed Resolution approving a settlement between the Atmos Cities Steering Committee ("ACSC") of which the City is a member, and Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"). The City paid a fee of \$0.05 per capita of its population to participate in the ACSC during the current fiscal year as reflected in the Resolution enclosed with this Staff Report. The following information provided by ACSC addresses the situation regarding the increase in rates sought by Atmos Mid-Tex. It also explains the problems with the "GRIP" (a state statutory increase process defined below) process and the "RRM" (explained and defined below) process explained below that was negotiated with Atmos Mid-Tex in 2007.

Long story short, the actions of the ACSC were able to reduce the Company's claimed increase under the "GRIP" (a state statutory increase process defined below) from additional systemwide revenues of \$43.4 million to a total of \$16.8 million under the "RRM" (explained and defined below) for the 172 ACSC cities. The impact of the proposed settlement results in an increase on

average residential rates of \$1.28 on a monthly bill, or 2.2 percent, from \$58.30 to \$59.58 per month. The increase for average commercial usage will be \$4.03 on a monthly bill, or 1.61 percent, from \$250.10 to \$254.13 per month. The City's alternative to working with the other cities in the ACSC and the ACSC Steering Committee selected by its member cities is simply paying rate increases allowed by the State of Texas under the GRIP.

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM

process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS IN THE RESOLUTION:

- 1. This section approves all findings in the Resolution.
- 2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
- 3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
- 4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$22.78 million from ACSC Cities.
- 5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
- 6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
- 7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.

- 8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
- 9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- 10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
- 11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
- 12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

Attachment 1 to Model Staff Report

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION RRM CITIES RATE REVIEW MECHANISM PROOF OF REVENUES - RRM CITIES TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class	Current	-	Proposed	Billis	Cc#MmBtu	Current Revenues		Proposed Revenues	Increase		
	(a)	(b)		(c)	(d)	(e)	(1)		(9)	(h)		
1	Residential											
2	Customer Charge	\$ 20.25	\$	20.85	13,861,632		\$ 280,698,048	5	289,015,027		\$	8.316.979
3	Consumption Charge	0.26651		0.27979		627,298,034	167, 181, 199		175,511,717		\$	8,330,518
4	Revenue Related Taxes						30,398,805		31,528,717			
5	Total Class Revenue						\$ 478,278,052	\$	496,055,461	\$ 17,777,409		
6												
7	Commercial											
8	Customer Charge	\$ 54.50	\$	56.50	1,094,352		\$ 59,642,184	\$	61,830,888		\$	2,188,704
9	Consumption Charge	0.11728		0.12263		363,850,875	42,672,431		44,619,033		\$	1,946,602
10	Revenue Related Taxes						6,944,376		7,225,051			
11	Total Class Revenue						\$ 109,258,991	\$	113,674,972	\$ 4,415,981		
12												
13	Industrial & Transportation											
14	Customer Charge	\$ 1,014.50	\$	1,054.75	7,056		\$ 7,158,312	\$	7,442,316		\$	284,004
15	Consumption Charge Tier 1	\$ 0.4157	\$	0.4330		7,479,741	3,109,328		3,238,728		\$	129,400
16	Consumption Charge Tier 2	\$ 0.3044	\$	0.3171		8,282,846	2,521,298		2,626,490		\$	105,192
17	Consumption Charge Tier 3	\$ 0.0653	\$	0.0680		13,018,926	850, 136		885,287		\$	35,151
18	Revenue Related Taxes						 925,722		963,306			
19	Total Cass Revenue						\$ 14,564,796	\$	15,156,127	\$ 591,331		
20												
21	Total Excluding Other Revenue						\$ 602,101,840	\$	624,886,561	\$ 22,784,721	\$2	21,336,550
22												
23												
24	Revenue Related Tax Factor	6.7873%										

Attachment 2 to 2021 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION AVERAGE BILL COMPARISON - BASE RATES TEST YEAR ENDING DECEMBER 31, 2020

Line									
No.									
1	Rate R @ 45.2 Ccf					Current	Pro	pposed	Change
2	Customer charge					\$ 20.25			
3	Consumption charge	45.2		CCF	X \$ 0.26651	= 12.05			
4	Rider GCR Part A	45.2		CCF	X \$ 0.16000	= 7.23			
5	Rider GCR Part B	45.2		CCF	X \$ 0.33320	= 15.06			
6	Subtotal					\$ 54.59			
7	Rider FF & Rider TAX		\$	54.59	X 0.06787	= 3.71			
8	Total					\$ 58.30			
9						======			
10	Customer charge						\$	20.85	
11	Consumption charge	45.2		CCF	X \$ 0.27979	=		12.65	
12	Rider GCR Part A	45.2		CCF	X \$ 0.16000	=		7.23	
13	Rider GCR Part B	45.2		CCF	X \$ 0.33320	=		15.06	
14	Subtotal						\$	55.79	
15	Rider FF & Rider TAX		\$	55.79	X 0.06787	=		3.79	
16	Total						\$	59.58	1.28
17									2.20%
18									
19	Rate C @ 332.5 Ccf					Current	Pre	posed	Change
20	Customer charge					\$ 54.50	-		
21	Consumption charge	332.5		CCF	X \$ 0.11728	= 38.99			
22	Rider GCR Part A	332.5		CCF	X \$ 0.16000	= 53.20			
23	Rider GCR Part B	332.5		CCF	X \$ 0.26321	≖ 87.51			
24	Subtotal					\$ 234.20			
25	Rider FF & Rider TAX		\$	234.20	X 0.06787	= 15.90			
26	Total					\$ 250.10			
27									
28	Customer charge						\$	56.50	
29	Consumption charge	332.5		OCF	X \$ 0.12263	=		40.77	
30	Rider GCR Part A	332.5		CCF	X \$ 0.16000	=		53.20	
31	Rider GCR Part B	332.5		CCF	X \$ 0.26321	=		87.51	
32	Subtotal						\$	237.98	
33	Rider FF & Rider TAX		\$	237.98	X 0.06787	=	-	16.15	
34	Total		-				-		4.00
	i otal						\$	254.13	4.03

37 Customer charge \$ 1,014.50 38 Consumption charge 1,500 MMBTU X \$ 0.4157 = 623.55 39 Consumption charge 2,570 MMBTU X \$ 0.3044 = 735.05	
20 Consumption champ 2.570 MANDEL V.C. 0.0044 Sec. 0.5	
39 Consumption charge 2,579 MMBTU X \$ 0.3044 = 785.05	
40 Consumption charge 0 MMBTU X \$ 0.0653 = -	
41 Rider GCR Part A 4,079 MMBTU X \$ 1.5625 = 6,373.46	
42 Rider GCR Part B 4,079 MMBTU X \$ 0.5380 =2,194.58	
43 Subtotal \$ 10,991.14	
44 Rider FF & Rider TAX \$ 10,991.14 X 0.06787 = 746.00	
45 Total \$ 11,737.14	
46	
47 Customer charge \$ 1,05	1.75
	9.50
	7.80
50 Consumption charge 0 MMBTU X \$ 0.0680 =	-
51 Rider GCR Part A 4,079 MMBTU X \$ 1.5625 = 6,37	
52 Rider GCR Part B 4,079 MMBTU X \$ 0.5380 × 2,19	
53 Subtotal \$ 11,09	
	2.72
	2.81 \$ 105.67
56	0.90%
57 Rate T @ 4079 MMBTU Current Proposed	
58 Customer charge \$ 1,014.50	Citalige
59 Consumption charge 1,500 MMBTU X \$ 0.4157 = 623.55	
62 Rider GCR Part B 4,079 MMBTU X \$ 0.5380 * 2,194.58	
63 Subtotal \$ 4,617.68	
64 Rider FF & Rider TAX \$ 4,617.68 X 0.06787 = 313.41	
65 Total <u>\$ 4,931.09</u>	
66	
67 Customer charge \$ 1,05	
	9.50
	7.80
70 Consumption charge 0 MMBTU X \$ 0.0680 =	•
71 Rider GCR Part B 4,079 MMBTU X \$ 0.5380 = 2,19	
72 Subtotal \$ 4,71	
	0.13
74 Total \$ 5,03	6.76 \$ 105.67
75	2.14%

Attachment 3 to 2021 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION RESIDENTIAL AVERAGE BILL COMPARISON (EXCLUDING GAS COSTS)

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

^[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

CITY OF FARMERSVILLE RESOLUTION #R-2021-0824-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED **EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING** THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES: DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE **ACSC'S LEGAL COUNSEL.**

WHEREAS, the City of Farmersville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are

just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

(Remainder of page intentionally left blank.)

	BY THE CITY COUNCIL OF THE CITY OF EOF, ON THIS THE 24 th DAY OF
	CITY OF FARMERSVILLE, TEXAS
	BRYON WIEBOLD, Mayor
ATTEST:	
SANDRA GREEN, TRMC City Secretary	
APPROVED AS TO FORM:	
ALAN D. LATHROM, City Attorney	

Exhibit A to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs Effective December 1, 2021

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	R - RESIDENTIAL SALES						
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF						
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:					

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Bill	\$ 20.85 per month	
Rider CEE Surcharge	\$ 0.05 per month ¹	
Total Customer Charge	\$ 20.90 per month	
Commodity Charge – All Ccf \$0.27979 per Ccf		

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notic

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	C - COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Bill \$ 56.50 per month		
Rider CEE Surcharge	\$ 0.01 per month ¹	
Total Customer Charge	\$ 56.51 per month	
Commodity Charge – All Ccf	\$ 0.12263 per Ccf	

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE;	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Meter	\$ 1,054.75 per month	
irst 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MM8tu	
lext 3,500 MM8tu	\$ 0.3171 per MMBtu	
II MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu	

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX,

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I - INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION				
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF				
EFFECTIVE DATE: Bills Rendered on or after 12/01/2021		PAGE:			

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MM8tu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MM8tu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s),

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION				
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF				
EFFECTIVE DATE: Bills Rendered on or after 12/01/2021 PAGE:		PAGE:			

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RIDER:	WNA - WEATHER NORMALIZATION ADJUSTMENT				
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF				
EFFECTIVE DATE: Bills Rendered on or after 12/01/2021		PAGE:			

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAF;	=	R _i	(HSF _i	х	(NI	DD-A	ADD))
			(BL _i	+	(HSF _i	Х	ADD))
Where	ŧ	any particular Rate Sci particular Rate Sched	_				
WNAFi	E	Weather Normalization Adjustment Factor for the i th rate schedule or classification expressed in cents per Ccf					
R _í	=	Commodity Charge rate of temperature sensitive sales for the i th schedule or classification.					
HSF _i	=	heat sensitive factor for the $i^{\mbox{th}}$ schedule or classification divided by the average bill count in that class					
NDD	=	billing cycle normal hea average of actual heat			ited as	the s	imple ten-year
ADD	=	billing cycle actual hea	ting degree days	i.			
Blį	= 1	base load sales for the bill count in that class	i th schedule or	classifica	ition div	ided	by the average

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_1 = WNAF_1 \times q_{ij}$$

Where q₁ is the relevant sales quantity for the jth customer in ith rate schedule.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT				
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF				
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:			

Base Use/Heat Use Factors

	Reside	ential	Commercia	<u>al</u>
	Base use	Heat use	Base use	Heat use
Weather Station	<u>Ccf</u>	<u>Ccf/HDD</u>	<u>Ccf</u>	Ccf/HDD
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mbx-wna, in Excel format, a Weather Normalization Adjustment (WNA) Report to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the WNA Report with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Benchmark for Pensions and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL TEST YEAR ENDING DECEMBER 31, 2020

		Shared Services Mid-Tex Din							Id-Tex Direct		
Line No.	Description		Pension count Plan		Post: mployment enefit Plan	A	Pension court Plan		upplemental ecutive Benefit Plan	Post- mployment lensfit Plan	djustment Total
	(a)		(b)		(c)		(d)		(e)	(1)	(9)
1 2	Proposed Benefits Benchmark - Fiscal Year 2021 Willia Towers Watson Report as adjusted (1) (2) (3) Allocation to Mid-Tex	\$	2,917,949 43,58%	\$	4,908,358 43,68%	\$	5,447,063 75,11%		293,818 100.00%	\$ 6,600,073 76,11%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$	1,274,655	\$	2,144,130	\$	4,145,546	\$	293,818	\$ 5,023,057	
5	O&M and Capital Allocation Factor Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$	1,274,655	\$	100.00% 2,144,130	\$	100.00% 4,145,546		100.00% 293,818	\$ 100.00% 5,023,057	\$ 12,881,20
6 7											
8	Summary of Costs to Approve (1):										
10 11	O&M Expense Factor (WP_F-2.3, Ln 2)		75.07%		75.07%		38.66%		11.00%	38,66%	
13	Total Pension Account Plan	\$	956,873		# 800 E80	\$	1,502,484				\$ 2,559,35
14 15	Total Post-Employment Benefit Plan Total Supplemental Executive Benefit Plan			\$	1,609,582			\$	32,322	\$ 1,941,691	3,551,27:
16	Total (Ln 13 + Ln 14 + Ln 15)	\$	956,873	\$	1,609,582	\$	1,602,484	\$	32,322	\$ 1,941,691	\$ 6,142,95

18 Notes:

- 19 1 Studies not applicable to Mid-Tex or Shared Services are omitted.
- 20 2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
- 21 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods
- 22 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
- 23 3 SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes

Exhibit C to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION RATE BASE ADJUSTMENTS TEST YEAR ENDING DECEMBER 31, 2020 AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amor®zation	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(9)	(1)	(9)	(h)	(0)
1	2017 (3)	\$ %	\$ @	\$ (51,477,654) \$			\$ 343,746,535	1 -	\$ 292268881
Ž	2018	(51,477,654)	494,977	(50 982 677)	343 746 535	(3.513.868)	340 232 667	(3.018.891)	289,249,991
3	2019	(50.982.677)	1.979.910	(49,002,787)	340,232,667	(14,057,872)	328.174.795	(12,077.963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	3 12 1 85 8 88	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,896	(26,390,127)	285,795,760	(22,925,284)	242237.745
8	2022	(43.558.015)	1,979,910	(41,578,105)	285,795,760	(50.167.528)	225,628,231	(58.187.619)	184,050,128
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(80 167 528)	165,460,703	(58,187,619)	125,882,508
8	2024	(39.598,195)	1,979,910	(37,618,286)	165,460,700	(60.167.528)	105.293.175	(59.187.619)	67.674.889
9	2025	(37.618.286)	1,979,910	(35.638.376)	105,293,175	(60.167.528)	45,125,646	(58 187.619)	9.487.270
10	2028	(35,638,378)	1,979,910	(33.658,466)	45,125,646	(45,125,648)	(0)	(43.145.737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1 979 910	(31,678,556)
12	2028	(31.678.556)	1,979,910	(29,698,647)	•	<u> </u>		1,979,910	(29.698.647)
13	2029	(29.698.647)	1,979,910	(27.718.737)	-			1,979,910	(27.718.737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	*	- W		1 979 910	(25,738,827)
15	2031	(25.736.827)	1,979,910	(23,758,917)	10 m			1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-			1.979.910	(21.779.007)
17	2033	(21.779,007)	1,979,910	(19,799,098)	*	*		1,979,910	(19.799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)				1 979 910	(17,819,188)
19	2035	(17,819,189)	1,979,910	(15.839,278)	*	*		1,979,910	(15,839,278)
20	2036	(15,839,278)	1.979.910	(13,859,368)	*	2		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)		8		1,979,910	(11,879,459)
22	2038	(11.879.459)	1,979,910	(9.899.549)	*	*		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	2	ω.		1,979,910	(7.919.639)
24	2040	(7,919,639)	1,979,910	(5.939.729)	,			1,979,910	(5,939,729)
25	2041	(5.939.729)	1,979,910	(3,959,820)				1,979,910	(3,959,820)
26	2042	(3.959.820)	1,979,910	(1,979,910)	2	2		1,979,910	(1.979.910)
27	2043	(1,979,910)	1,979,910	0		<u> </u>		1 979 910	0
28		,							
29	Revenue Related					See WP_F-5.1		6.79%	
30		Taxes on Annual Amo	TOTAL CONTRACTOR OF THE PARTY O			Amortization * Tax Fa	ctor	\$ 3,949,355	
31	Amortization incl	uding Revenue Related	Taxes		A	mortzation + Taxes		\$ 62,136,973	
32									

^{34 1.} The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.

 ^{2.} The Regulatory Liability is recorded to FERC Accounts 253 and 242. Sub Account 27909.
 3. This is the final Mid-Tex liability belance fling the Fiscal Year 2018 tax return.

CITY OF FARMERSVILLE RESOLUTION #R-2020-0211-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Farmersville is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the City; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interest of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section 1. The City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Farmersville and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section 2. The City is further authorized to pay its 2020 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section 3. A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Officer, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 11th DAY OF FEBRUARY, 2020.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda					
Section Number	/I.D					
Subject	Consider, discuss and act upon the renewal of the interlocal greement with Collin County regarding Environmental Services.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	August 24, 2021					
Attachment(s)	Renewal for ILA Original ILA					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 					



Contract Amendment

Two (2)

Office of the Purchasing Agent Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, TX 75071 972-548-4165

Contract Am	City of Farmersville 205 S. Main St. Farmersville, Texas 75442 Court Order No.: endment No.: 1	Court Order No. Court Order No.		10/1/2022 2020-029 Interlocal Agreement for Environmental Services
	endment No.:	Court Order No.		
Contract Am	endment No.:	Court Order No.		
Contract Am	endment No.:	Court Order No.		
	YOU ARE DIRECTED T	O MAKE THE FOLLO	OWING AMENDMENT TO T	HIS CONTRACT
ITEM #1	Extend agreement for a one (1 Agreement shall be in effect fr			f the agreement. September 30, 2022. (Renewal 2)
ITEM #2	Total amount for fiscal year 20)22:	\$3,424.00	
	4,280 residents x \$.80 per re	sident.		
Except as	provided herein, all terms	and conditions	of the contract remai	n in full force and effect
and may d	only be modified in writing	signed by both	parties.	
	ACCEPTED BY:	_(Print Name)		O AUTHORIZED BY COLLIN COUNTY RS' COURT
	City of Farmersville		Callin County A	dministration Building
	205 S. Main St.		•	le Rd, Ste 3160
	Farmersville, Texas 75442		McKinney, Texa	•
	SIGNATURE TITLE: DATE:	-	Michelle Charn Purchasing Age DATE:	oski, NIGP-CPP, CPPB ent

INTERLOCAL ENVIRONMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the **8th** day of October 2019, by and between the City of Farmers ville ("Municipality"), and Collin County ("County"), local governments of the State of Texas.

RECITALS

The County operates the Collin County Environmental Health Care Services, which is a local health department established pursuant to the local Public Health Reorganization Act. Chapter 121. Texas Health and Safety Code ("The Act").

The Collin County Environmental Health Care Services performs public health functions that the County is authorized to perform including, but not limited to, environmental services to protect and promote public health.

The Municipality desire to obtain certain environmental services from the County to be performed for Municipality's residents to their health and welfare.

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

SECTION 1. DEFINITIONS

- 1.01 <u>Environmental Services.</u> The term "Environmental Services: means Services provided by the Collin County Environmental Health Department. These services shall include, but are not limited to:
 - a. inspections of the day care facilities
 - b. inspections of restaurants, schools and other food service facilities
 - c. inspections of public swimming pools
 - d. inspections of hotels and motels
 - e. inspections of bed and breakfast establishments
 - f. investigating any other environmental healthcomplaints
 - g. investigating complaints related to the activities listed in a-e above
- 1.02 <u>Inspection.</u> The term "Inspection" means an on-site examination to determine whether the facility being inspected is in compliance with the Municipality's Standards.
- 1.03 <u>Municipality Standards.</u> The term "Municipality Standards"" means state and local ordinances and regulations that have been adopted by the Municipality which are applicable to the facility being inspected.

SECTION 2. TERM

2.01 Term. The term of the Agreement shall commence on the 1st day of October, 2019, and

shall continue in full force and effect through September 30, 2020. At the County's option, and with approval by the Municipality, the Agreement may be renewed for five (5) additional one (1) year periods.

2.02 <u>Termination.</u> 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 to the Municipality's residents, on behalf of the Municipality, the Environmental Service or services required for the enforcement of state ordinances and regulations.
- 3.02 <u>Time of Performance</u>. The County agrees to perform the services required by the Municipality under this Agreement, within three (3) working days of receipt of any complaint or request by the Municipality. Provided however, the Municipality may request emergency inspections at their sole discretion and the County agrees to inspect accordingly. The applicant must request of the Municipality an inspection as defined in accordance with the City of Anna Food Service and/or Retain Food Store Ordinance as it exists or may be amended.
- 3.03 <u>Notification to Municipality.</u> The County agrees to notify the Municipality in writing on report forms provided by the Municipality of the results of the County's inspection within five (5) working days of the inspection.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISIONS

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

SECTIONS 5. COMPENSATION

- 5.01 Basic Charge. The Municipality shall pay the County a yearly Basic Charge calculated as \$.80 per each inhabitant of the Municipality as determined by the most recent North Texas Council of Government population projections for the services to be performed under this Agreement. The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installments. The first installment shall be due on October 1, 2019. The remaining installments shall be due at three (3) month intervals from the date of execution of this Agreement and when the County submits an invoice to the City for the amount due.
- 5.02 Initial Charge. The initial charge for services beginning October 1, 2019 and continuing through and including September 30, 2020 shall be \$2,672.00 payable to Collin County in quarterly installments. This figure is based on a population number of 3,340 inhabitants x \$.80 per inhabitant annually.
- 5.03 Future Charges. Future charges shall be submitted to the Municipality in the form of a

contract amendment and will detail the population number used to formulate the charge for services.

- 5.04 <u>Inspection Charge</u>. In addition to the Basic Charge set out in Section 5.01, an Inspection Charge in an amount determined by the Collin County Commissioners' Court shall be collected by the County from the person receiving the services for each inspection performed by the County under the terms of this Agreement. The County shall bill the person receiving the service for the Inspection Charge. The Municipality shall be exempt from all charges made pursuant to this section.
- 5.05 <u>Source of Payment.</u> The Municipality agrees that payments which it is required to make under this Agreement shall be made out of the Municipality's current revenues.
- 5.06 <u>Issuance of Permits.</u> The Municipality and County agree that requests for services under this Agreement shall be made by the business or property owners. Complaints received by the Municipality shall also be referred to the County for services. The Municipality may further request inspections on its own initiative.

SECTION 6. CIVIL LIABILITY

The parties agree that the County shall be acting as an independent contractor for the Municipality in performing services contemplated by this Agreement.

However. Municipality shall cause County to be listed as an additional insured on Municipality's policies of insurance in connection with the County's potential liability for any claims arising from the services provided by County under this Agreement, it being understood that while County is acting as an independent contractor in performing such services, it is doing so under the Municipality's direction and control and for the benefit of the municipality.

SECTION 7. AMENDMENT

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

SECTION 8. CONTROLLING LAW

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

SECTION 9. NOTICES

9.01 Forms 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, seventy-two (72) 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.

- 9.02 <u>Addresses.</u> All communication provided for in this Agreement shall be addressed as follows:
- (a) If to the County, to:
 Collin County Environmental Health Services
 4690 Community, Suite 200
 McKinney, Texas 75071
- (b) Collin County Administrator, to:
 Bill Bilyeu
 2300 Bloomdale #4192
 McKinney, Texas 75071
- (c) If to the Municipality, to:

 Benjamin L. White

 Lity Manager

 205 S. Main St.

 Farmersville, Tx

 15442

Or such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition. Notice of Termination of this agreement by the Municipality shall be provided by the Municipality to the County Judge of Collin County as follows:

The Honorable Chris Hill Collin County Judge Collin County Administration Building 2300 Bloomdale Rd., Suite 4192 McKinney, Texas 75071

SECTION 10. CAPTIONS

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

SECTION 11. OBLIGATION 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 12. COUNTERPARTS

This Agreement may be executed in counterparts, each which, shall be deemed an original for all purposes.

SECTION 13. SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

SECTION 14. EXCULSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the Municipality 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 15. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties requesting 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

IN:

DATE: 22 OCT 2019

"MUNICIPALITY"
CITY OF FARMERSVILLE

TITLEOMANOR

DATE: 10-8-19

Title: City Secretar

Agenda Section	Regular Agenda					
Section Number	√I.E					
Subject	Consider, discuss and act upon Dunaway DBI Professional Services Agreement.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	August 24, 2021					
Attachment(s)	Agreement					
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to a future agenda. • No motion, no action 					

THE STATE OF TEXAS PROFESSIONAL SERVICES CONTRACT § §

For Engineering / Consulting Services

COUNTY OF COLLIN Ş Services with DUNAWAY | DBI.

THIS CONTRACT is entered into on this _____ day of 20___,1 by and between the CITY OF FARMERSVILLE, TEXAS, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and DUNAWAY | DBI, a Texas limited liability company, ("hereinafter referred to as "CONSULTANT") whose local address is 118 McKinney Street, Farmersville, Texas 75442 and corporate address is 550 Bailey Ave #400, Fort Worth, TX 76107.

WITNESSETH

WHEREAS, CITY desires to obtain engineering and consulting services from CONSULTANT in conjunction with the design and construction of multiple City of Farmersville Infrastructure Construction projects working with the City entities, staff, and any appropriate consultants as may be requested and designated by the CITY; and

WHEREAS, CONSULTANT is an architectural or engineering firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the professional level of care and skill ordinarily provided by competent members of the architectural and engineering professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent engineer or architect. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional, and national professional standards. CONSULTANT shall at all times pertinent to the performance of this Contract maintain the appropriate Registrations and Licenses to practice in the

¹ If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

State of Texas. CONSULTANT shall also assure that CONSULTANT's owners, officers, employees, contractors, and subcontractors performing tasks and providing services pursuant to this Contract are at all times pertinent to the performance of this Contract properly licensed to perform such tasks and provide such services in the State of Texas.

II. Scope of Services

CONSULTANT shall perform such services as are necessary to serve the CITY as the City Engineer specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for the performance and delivery of the services described herein shall not exceed the amount budgeted for the services of the City Engineer during a given fiscal year, as the CITY's Budget may be amended from time to time. All such amounts budgeted for the City Engineer shall be deemed encumbered to support this Contract and no unfunded debt shall be incurred in the performance of this Contract. This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on an hourly basis at the hourly rates described in Attachment "B" hereto entitled "Schedule of Hourly Rates" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. In the alternative, CITY and CONSULTANT may agree in advance and in writing that a particular capital improvement design project should be billed on a percentage of construction cost basis rather than on an hourly basis at the rates described in Attachment "C" hereto entitled "Percentage of Construction Cost Rates"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "C" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following reasonable and documented "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the Any expenses that do not fit within any of the categories of CONSULTANT. Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month. Each invoice shall be itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by each such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, et seq.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV. Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V. <u>Term</u>

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities, or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

VII. Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications, and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance Requirements

A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for, and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

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

- Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- 2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
- 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
- 4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission, or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:

- A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- 2. The City of Farmersville, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.
- 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

IX. Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and

shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X. Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI. CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE

INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR CONSULTANT'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR CONSULTANT'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

XIII. Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee, or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV. <u>Default</u>

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this

Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled <u>Indemnification</u>, and XVII entitled <u>Confidential</u> <u>Information</u> shall survive termination of this Contract.

XV. Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

<u>Form 1295 Availability</u>: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/filinginfo/1295/

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII. Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public, or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which

contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVIII. <u>Mailing Address</u>

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM City Manager City of Farmersville 205 S. Main Street Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Eddy W. Daniel, P.E.
Senior Line of Business Manager

DUNAWAY | DBI

118 McKinney Street
Farmersville, Texas 75442.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed, or personally delivered by the sending party.

XIX. Applicable Law

The CONTRACT is entered into subject to the ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XX. <u>Severability</u>

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI. Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII. Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII. <u>Non-Waiver</u>

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV. <u>Headings</u>

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV. Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVI. No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXVII. No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _		
	Bryon Wiebold Mayor	
Date	Signed:	

ATTEST:	
SANDRA GREEN, TRMC City Secretary	
APPROVED AS TO FORM:	
ALAN D. LATHROM City Attorney	
	DUNAWAY DBI , a Texas limited liability company
	By: EDDY W. DANIEL, P.E. Senior Line of Business Manager
	Date Signed:

Attachment "A"

Scope of Work

PART 1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below. (Note: This Exhibit shall be used when the Engineer is performing services associated with a construction project. Upon agreement between Engineer and Owner, the services and time-frames may be modified.)

A.1.01 Study and Report Phase

A. Engineer shall:

- 1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
- 2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
- 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
- 4. Identify and evaluate all reasonable alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
- 5. If required, prepare a preliminary engineering report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
- 6. If required, perform or provide the following additional Study and Report Phase tasks or deliverables:
 - a. Environment Reports.
 - b. Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
 - c. Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project.
- 7. Furnish <u>three (3)</u> review copies of the Report and any other deliverables to Owner within <u>90</u> calendar days of authorization to begin services and review it with Owner.
- 8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish <u>three (3)</u> copies of the revised Report and any other deliverables to the Owner within <u>30</u> calendar days of receipt of all such comments.

Page 1 of 9 Pages (Exhibit A – Engineer's Services)

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B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by Owner, as appropriate.

A.1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 - 3. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
 - 4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 - 6. Furnish <u>three (3)</u> review copies of the Preliminary Design Phase documents and any other deliverables to Owner within <u>90</u> calendar days of authorization to proceed with this phase, and review them with Owner.
 - 7. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner and furnish to Owner <u>three (3)</u> copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within <u>30</u> calendar days after receipt of all such comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 3. Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.

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- 4. Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors, regulatory agencies, within <u>30</u> calendar days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents. Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase.
- 5. Revise the Bidding Documents in accordance with comments and instructions from the Owner and submit <u>four (4)</u> final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within <u>30</u> calendar days after receipt of all such comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.6 have been delivered to and accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

A.1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
 - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

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- 1. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
- 2. Resident Project Representative (RPR). Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- 3. Selecting Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.O.
- 4. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
- 5. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 6. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 7. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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- 8. Defective Work. Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 9. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 11. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.
- 13. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 14. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

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- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 16. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.05.A.11.
- 17. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, and Contractor.
- 18. Record Drawings. Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
- 19. Final Notice of Acceptability of the Work. In company with Owner's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A.1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Page 6 of 9 Pages (Exhibit A – Engineer's Services)

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
 - 1. Provide assistance in connection with the adjusting of Project equipment and systems.
 - 2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
 - 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - 4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.
- B. The Engineer shall provide a total of <u>10</u> hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's Correction Period.

PART 2 - ADDITIONAL SERVICES

- A.2.01 Additional Services Requiring Owner's Advance Written Authorization
 - A. If authorized in writing by Owner, with Agency concurrence, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - Preparation or review of environmental assessments and impact statements; review and evaluation of the
 effects on the design requirements for the Project of any such statements and documents prepared by others;
 and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental
 impact of the Project (which are not part of Basic Services).
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
 - 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
 - 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 6. Providing renderings or models for Owner's use.

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- 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 8. Furnishing services of Engineer's Consultants for other than Basic Services.
- 9. Services attributable to more prime construction contracts than specified in paragraph A.1.03.C.
- 10. Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.
- 15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
- 17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 18. Preparation of operation and maintenance manuals.
- 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- 23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract

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in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

- 24. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 25. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- 26. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Page 9 of 9 Pages (Exhibit A – Engineer's Services)

Attachment "B"

Schedule of Hourly Rates



STANDARD TERMS & CONDITIONS

Page 1 of 2

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

I. Basis of Compensation. Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2021 STANDARD HOURLY BILL RATE SCHEDULE

2021 STANDARD HOURLT BILL RATE SC	HEDULE
STAFF TYPE	HOURLY BILL RATE
Administrative	\$90.00 - \$160.00
Information Systems	\$110.00 -\$121.00
Marketing/Business Development	\$95.00 - \$275.00
Financial	\$125.00 - \$286.00
Civil Technician	
Civil Designer	\$65.00 - \$143.00
Graduate Engineer	\$125.00 - \$143.00
Project Engineer	\$140.00 - \$226.00
Managing Engineer	\$170.00 - \$193.00
Technical Engineer	
Project Surveyor	\$155.00 - \$171.00
Survey Party Chief	\$125.00 - \$160.00
Survey Technician	. \$90.00 - \$132.00
Survey Field Assistant	
GIS	\$100.00 - \$171.00
Planner	. \$105.00 - \$231.00
Landscape Architect Intern	
Landscape Designer	
Landscape Architect	
Environmental Scientist	. \$110.00 - \$154.00
Intern	
Discipline Lead	
Engagement Manager	
Line of Business Manager/Executive	.\$280.00 - \$320.00
Regional Manager/Executive	. \$265.00 - \$292.00
Managing Partner	
Chairman/President	. \$475.00 - \$540.00

- Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.
- III. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

- IV. No Duties to Third Parties. The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- V. Claims Limited to Insurance Coverage. The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.
- General Contractor Duties and Responsibilities. Neither the professional activities of Dunaway Associates, LLC. nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.
- VII. Cancellation. It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.
- Payments and Interest. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.
- X. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates,

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STANDARD TERMS & CONDITIONS

Page 2 of 2

LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, and shall defend and indemnify Dunaway Associates, LLC from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of

- Legal Action. Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.
- Dispute Resolution and Termination. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.
- Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- Surveying Regulations. Land Surveying in the State of XIII. Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Auslin, Texas 78741, telephone number (512) 440-7723.

 Dunaway Associates, LLC Survey Firm Registration #10098100 Dunaway | UDG Survey Firm Registration #100659
- Reimbursable Expenses. Other charges which may XIV. apply to the Client's project include:
 - Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.

- B. All <u>direct</u> non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, LLC If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

- Certifications, Guarantees and Warranties. Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying. guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.
- Assignment. Neither party to this Agreement shall XVI. transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Miscellaneous.

- Intellectual Property. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.
- Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives. heirs, successors and assigns.
- C. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.
- <u>Proposal Expiration</u>. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.
- Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.

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Attachment "C"

Percentage of Construction Cost Rates

FEES FOR PROFESSIONAL ENGINEERING SERVICES AS A PERCENTAGE OF CONSTRUCTION COST

This Attachment provides for the fees for Professional Engineering Services as a percentage of net construction costs.

<u>Table I</u> should be used for booster stations, water distribution lines, sanitary sewer lines, lift stations, renovation and rehabilitation (other than water and wastewater treatment plants), water storage facilities, storm sewer and drains, roads and streets, industrial buildings, warehouses, maintenance facilities, etc., grading except when incidental to the project.

Table II should be used for water and sewer treatment facilities (new and rehabilitations).

	Table I	Table II
Construction Cost	% Fee	% Fee
Below \$50,000	Negotiated	Negotiated
\$50,000	19.00	20.00
\$100,000	18.00	19.00
\$200,000	16.00	17.00
\$300,000	15.00	16.00
\$400,000	14.50	15.50
\$500,000	14.00	15.00
\$600,000	13.75	14.75
\$700,000	13.50	14.50
\$800,000	13.25	14.25
\$900,000	13.00	14.00
\$1,000,000	12.75	13.75
\$2,000,000	11.75	12.75
\$3,000,000	11.25	12.25
\$5,000,000	10.75	11.75
\$10,000,000	10.00	11.00

The engineering services fee for project costs falling between the figures on the above Tables shall be interpolated to the nearest one-tenth of one percent. For projects consisting of multiple construction contracts, each contract may have different percent construction cost engineering fees.



General Fund Budget Workshop

		rrent Budget 2020-2021	vised Budget 2020-2021	: Pi	roposed Budget 2021-2022
General Fund Revenue					
Ad Valorem	\$	1,434,538	\$ 1,434,538	\$	1,655,531
Sales Tax	\$	606,721	\$ 618,687	\$	608,500
Franchise Fee	\$	98,055	\$ 97,439	\$	97,400
Hotel Occupancy Tax			\$ 196		
Skybeam	\$	58,320	\$ 58,320	\$	58,320
Permits	\$	101,017	\$ 205,350	\$	200,350
Planning and Zoning Fees	\$	50,000	\$ 80,000	\$	54,147
Court	\$	150,000	\$ 125,000	\$	125,000
Collin County Fire Runs	\$	114,132	\$	\$	113,272
County Library Funds	\$	31,100	\$	\$	31,378
EDC Staff Support	\$	1,000	\$ 1,000	-	1,000
Grant Reimb	\$	102,593	\$ 102,593	*	2,000
Rent	\$	43,647	\$ 36,802	\$	36,802
Sales of Fixed Assets	\$	115,572	\$ 18,272	\$	65,300
Other Income	\$	27,956	\$ 27,956	\$	30,000
CDC Staff Support	\$	1,000	\$ 1,000	\$	1,000
Transfer in	\$	1,488,596	\$ 1,488,596	\$	1,488,596
TIRZ Transfer \Out	, \$	(360,205)	(495,561)		(631,543)
Texas Forest Service Grant	•	, , ,	\$ 4,499	•	,,,
Christmas Lights			\$ 51,075		
Transfer in Reserves			\$ 328,587		
4B Reimbursement	\$	85,000	\$	\$	84,635
Interest Earned	\$	15,000	\$ 1,200	\$	1,200
Total	\$	4,164,042	\$ 4,384,199	\$	4,020,888
General Fund Expenses					
Transfer Out			\$ 222,087		
Mayor/Council	\$	17,300	\$ 15,300		17,663
Administration	\$	1,035,410	\$ 960,466	\$	782,472
Development Services				\$	176,898
Municipal Court	\$	224,662	\$ 222,988	\$	230,131
Library	\$		\$ 169,928		169,814
Civic Center	\$	19,541	\$ 20,550		17,450
Police Department	\$	1,415,198	\$ 1,376,434		1,308,961
Fire Department	\$	403,457	\$ 400,757		390,308
Street Department	\$	277,865	\$ 375,278		333,438
Property and Bldg	\$	186,351	\$ 278,689	\$	186,694
Park Dept.	\$	228,423	\$ 228,131	\$	251,212
Debt Service Department	\$	187,941	\$ 	\$	155,847
Total:	\$	4,164,042	\$ 4,384,199	\$	4,020,888
Revenue vs. Expenses	\$	2	\$ 72	\$	(¥

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100=GENERAL FUND									
00-REVENUE									
00 00 45 45 44 15									
00-REVENUE	7.2								
100.00.5711.000	AD VALOREM TAX	651,803	697,542	1,074,251	1,394,591	798,717	1,394,591	1,616,031	8.5% INCREASE
100.00.5712.000	CC CONV FEE COURT	0	0	0	0	0			
100.00.5713.000	DEL. TAX,PEN. & INT.	49,832	68,058	38,116	39,947	26,032	39,947	39,500	į.
100.00.5714.000	CC CONV FEE UTILITY	0	0	0	0	0			
100.00.5715.000	TIRZ	0	0	0	0.	0			
100.00.5721.000	SALES TAX	454,406	500,236	579,850	600,621	298,671	611,187	600,000	
100.00.5722.000	BEVERAGE TAX	2,170	3,941	8,006	6,100	3,015	7,500	8,500	
100.00.5723.000	HOTEL OCCUPANCY TAX	0	0	0	0	196	196		
100.00.5730.000	FRANCHISE FEES - GARBAGE	32,650	32,869	34,045	35,655	17,515	35,100	35,100	Ť.
100.00.5731.000	FRANCHISE FEES - GAS	26,564	28,041	33,771	33,000	29,789	29,789	29,000	
100.00.5732.000	SKYBEAM	58,320	58,320	58,320	58,320	29,160	58,320	58,320	
100.00.5733.000	ELEC. FUND FRANCHISE FEE	6,836	7,420	8,961	7,200	7,498	10,500		tnmp/oncor
100.00.5734.000	FRANCHISE FEES - TELE.	2,989	2,281	2,629	3,000	634	3,000	3,000	1 - 1
100.00.5735.000	FRANCHISE FEES - CABLE	12,874	19,731	21,245	19,000	11,703	19,000		charter
100.00.5740.000	ANNEXATION FEE	0	0	529	0	0		13,000	
100.00.5741.000	PERMITS & INSPECTIONS	36,067	231,262	146,473	100,817	161,450	205,000	200,000	phs4 camden
100.00.5741.001	ALCOHOL BEVERAGE PERMIT	188	188	188	200	268	350	350	piis i dailideii
100.00.5742.000	PLANNING & ZONING FEES	23,448	64,002	41,191	50,000	62,701	80,000	54,097	
100.00.5743.000	FEES (ANIMAL REG)	60	890	210	200	45:	50	50	-
100.00.5744.000	PENALTIES	155,610	128,197	117,951	150,000	55,891	125,000	125,000	lo .
100.00.5745.000	CNTY FIRE RUNS	102,431	99,941	114,187	114,132	56,636	113,272	113,272	77
100.00.5746.000	ONION SHED RENTAL	550	600	325	500	100	500	500	
100.00.5747.000	COUNTY LIBRARY FUND	6,970	22,246	38,794	31,100	9,444	31,378		waiting on #
100.00.5748.000	MICRO CHIP PROGRAM	0,570	2	0	0	0	31,376	31,376	Walting Oil #
100.00.5752.000	SENIOR CENTER DONATIONS	-347	596	0	0	0			
100.00.5753.000	DONATIONS	4,000	0	0	0	0			
100.00.5754.000	GRANT PROCEEDS			0		103 503	402 502		
100.00.5758.000	T-MOBLIE LEASE	136,148	77,673		102,593	102,593	102,593	16.747	2 -
100.00.5758.000	GAMING MACHINE LICENSE	15,352	19,266	16,508 0	16,747	10,505	16,747	16,747	ie.
100.00.5759.000	INTEREST EARNED	600	600		1,200	0	1 300	1 200	
100.00.5762.000	FEDC 4A STAFF SUPPORT	17,054	28,754	11,453	15,000	935 0	1,200	1,200	
	RENT E. TX. MED CTR.	1,000	11.000	1,000	1,000		1,000	1,000	4
100.00.5765.000	,	13,396	11,000	12,000	12,000	6,000	12,000	12,000	
100.00.5768.000	S W BELL LEASE	7,731	3,734	2,568	7,200	1,395	2,055	2,055	4
100.00.5769.000	OTHER INCOME	30,499	33,490	32,249	27,956	1,172	27,956	30,000	4
100.00.5769.001	CARES ACT REFUND	0	0	36,229	0	0			
100.00.5769.002	FARMERSVILLE LIGHTS DONA	0	0	0	0	49,950	49,950		
100.00.5769.003	FVILLE LIGHT CARRIAGE RI	0	0	0	0	1,125	1,125		
100.00.5771.000	ATHLECTIC COMPLEX	0	0	0	0	0			-
100.00.5772.000	PUBLIC WORKS REVENUE	6,426	0	0	0	0			
100.00.5774.000	ALARM FEE	75	650	750	500	50		500	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
.00.00.5775.000	TEXAS FOREST SERVICE GRA	0	15,375	0	0	4,499	4,499		
.00.00.5777.000	BRICK CAMPAIGN	50	0	0	0	0			
.00.00.5778.000	PARK DEDICATION FEE	0	0	20,538	0	23,968	2		moved to separate fund
00.00.5791.000	4B SUPPORT REVENUE	1,000	1,000	20,674	1,000	0	1,000	1,000	oved to separate rand
.00.00.5792.000	ADM.SUPPORT CHARGES	20,710	20,710	20,710	20,710	10,355	20,710	20,710	
00.00.5793.000	RENT RECEIVED	3,600	3,600	3,600	3,600	1,800	3,600	3,600	
00.00.5794.000	CIVIC RENT	4,670	5,106	2,613	5,500	300	5,500	5,500	-
00.00.5795.000	4B SALARY	23,546	28,943	15,483	85,000	30,609	54,000		need more info
00.00.5799.000	CAPITAL LEASE REFUNDING	0	20,549	15,465	0	30,009	34,000	64,033	need more into
00.00.5899.000	SALE OF EQUIPMENT	0	7,913	0	0	0			,
00.00.5939.000	FORESTRY SVC GRANT	0	7,913	70	0				
00.00.5940.000	INSURANCE CLAIM REFUND		0	4,025 0	0	0			#
00.00.5991.000	TRANSFERS IN-OTHER FUNDS	60,985	_			•			174.7
00.00.5992.000	SALE OF FIXED ASSESTS	1,424,286	1,424,286	1,439,114	1,464,286	712,143	1,464,286		40k from TIRZ 2020/21
		0	0	0	115,572	18,272	18,272	65,300	FLEET INFO
00.00.5994.000	LEASE PURCHASE PROCEEDS	45,615	0	0	0	0			
00.00.5995.000	TRANSFERS-RESERVE	0	0	0	0	0	328,587		
00.00.5998.000	TRANS.IN- GEN.FND.SURPLU	0	0	0	0	0			y.
00.00.5999.000	TRANS.IN-PARK IMP.SURPLU	0	0	0	0	0			
00.00.5999.001	TIRZ TRANSFER OUT	0	0	-305680	-360205	-495,561	(495,561)		8.5% INCREASE
OTAL REVENUE		3,440,164	3,648,463	3,652,876	4,164,042	2,049,575	4,384,199	4,020,888	
				11					
			-	1					
			-						-
	-		-	-					4
00-GENERAL FUND			190	7	4		-		
XPENSES				7		-7.			
D-TRANSFER OUT									Δ'
APITAL EXPENDI			7	-	-				£. —
EN CHUI			,				-		
00.00.6831.000	CAPITAL OUTLAY EQUIP	0	0	0	0	0			
00.00.7911.000	DEBT PROCEEDS	0	0	0	0	0			+
		0	100		41		X		
00.00.7921.000	TRANSFER IN G.F.	U	0	0	0	0			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
00.00.8911.000	TRANSFER OUT	0	0	35	0		222,087		
00.00.9901.000	GRANT REIMB PD	0	0	0	0	0	1		
00.00.9902.000	GRANT REIMBURSEMENT FIRE	0	0	0	0	0			•
00.00.9950.000	INSURANCE REIMBURSEMENT	0	0	0	0	0			*
00.00.9997.000	TRANFER WITH FUND 120	(24,791)	0	0	0	0			
OTAL TRANSFERS		(24,791)	•	35	•	<u> </u>	222,087	٠	clear fund 120,
o crucati cina									
00-GENERAL FUND									
(PENSES									
1-MAYOR & CITY		+-		9-					V
RSONNEL SERVI									
00.11.6115.000	SALARIES, PART TIME	2,040	2,000	2,040	2,040	1,020	2,040	2,040	
OTAL PERSONNEL		2,040	2,000	2,040	2,040	1,020	2,040	2,040	
ONTRACTS & PROF									
0.11.6211.000	LEGAL SERVICES	0	0	0	1,000	0	1,000	1,000	
OTAL CONTRACTS		•		:=	1,000	* 1	1,000	1,000	
AINTENANCE		E .							_
00.11.6392.000	OTHER SUPPLIES	0	991	0	500	72	500	500	
OTAL MAINT.		*	991		500	72	500	500	
RSONNEL RELATED ITEM	15		-			4			~
0.11.6612.000	TRAVEL/SCHOOL/DUES	1,298	912	28	5,000	312	3,000	5,000	
0.11.6621.000	SPECIAL EVENTS	0	60	349	1,500	1,334	1,500	1,500	
0.11.6631.000	INSURANCE	5,300	6,000	6,600	7,260	7,260	7,260	-	est. 5% inc
TAL PERSONAL RELATE		6,598	6,972	6,977	13,760	8,906	11,760	14,123	
PITAL EXPENDITURES		1							=
0.11.6831.000	CAPITAL EQUIPMENT	0	0	0	0	0		347	
OTAL CAPITAL EXPENDIT	URES	*		-	•	9		*	
OTAL 11-MAYOR & COU	NCIL	8,638	9,963	9,017	17,300	9,998	15,300	17,663	
O-GENERAL FUND (PENSES	u e		-						
2-ADMINISTRATION									
ERSONNEL SERVICES									

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	od neorites
									loni 10%, Paula, 10%, Ben
									10%, Audrey 10%, Daphne 30%, Sandra 700%, Main
100.12.6111.000	SALARIES, REGULAR	216,335	204,963	264,020	391,647	168,208	320,500	168.801	Street Manager 100%
100.12.6112.000	ACCRIED WAGES	8,574	1,194	-558	Ó	0		222,002	
100.12.6113.000	SALARIES, OVERTIME	283	0	0	0	0			1
100.12.6115.000	SALARIES, PART TIME	0:	0	0	0	0			•
100.12.6118.000	BENEFIT POOL ADM. FEE	0	0	0	0	0			2
100.12.6141.000	FICA EXPENSE	17,460	16,494	20,956	30,726	13,081	25,900	15,920	
100.12.6142.000	HEALTH INSURANCE	38,371	34,796	34,398	44,700	19,788	40,738	38.400	Ben, Daphne,Sandra,MS
100.12.6143.000	WORKERS COMPENSATION	863	925	975	1,175	1,175	1,175	1,500	
100.12.6145.000	UNEMPLOYMENT INSURANCE	903	149	1,043	1,500	354	1,500	2,500	
100.12.6146.000	EMPLOYEE RETIREMENT EXP.	19,028	17,975	23,843	38,186	14,926	37,600	16,200	
100.12.6147.000	BENEFIT POOL	0	0	0	0	0			
100.12.6148.000	VACATION LIABILITY	0	0	0	8,000	0	8,000	8,000	
100.12.6149.000	CM AFLAC ALLOWANCE	0	0	0	0	0	-,,,,,,	5,555	
TOTAL PERSONNEL SE	RVICES	301,817	276,496	344,677	515,934	217,532	435,413	251,321	
CONTRACTS & PROF. S	VC.	-4 -							
100.12.6210.000	PROFESSIONAL SERVICES	81,729	18,765	5,688	23,000	3,423	23,000	23,000	
100.12.6210.001	ESCHEAT TO STATE	4,646	749	0	0	0			
100.12.6211.000	LEGAL SERVICES	108,494	100,829	101,985	140,000	77,248	155,655	150,000	7.
100.12.6211.001	BIG D LEGAL SERVICE	2,939	0	0	0	0			
100.12.6211.002	IACC LEGAL	24,791	0	0	o o	0			
100.12.6211.003	TIRZ	0	0	0	0	0			
100.12.6212.000	FINANCIAL AUDIT FEES	19,290	19,865	18,855	35,000	13,110	35,000	35,000	
100.12.6213.000	CODIFICATION EXPENSES	9,145	3,258	6,195	8,000	1,050	8,000	8,000	-
100.12.6214.000	CENTRAL APPR. DIST. EXP.	9,858	11,461	13,729	13,729	4,897	13,729	14,000	
100.12.6215.000	EMPLOYEE SCREENING	115	160	229	100	42	100	100	
100.12.6217.000	TAX COLLECTIONS EXPENSE	1,319	1,315	1,422	1,500	0	1,500	1,500	
100.12.6218.000	ENGINEERING SERVICES	15,625	63,874	66,568	49,500	30,419	49,500	30,000	
100.12.6221.000	AFLAC ALLOWANCE	0	0	1,438	0	0			
100.12.6222.000	BLDG INSPECTION	21,923	179,662	71,937	15,353	7,580	15,353	15,353	
TOTAL CONTRACTS &	PROF. SVC	299,874	399,938	288,046	286,182	137,769	301,837	276,953	
CONST. MATL./TOOLS	/EQUIP	-	- 1	-					
100.12.6312.001	COVID 19	0	0	126	0	0			
TOTAL CONST.MATL/1		0	0	126	0	0	0	O	
MAINTENANCE						(L)			
100.12.6361.000	BUILDING MAINTENANCE	32,904	20,575	21,162	35,000	20,037	35,000	35,000	
100.12.6362.000	CM CAR ALLOWANCE	0	20	3,337	4,800	2,400	4,800	11,400	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.12.6363.000	OFFICE EQUIP. MAINT.	6,850	6,495	7,217	7,500	5,659	12,161	7,500	copier/postage/
100.12.6365.000	TYLER SOFTWARE MAINT.	17,648	25,976	18,662	52,289	19,313	35,000	26,073	Tyler
100.12.6365.001	COMPUTER SOFTWARE MAINT	26,069	7,541	39,687	19,055	6,865	19,055		Opengov
100.12.6367.000	INFO TECH	11,765	11,713	15,889	16,200	13,889	26,600		Fulcrum
100.12.6368.000	JANITORIAL SUPPLIES	0	0	0	0!	0		Í	
100.12.6370.000	FEDC SERVICES	0	0	0	oi	0			
TOTAL MAINTENANCE		95,236	72,320	105,954	134,844	68,163	132,616	136,448	
UTILITIES									
100.12.6471.000	WATER/SEWER/GARBAGE	1,066	1,974	1,934	1,700	882	1,700	1,850	*
100.12.6472.000	TELEPHONE SERVICE	9,503	8,844	10,356	10,000	4,129	10,500	10,500	-
100.12.6473.000	ELECTRICITY EXPENSE	12,009	11,994	12,942	10,000	5,797	12,000		
100.12.6474.000	GAS SERVICE	1,052	807	922	1,050	829	1,100	12,000	
100.12.6494.000	4A EXPENSES	-751	-6542	-1629	0	115	1,100	1,100	
100.12.6494.001	TIRZ EXP	0	0542	18,007	0	520			
TOTAL UTILITIES	THE EXI	22,879	17,077	42,532	22,750	12,272	25,300	25,450	
			-				4	1	1
SUPPLIES				-		,			
100.12.6532.000	PUBLICATION & SUBS.	350	611	370	1,500	0	1,500	1,5 0 0	
100.12.6551.000	MOTOR VEHICLE FUEL	0	770	991	2,500	103	1,000		move to dept 13
100.12.6552.000	UNIFORM	0	361	68	0	107	300	300	
100.12.6552.001	BLD INSPECTOR UNIFORM	0	0	333	500	0	500	*	move to dept 13
100.12.6591.000	GENERAL OFFICE SUPPLIES	13,138	12,439	14,638	15,000	5,559	15,000	30,000	add for home rule mail ou
100.12.6591.001	BLD INSPECTOR	0	0	2,744	0	0	-	-	move to dept 13
100.12.6592.000	CHAMBER OF COMMERCE	2,667	2,635	2,833	5,000	1,632	5,000	5,000	•
100.12.6592.001	BEST CENTER	706	807	5,713	1,500	644	1,500	1,500	
100.12.6593.000	4B EXPENSES	392	-420	4182	0	4,078			4
TOTAL SUPPLIES		17,253	17,203	31,872	26,000	12,123	24,800	38,300	
PERSONNEL RELATED ITEM	AS.			4	-				
100.12.6611.000	CONTINGENCY	0	0	0	0	0	1.2		+
100.12.6612.000	TRAVEL/SCHOOL/DUES	15,638	13,108	7,004	20,000	3,000	12,000	15,000	1
100.12.6612.001	MEMBERSHIP DUES FVILLE P	5,550	6,720	5,084	5,500	2,336	5,500	5,500	
100.12.6621.000	SPECIAL EVENTS	4,908	4,191	1,861	4,000	2,331	4,000	4,000	
100.12.6631.000	INSURANCE	4,000	4,500	4,725	5,200	0	4,000	5,500	•
100.12.6641.000	ELECTION EXPENSE	7,313	4,002	0	5,000	1,413	2,000	7,000	
100.12.6651.000	ADVERTISING	17,113	8,060	14,388	10,000	7,392	17,000	17,000	
100.12.6698.000	CHARGED OFF ACCOUNTS	0	2,000	14,366	10,000	7,592	17,000	17,000	
100.12.6699.000	OTHER EXPENSES	0	0	0	0	0			
		•		•			40 500	F4 000	
TOTAL PERSONNEL RELAT	EN ILEMP	54,522	40,581	33,062	49,700	16,472	40,500	54,000	
CAPITAL EXPENDITURES									
100.12.6821.000	CAPITAL IMPROVEMENTS	13,549	1,492	0	0	0			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
	FIRE OFFICE PROJECT	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.12,6821.001	FIBER OPTIC PROJECT	0	0	0	0	0			
100.12.6831.000	CAPITAL EQUIP. PURCHASES	23,464	36,350	0	0	0	1.5		
TOTAL CAPITAL EXPEND	ITURES	37,013	37,842	0	0	0	0	0	
TRANSFERS		-	-	1	-			25	
100.12.6991.000	TRF TO EQUIP REPL	0	0	0	o	0			
TOTAL TRANSFERS		0	0	0	0	0			
TOTAL 12-ADMINISTRAT	TION	828,594	861,457	846,269	1,035,410	464,331	960,466	782,472	
3		,	,	0.10,200	2,033,420	101,332	300,400	702,472	
100-GENERAL FUND		2							
EXPENSES	:	± (1)	-	9					2
13-DEVELOPMENT SERVI	CES								Α.
DETECTION INCIDENT	- Charles				+				
PERSONNEL SERVICES		10		4		-			
PERSONNEL SERVICES		*							Loni 10%, Audrey 10%
100.13.6113.000	SALARIES, OVERTIME	0		0					Paula 10%, Ben
100.13.6141.000	FICA EXPENSE	0	0	0	0	0			10%,Charles 100%
			0	0	0	0		10,400	
100.13.6142.000	HEALTH INSURANCE	0	0	0	0	0			Paula/Charles
100.13.6143.000	WORKERS COMPENSATION	0	0	0	0	0		500	
100.13.6145.000	UNEMPLOYEMENT INSURANCE	0	0	0	0	0		150	,
100.13.6146.000	EMPLOYEE RETIREMENT EXP	0	0	0	0	0		10,500	
TOTAL PERSONNEL SERV	/ICES	9	•	•		. 	•	156,803	
CONTRACTS & PROF. SVC		4	-						
100.13.6210.000	PROFESSIONAL SERVICES	0	0	0	0	0		1,000	
100.13.6211.000	LEGAL SERVICES	0	Ö	0	0	0		1,000	
100.13.6215.000	EMPLOYEE SCREENING	Ö	0	0	0	0		100	
100.13.6218.000	ENGINEERING	0	0	0	0	o			
TOTAL CONTRACTS & PR		0	0	0	0	0		5,000	
IOTAL CONTRACTS & PR	ioi.	U	U	Ü	U	U		7,100	
MAINTENANCE				-					
100.13.6363.000	OFFICE EQUIP. MAINT.	0	0	0	0	0			
100.13.6365.000	TYLER SOFTWARE	0	0	0	0	0		1,115	Tyler
100.13.6365.001	COMPUTER MAINT.	0	0	0	0	ō		1,115	, J.C.
100.13.6367.000	INFO TECH	0	0	0	0	0	-	2 520	Fulcrum
	HALO LECIT	0		0				-	ruitium
TOTAL MAINTENANCE		U	0	U	0	0		3,635	
UTILITIES	+					-			
100.13.6472.000	TELEPHONE SERVICE	0	0	0	0	0		360	
	I ELLIF RONE SERVICE	0	0	0	0	0.			
TOTAL UTILITIES		U	U	U	U	U		360	
	4					100			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.13.6551.000	MOTOR FUEL	0	0	0	0	0		2,000	
100.13.6552.000	CLOTHING	0	0	0	0	0		500	*
100.13.6591.000	OFFICE SUPPLIES	0	0	0	0	0		1,500	
TOTAL SUPPLIES		0	0	0	0	0		4,000	
								•	
PERSONNEL RELATED ITEM	15			1+					
100.13.6612.000	TRAVEL/SCHOOL/DUES	0	0	0	0	0		5,000	
100.13.6621.000	SPECIAL EVENTS	0	0	0	0	0		-,	
100.13.6651.000	ADVERTISING	0	Ō	0	0	0			
100.13.6699.000	OTHER EXPENSES	0	0	0	0	0			4.
TOTAL PERSONNEL RELAT	ED ITEMS	0	0	0	0	0		5,000	
3						_		-,-30	
CAPITAL EXPENDITURES			-						
100.13.6821.000	CAPITAL IMPROVEMENTS	0	0	o	0	0		343	±4
100.13.6831.000	CAPITAL EQUIP PURCHASE	0	0	0	0	o	-		
TOTAL CAPITAL EXPENDIT		0	0	0	0	0		8	
Unit Siles			·	•	•	•		(E)	
TOTAL 13-DEVELOPMENT	SERVICES				_		_	176,898	
2						10	-	2,0,030	
100-GENERAL FUND					-				
EXPENSES	1 -	-							4
14-MUNICIPAL COURT	-				12				
		1		3	4		2.		
PERSONNEL SERVICES		- 4-			-	19.1			
100.14.6111.000	SALARIES, REGULAR	107,836	108,796	109,979	117,879	60,568	118,700	120 700	3% increase
100.14.6112.000	ACCRUED WAGES EXP	0	-1433	-172	117,875	00,308	110,700	120,700	3/0 IIICI E43E
100.14.6113.000	SALARIES, OVERTIME	0	-1433	0	0	0	7		4
100.14.6115.000	SALARIES, PART TIME	0	0	0	0	0			
100.14.6141.000	FICA EXPENSE	8,099	8,108		8,790		9.010	0.556	
100.14.6142.000	HEALTH INSURANCE	19,186	18,515	8,311 17,706	17,880	4,582 8,065	8,910	9,656 19,200	
100.14.6143.000	WORKERS COMPENSATION	1,580	1,750	500	1,837	1,837	18,880 1,837	-	5% inc included
100.14.6145.000	UNEMPLOYEMENT INSURANCE	324	1,750	500	500	0	500	500	370 mc meladed
THE STATE OF THE S	EMPLOYEE RETIREMENT EXP.	4	9,553		11,494				
100.14.6146.000		9,509	9,555	9,824	11,494	5,308 0	10,260	10,900	
100.14.6147.000	BENEFIT POOL	0			0		-0.0		
100.14.6148.000	VACATION LIABILITY EXP	•	145 207	146 648	•	0	150.003	162 004	
TOTAL PERSONNEL SERVICE	.=3	146,534	145,307	146,648	158,380	80,360	159,087	162,884	
CONTRACTO C PROF. CUC									
CONTRACTS & PROF. SVC	Tanassessania services	-27	1/2-1			14			-
100.14.6210.000	PROFESSIONAL SERVICES	38	0	72	100	0	100	100	i
100.14.6211.000	LEGAL SERVICES	18,000	20,531	19,058	25,000	9,775	25,000	25,000	
100.14.6215.000	EMPLOYEE SCREENING	152	57	57	100	0	100	100	
100.14.6231.000	INMATE HOUSING	1,047	945	0	1,200	0	1,200	1,200	
TOTAL CONTRACTS & PRO	F	19,237	21,533	19,187	26,400	9,775	26,400	26,400	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes	
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED		
MAINTENANCE										
100.14.6362.000	VEHC MAINT	1,245	82	343	1,000	10	1,000	1,000		
100.14.6363.000	OFFICE EQUIPMENT MAINT.	405	961	1,181	1,250	794	1,250		datamax	
100.14.6365.000	TYLER TECH SUPPORT	2,892	3,165	3,188	4,457	2,594	4,457	-	Tyler	
100.14.6365.001	COMPUTER SOFTWARE MAINT	81	782	652	7,325	253	7,325		need number	
100.14.6366.000	OFFICE EQUIP MAINT	809	0	87	0	0		,	Y =	
100.14.6367.000	INFO TECHNOLOGY	4,450	3,000	5,105	4,200	4,795	1,349	5.040	Fulcrum	
.00.14.6369.000	COURT ONLINE COMPONENT F	1,190	853	935	1,250	634	1,250	1,250	-	
TOTAL MAINTENANCE		11,072	8,843	11,491	19,482	9,080	16,631	18,527		
		• • •	,		,	2,000	_5,000			
JTILITIES		- d	-							
100.14.6472.000	TELEPHONE SERVICE	1,754	1,688	1,829	1,740	781	1,740	1,740		
TOTAL UTILITIES		1,754	1,688	1,829	1,740	781	1,740	1,740		
MOVE		4,	_,,,,,	5,525	2,7.10	,,,,	2,740	2,770		
SUPPLIES			-						+	
.00.14.6551.000	MOTOR FUEL	2,084	1,863	1,139	2,000	354	1,600	2,000		
.00.14.6552.000	CLOTHING	492	517	228	500	155	500	500	t:	
.00.14.6591.000	GENERAL OFFICE SUPPLIES	1,996	1,521	2,489	5,000	1,749	5,000	5,000		
TOTAL SUPPLIES	CENTER OF FICE SOFF LIES	4,572	3,901	3,856	7,500	2,258	7,100	7,500		
i		7,372	3,501	3,030	7,500	2,230	7,100	7,300		
PERSONNEL RELATED ITEM	AS								-	
00.14.6612.000	TRAVEL/SCHOOL/DUES	4,335	2,351	1,362	2,500	501	2,000	2,500	1	
.00.14.6615.000	CREDIT CARD SERVICE FEE	2,741	2,412	2,752	2,500	1,270	3,870	4,200	-	
.00.14.6631.000	INSURANCE	3,500	4,000	4,200	4,410	4,410	4,410	4,630	E0/	
.00.14.6642.000	JURY FEES	0	4,000	4,200	4,410	4,410	4,410	4,030	370	
.00.14.6643.000	WARRANT FEES	0	0	0	0	0			t: -	
.00.14.6644.000	FINE OVERPAYMENTS	0	-5	0	0	0				
TOTAL PERSONNEL RELAT		10,576	8,758	8,314	9,410	6,181	10 300	11 220		
IOTAL PERSONNEL REDAT	20	10,376	0,730	0,314	3,410	0,101	10,280	11,330		
TARTAL EVERALDITURES		+	4			-				
CAPITAL EXPENDITURES	CARITAL EQUIPMENT	4.			4.750		4.750	4 750	4:	
.00.14.6831.000	CAPITAL EQUIPMENT	0	0	0	1,750	0	1,750	1,750		
OTAL CAPITAL EXPENDIT	URES		•	•	1,750	•	1,750	1,750		
COTAL 44 BALIBUCIDAL CO	LIDY	102 745	100.030	101 327	224 662	100 425	333 600	220 424		
OTAL 14-MUNICIPAL CO	UKI	193,745	190,030	191,325	224,662	108,435	222,988	230,131		
00 00000000 511110						-				
00-GENERAL FUND	-								+	
XPENSES		4 4								
5-LIBRARY						- 4				
		1 1				-				
PERSONNEL SERVICES		4							T	
00.15.6111.000	SALARIES-REGULAR	74,007	63,053	66,744	72,744	36,815	69,550	74,300	į.	
00.15.6112.000	ACCRUED WAGES EXPENSE	650	313	-106	0	0				
100.15.6113.000	SALARIES-OVERTIME	3,893	0	0	0	0			1	
100.15.6115.000	SALARIES-PART TIME	0	0	0	0	0			T.	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.15.6141.000	FICA EXPENSE	5,792	4,741	5,106	5,565	2,816	5,564	5,950	
100.15.6142.000	HEALTH INSURANCE	25,581	16,304	16,967	17,640	9,535	17,640	19,200	
100.15.6143.000	WORKER'S COMPENSATION	330	500	525	525	525	525	555	5%
100.15.6145.000	UNEMPLOYMENT INSURANCE	496	16	43	0	0		555	
100.15.6146.000	EMPLOYEE RETIREMENT EXP.	6,874	5,539	5,960	7,093	3,225	6,050	6.690	
100.15.6147.000	BENEFIT POOL	0	0	0	0	0.	0,030	0,030	
100.15.6148.000	VACATION LIABILITY	0	0	0	0	0			
TOTAL PERSONNEL SERVI	CES	117,623	90,466	95,239	103,567	52,916	99,329	106,695	
CONTRACTS & PROF. SVC						-			
100.15.6215.000	EMPLOYEE SCREENING	172	160	0	200	0	200	200	
TOTAL CONTRACTS & PRO	OF.	172	160	•	200	-	200	200	
MAINTENANCE	,	-			-				
100.15.6361.000	BUILDING MAINTENANCE	13,466	7,114	11,493	10,000	3,435	10,000	10.000	
100.15.6363.000	OFFICE EQUIP. MAINT.	2,400	2,725	2,294	3,000	2,423	5,232	,	datamax
100.15.6365.000	COMPUTER SOFTWARE	5,486	8,313	4,454	3,845	1,853	3,845	3,845	uatailiax
100.15.6367.000	INFO TECH	9,600	9,725	9,725	9,600	8,554	11,100		Fulcrum
100.15.6368.000	JANITORIAL SUPPLIES	655	125	288	1,500	48	1,500	1,500	Tulcium
TOTAL MAINTENANCE	37111107101000111000	31,607	28,002	28,254	27,945	16,313	31,677	24,045	
		32,007	20,002	20,234	27,543	10,313	31,077	24,043	
UTILITIES	34				-	-	12		
100.15.6470.000	LIBRARY ELECTRIC	3,720	3,873	3,207	4,000	946	4,000	4,000	<i>b.</i>
100.15.6471.000	WATER/SEWER/GARBAGE	46	0	40	0	0			0-1
100.15.6472.000	TELEPHONE SERVICE	2,989	3,318	2,993	3,000	1,339	3,000	3,000	1
100.15.6473.000	CIVIC ELECTRICITY	97	0	14	0	0		·	
100.15.6474.000	CIVIC GAS	0	56	96	0	0			
100.15.6475.000	SENIOR CITIZEN UTILITIES	3,073	4,703	4,428	4,000	3,071	6,540	6.540	cleaning/gas/elec/pho
TOTAL UTILITIES		9,925	11,950	10,778	11,000	5,356	13,540	13,540	,,
Who is a				14	- +				
SUPPLIES	DUDUCATIONS & SUDS	02	22		150	-	450		
100.15.6532.000	PUBLICATIONS & SUBS.	92	33	66	150	0	150	150	
.00.15.6591.000	GENERAL OFFICE SUPPLIES	3,021	1,826	1,781	3,500	415	3,500	3,500	
100.15.6592.000	OTHER SUPPLIES	-90		0	0	0			
TOTAL SUPPLIES		3,023	1,859	1,847	3,650	415	3,650	3,650	
PERSONNEL RELATED ITEM	ws					(6)	1		
100.15.6612.000	TRAVEL/SCHOOL/DUES	1,217	756	574	2,000	321	2,000	2,000	8
100.15.6631.000	INSURANCE	2,500	2,750	2,888	3,032	3,032	3,032	3,184	5%
100.15.6699.000	OTHER EXPENSE	853	509	272	1,500	459	1,500	1,500	
TOTAL PERSONNEL RELAT		4,570	4,015	3,734	6,532	3,812	6,532	6,684	
		.,	.,	2,7.31	-,	_,	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2,34	
APITAL EXPENDITURES	TURES								
100.15.6821.000	CAPITAL IMPROVEMENTS	0	0	0	0	0			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.15.6831.000	CAPITAL EQUIP. PURCHASES	10,931	11,890	15,118	15,000	5,146	15,000	15,000	
.00.15.6832.000	CAPITAL GRANT PURCHASES	0	0	0	0	0			+
OTAL CAPITAL EXPENDITU	RES	10,931	11,890	15,118	15,000	5,146	15,000	15,000	
OTAL 15-LIBRARY		177,851	148,342	154,970	167,894	83,958	169,928	169,814	
1		· ·	•	,		,		203,024	
00-GENERAL FUND	th.			(4	-				
XPENSES					1/		31		
16-CIVIC/CENTER		+ - +			- j				
o civilay cerimen			-		4	90.			
ONTRACTS & PROF. SVCS		-							
00.16.6210.000	PROFESSION SERVICES	0	0	O	4,641	o.			
OTAL CONTRACTS & PROF		0	0	0	4,641 4,641	0			
OTHE COMMINGED & PROP		U	U	J	4,041	U			
TILITIES									
00.16.6471.000	WATER CIVIC CENTER	1,636	1,955	2,122	2,000	1,432	2,000	2,000	
00.16.6473.000	CIVIC CTR ELEC	4,344	3,642	2,534	3,650	632 ¹	3,500	3,650	
00.16.6474.000	CIVIC CTR GAS	1,642	1,567	1,478	1,750	1,359	1,750	1,800	
00.16.6475.000	CIVIC CLEANING/MAINT	6,011	11,103	10,281	7,500	10,765	13,300		NEW A/C
00.16.6476.000	SENIOR CENTER/PARKING/LI	0	0	o'	0	0	×		
TOTAL UTILITIES		13,633	18,267	16,415	14,900	14,188	20,550	17,450	
OTAL 16-CIVIC/CENTER		13,633	18,267	16,415	19,541	14,188	20,550	17,450	
1		1.0							
00-GENERAL FUND									
XPENSES									
1-POLICE DEPT.									
ERSONNEL SERVICES					L.				
00.21.6111.000	SALARIES, REGULAR	599,807	618,989	688,410	725,219	334,744	704,512	732,060	
00.21.6112.000	ACCRUED WAGES EXPENSE	11,737	2,439	-951	0	0			
.00.21.6113.000	SALARIES, OVERTIME	0	0	0	0	0			
.00.21.6115.000	SALARIES, PART TIME	0	0	0	0	0	ė.		
00.21.6116.000	STEP PROGRAM	0	0	0	0	0			
00.21.6141.000	FICA EXPENSE	44,406	45,549	51,516	55,480	25,013	51,000	54,540	
00.21.6142.000	HEALTH INSURANCE	106,701	98,527	97,381	101,000	44,180	101,000	105,600	
00.21.6143.000	WORKERS COMPENSATION	11,500	12,500	13,125	14,437	12,496	12,496	13,120	5%
.00.21.6145.000	UNEMPLOYMENT INSURANCE	1,938	261	1,908	3,000	122	2,000	3,000	
00.21.6146.000	EMPLOYEE RETIREMENT EXP.	52,414	54,351	61,441	70,708	29,269	59,771	65,885	
100.21.6147.000	BENEFIT POOL	0	0	O	0	0			
.00.21.6150.000	VACATION LIABILITY	0	0	О	0	0			
TOTAL PERSONNEL SERVICE	is a second seco	828,503	832,616	912,830	969,844	445,824	930,779	974,205	
ONTRACTS & PROF.SVC									

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
100.21.6210.000	PROFESSIONAL SERVICES	ACTUAL 4,312	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.21.6211.000	LEGAL SERVICES	4,312	1,248	595	1,500	160	1,500	1,500	
.00.21.6214.000	CONTRACT SERVICES		630	0	3,500	333	3,500	3,500	0
		1,145	0	0	0	0			
.00.21.6215.000	EMPLOYEE SCREENING	1,022	287	57	500	661	750	750	
.00.21.6231.000	INMATE HOUSING	1,117	1,914	2,134	5,000	640	5,000	5,000	
.00.21.6232.000	DISPATCHING SERVICE	54,235	67,459	63,246	70,234	31,335	70,234	81,105	new contract 05/11
.00.21.6233.000	CHILD ADVOCACY	6,000	6,000	6,000	6,000	6,000	6,000	6,000	
.00.21.6234.000	CODE ENFORCEMENT	123	499	391	1,000	696	1,000	1,000	i
OTAL CONTRACTS & P	ROF.SVC	68,129	78,037	72,423	87,734	39,825	87,984	98,855	
ONST. MATL/TOOLS/I	OUIP				-		10		
00.21.6312.000	MINOR TOOLS	718	880	150	1,000	0	1.000	1 000	
.00.21.6312.001	COVID 19	0	0	192	1,000	0	1,000	1,000	
OTAL CONST.MATL/TO		718	880	342	1,000	U	4 000	4 665	
e me constituti d'It		/10	000	342	1,000	•	1,000	1,000	
MAINTENANCE									
00.21.6361.000	BUILDING MAINTENANCE	8,992	8,914	9,893	10,000	5,885	10,000	11,000	
00.21.6362.000	MOTOR VEHICLE MAINT.	11,625	14,872	17,963	17,000	7,895	17,000	18,000	
00.21.6363.000	OFFICE EQUIP. MAINT.	2,697	2,462	2,466	3,300	2,364	4,020		datamax
00.21.6364.000	RADIO MAINTENANCE	0	209	0	0	0		,	
00.21.6366.000	TYLER TECH SUPPORT	1,230	18,926	5,162	25,335	1,280	25,335	5,620	:
00.21.6366.001	COMPUTER MAINTENANCE	16,933	13,463	28,779	28,730	25,427	28,730	20.000	Integrated/watchguar
00.21.6367.000	INFO TECH	15,250	15,400	15,425	18,000	17,533	18,000		Fulcrum
00.21.6368.000	JANITORIAL SUPPLIES	15,250	83	290	500	135	500	500	ruicium
OTAL MAINTENANCE	JANTONIAL SOFT LILES	56,727	74,329	79,978	102,865				
OTAL WAINTENANCE		30,727	74,329	75,576	102,865	60,519	103,585	86,800	
TILITIES									
00.21.6471.000	WATER/SEWER/GARBAGE	4,235	10,091	5,125	8,500	2,344	6,500	8,500	
00.21.6472.000	TELEPHONE SERVICE	17,051	18,502	18,150	17,000	8,697	18,485	19,128	
00.21.6473.000	ELECTRICITY EXPENSE	10,288	10,297	11,281	13,000	4,198	13,000	13,000	
00.21.6474.000	GAS SERVICE	2,555	2,799	1,964	3,000	1,746	2,500	3,000	
OTAL UTILITIES	,	34,129	41,689	36,520	41,500	16,985	40,485	43,628	
1000AT									v
UPPLIES			4			141			
00.21.6531.000	EDUCATIONAL SUPPLIES	0	0	0	0	0			
00.21.6551.000	MOTOR VEHICLE FUEL	28,044	28,667	23,005	30,000	6,837	30,000	30,000	
00.21.6552.000	CLOTHING SUPPLIES	13,222	13,565	11,585	13,000	9,147	13,000	22,000	
00.21.6591.000	GENERAL OFFICE SUPPLIES	6,143	9,096	8,652	8,000	3,214	8,000	8,000	
00.21.6592.000	OTHER SUPPLIES	1,141	1,214	1,074	1,100	1,314	1,100	1,100	
00.21.6593.000	ANIMAL SHELTER QTRLY FEE	8,780	10,975	9,835	10,000	0	10,000	11,000	
OTAL SUPPLIES		57,330	63,517	54,151	62,100	20,512	62,100	72,100	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
.00.21.6612.000	TRAVEL/SCHOOL/DUES	18,307	10,497	12,592	29,272	10,141	29,272	16,272	
100.21.6621.000	SPECIAL EVENTS	12	197	0	0	0		·	
.00.21.6631.000	INSURANCE	11,102	9,165	16,100	16100	10,100	16,100	16,100	
100.21.6699.000	OTHER EXPENSE	0	0	0	0	0		· ·	
TOTAL PERSONNEL RELAT	TED ITEMS	29,421	19,859	28,692	45,372	20,241	45,372	32,372	
APITAL EXPENDITURES	_		-		i i		74		
.00.21.6821.000	CAPITAL IMPROVEMENT	0	0	0	3.100	0	2 400		
100.21.6831.000	CAPITAL EQUIP. PURHCASES	45,115			2,190	0	2,190		
.00.21.6841.000	EMPLOYEE RIFLE PROGRAM	45,113	108,224	0	102,593	102,939	102,939		1
OTAL CAPITAL EXPENDE			165	0	0	3,777			
OTAL CAPITAL EXPENDI	IORES	45,962	108,389	•	104,783	106,716	105,129		
RANSFERS							R		
100.21.6991.000	TRANSFERS OUT	0	0	0	0	o			
TOTAL TRANSFERS		0	0	0	0	0			
OTAL 21-POLICE DEPT		1,120,919	1,219,316	1,184,936	1,415,198	710,622	1,376,434	1,308,960	
1							2,212,121	_,,	
00-GENERAL FUND) (4)	+		1				
XPENSES		7							
22-FIRE DEPT.									
PERSONNEL SERVICES	170								
.00.22.6111.000	SALARIES, REGULAR	131,700	141,376	163,787	160,743	80,555	160,743	164 400	
.00.22.6112.000	ACCRUED WAGES	2,717	556	-233	100,743	0	100,745	164,400	
.00.22.6113.000	OVERTIME	2,717	0	-233	0	0			
.00.22.6115.000	SALARIES, PART TIME	D	0	0	0	0			
.00.22.6141.000	FICA EXPENSES FIRE DEPT	9,227	9,719	11,602	12,300	5,586	12 200	12 600	
.00.22.6142.000	HEALTH INSURANCE	19,186					12,300	12,600	
.00.22.6143.000	WORKERS' COMPENSATION	4,330	17,781 4,750	17,706	19,200 5,489	8,800 5,489	19,200	19,200	Eov
.00.22.6144.000	RETIREMENT EXPENSE	19,731		4,990	×		5,489	5,763	3/10
100.22.6144.000	UNEMPLOYMENT INSURANCE	324	14,517 18	14,284 300	18,000 600	4,536 0	18,000	18,000 600	
.00.22.6146.000	FIREMAN'S PENSION EXP.	11,609			14,475		600		
.00.22.6147.000	BENEFIT POOL	0	12,421 0	14,616	14,475	7,041	14,775	14,800	2
.00.22.6150.000	VACATION LIABILITY	0	0	0		0			
OTAL PERSONNEL SERVI		198,824	201,138	•	5,000	•	221 107	225 262	
OTAL PERSONNEL SERVI	nce3	130,024	201,138	227,052	235,807	112,007	231,107	235,363	
ONTRACTS & PROF.SVC	7	1		4					
.00.22.6210.000	PROFESSIONAL SERVICES	2,000	2,960	2,560	33,500	32,340	33,500	33,500	
100.22.6211.000	LEGAL & PROFESSIONAL FEE	0	0	0	500	0	500	500	
.00.22.6215.000	EMPLOYEE SCREENING	0	179	202	500	0	500	500	
.00.22.6232.000	DISPATCHING SERVICE	0	28,344	27,037	38,060	0	38,060	38,060	
00.22.6233.000	EMERGENCY MEDICAL SERVIC	38,060	D	0	0	0		·	
OTAL CONTRACTS & PRO	DF.SVC	40,060	31,483	29,799	72,560	32,340	72,560	72,560	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
CONST. MATL./TOOLS/EC	DUIP	E 5			A majoritario				
100.22.6312.000	MINOR TOOLS	26	185	0	F00	0			
OTAL CONST.MATL/TO		26	185	-	500 500	0		UBS 028	
NO-104174					300		-	-	
MAINTENANCE		E		1					
00.22.6361.000	BUILDING MAINT.	1,947	6,055	6,135	5,800	425	5,800	5,800	*
00.22.6362.000	MOTOR VEHICLE MAINT.	10,985	7,052	11,027	9,000	6,433	9,000	9,000	3
00.22.6363.000	OFFICE EQUIPM MAINT	0	0	0	500	0	500	500	7
00.22.6364.000	RADIO MAINTENANCE	1,578	0	3,185	0	0			
00.22.6365.000	TYLER TECH SUPPORT	0	129	0	0	0			
00.22.6365.001	COMPUTER MAINT	1,421	4,074	499	12,150	253	6,525	1,000	
00.22.6366.000	EQUIP. & MACH. MAINT.	5,023	5,736	3,668	6,000	928	6,000	6,000	
00.22.6367.000	INFO TECH	2,750	3,850	5,575	4,200	4,179	9,825		Fulcrum
00.22.6368.000	JANITORIAL SUPPLIES	0	0	0	0	0	3,023	3,040	i dici dili
OTAL MAINTENANCE		23,704	26,896	30,089	37,650	12,218	37,650	27,340	
			,	,	,	,	3.,030	21,540	
TILITIES				-					-
00.22.6471.000	WATER/SEWER/GARBAGE	0	0	0	0	0			
00.22.6472.000	TELEPHONE SERVICE	2,430	2,476	1,994	2,640	894	2,640	2,640	
00.22.6473.000	ELECTRICITY EXPENSE	0	0	0	0	0	2,010	2,040	
00.22.6474.000	GAS SERVICE	0	0	o	0	0			
OTAL UTILITIES		2,430	2,476	1,994	2,640	894	2,640	2,640	
			-7	2,001	_,		2,0-10	2,0-10	
UPPLIES		7		10		19			
00.22.6517.000	SHOP SUPPLIES	422	297	346	1,000	52	1,000	1,000	
00.22.6531.000	EDUCATIONAL SUPPLIES	0	467	246	500	0	500	500	
00.22.6551.000	MOTOR VEHICLE FUEL	6,799	5,182	4,740	7,200	2,812	7,200	7,200	e.
00.22.6552.000	CLOTHING SUPPLIES	6,728	29,123	12,038	15,000	4,314	15,000	15,000	
00.22.6553.000	CHEMICAL SUPPLIES	0	0	0	0	0		0	
00.22.6591.000	GENERAL OFFICE SUPPLIES	0	1,703	217	2,000	637	2,000	2,000	
00.22.6592.000	OTHER SUPPLIES	63	583	160	500	108	500	500	
OTAL SUPPLIES		14,012	37,355	17,747	26,200	7,923	26,200	26,200	
ERSONNEL RELATED ITE	MS								
00.22.6612.000	TRAVEL/SCHOOL/DUES	11,132	8,272	4,342	8,500	9,874	8,500	8,500	
00.22.6621.000	SPECIAL EVENTS	0	0	0	0	0			
00.22.6622.000	INCENTIVE PROGRAM	5,000	4,800	7,200	5,000	6,000	5,000	5,000	
00.22.6631.000	INSURANCE	8,500	10,000	11,000	12,100	10,100	12,100	12,705	
OTAL PERSONNEL RELA	TED ITEMS	24,632	23,072	22,542	25,600	25,974	25,600	26,205	
		-							
APITAL EXPENDITURES									
00.22.6821.000	CAPITAL IMPROVEMENTS	0	0	0	2,500	0	2,500		
00.22.6831.000	CAPITAL EQUIP. PURCHASES	106,211	0	0	0	0			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
00 00 000	Tanking and a second	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
00.22.6851.000	CAPITAL RESERVE - TRUCK	0	0	0	0	0			
OTAL CAPITAL EXPENDIT	URES	106,211	•	•	2,500	•	2,500		
DANICTEDS	2								
RANSFERS	TRE TO SOLUB OFFI	100	1.0				2,500		
00.22.6991.000	TRF TO EQUIP REPL	0	0	0	0	0			
OTAL TRANSFERS			•	*-	92	*	2,500	1601	
OTAL 22-FIRE DEPT.		409,899	322,605	329,223	403,457	191,356	400,757	390,308	
			,	0_0,_10	103,137	252,550	400,737	350,300	
00-GENERAL FUND				-9					
XPENSES		5 6				197	9		
4-STREET SYSTEM			h 2						
1 WILLEY STOTEM		9	14						
ERSONNEL SERVICES		20	-			-			£
00.34.6111.000	SALARIES, REGULAR	77,330	92,075	139,964	54,668	61,424	117,360	50,130	
00.34.6112.000	ACCRUED WAGES EXPENSE	3,662	-9811	-67	0	01,424	117,300	30,130	
00.34.6113.000	SALARIES, OVERTIME	6,978	14,511	19,304	10,000	8,865	12,900	10,000	
00.34.6114.000	SALARIES, PRORATED	0	0	0	0	0,003	12,300	10,000	
00.34.6115.000	SALARIES, PART-TIME	0	o	o	o	0			
00.34.6141.000	FICA EXPENSE	6,089	7,629	11,752	2,926	5,072	9,965	4,595	
00.34.6142.000	HEALTH INSURANCE	12,186	11,716	9,191	8,940	12,206	12,206	9,600	
00.34.6143.000	WORKERS COMP	3,200	3,750	4,315	4,315	4,315	4,315	4,530	5%
.00.34.6145.000	UNEMPLOYMENT INSURANCE	566	27	750	1,750	0	1,750	1,850	, 370
00.34.6146.000	RETIREMENT SYSTEM	7,449	9,367	14,311	6,305	6,164	11,725	5,420	•
.00.34.6147.000	BENEFIT POOL	0	0	0!	0,303	0,104	11,723	3,420	
OTAL PERSONNEL SERVICE		117,460	129,264	199,520	88,904	98,046	170,221	86,125	
THE STATE OF THE S		,		255,525	00,507	30,040	170,221	00,123	
ONTRACTS & PROF. SVC	÷>	-				1			
00.34.6211.000	LEGAL SERVICES	353	0	2,799	2,000	0	2,000	2,000	
00.34.6213.000	SURVEYING	0	0	0	0	0	7,333	_,	
00.34.6214.000	CONTRACT SERVICES	109	0	8,658	5,000	7,228	16,000	5,000	
00.34.6215.000	EMPLOYEE SCREENING	57	0	0	300	0	300	300	
00.34.6218.000	ENGINEERING	1,433	0	3,201	1,500	5,125	6,500	7,500	
OTAL CONTRACTS & PRO	F. SVC	1,952		14,658	8,800	12,353	24,800	14,800	
				2					
ONST. MATL./TOOLS/EQU					-	- 2	9		
00.34.6311.000	CONSTRUCTION MATERIAL	47,615	81,571	41,475	133,100	39,663	133,100	179,933	50K grant
00.34.6311.001	REFUSE TXPL WITHDRAW	0	0	0	0	0			
00.34.6312.000	TOOLS	14,645	3,826	520	4,400	4,288	4,400	5,000	
00.34.6312.001	COVID 19	0	0	0	0	0			
00.34.6313.000	RENTAL EQUIPMENT	1,221	0	4,180	4,500	16,077	20,000	15,000	
00.34.6314.000	TOOLS AND EQUIPMENT MAIN	1,318	1,959	1,239	8,000	120	1,500	8,000	
.00.34.6316.000	INSURANCE	0	0	0	10,311	5,311	5,311	5,580	5%
.00.34.6317.000	TRANSERS	0	0	0	D	0			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
100 24 6219 000	OTHER	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
100.34.6318.000	32	422	81	0	1,500	0	1,500	1,500	
TOTAL CONST.MATL/TO	OLS/EQUIP	65,221	87,437	47,414	161,811	65,459	165,811	215,013	
MAINTENANCE			7						
100.34.6362.000	VEHICLE MAINT.	3,363	245	1 125	2.500	4 450	2.502		
TOTAL MAINTENANCE	VEHICLE WAINT.	3,363	245	1,135	3,500	1,459	2,500	3,500	
3		3,303	243	1,135	3,500	1,459	2,500	3,500	
100-GENERAL FUND	-		-						6
EXPENSES	,-				-				
34-STREET SYSTEM					-				
1501050	*								
JTILITIES				-					
100.34.6407.000	INTERNET	0	o	0	0	0	-		λ.
100.34.6471.000	WATER	0	0	0	0	0			
100.34.6471.005	CITY PARK	0	0	0	a	0			
100.34.6472.000	TELEPHONE	1,255	959	844	1,500	627	1,500	1,500	
100.34.6473.000	ELECTRIC	0	0	0	0	0	_,	2,300	7.
100.34.6473.001	BEHIND STOP SIGN	0	0	0	0	0			
100.34.6473.002	PARKING LOT	407	391	394	600	189	600	600	
100.34.6473.003	SQUARE LIGHTS	1,570	1,715	1,605	1,650	831	1,650	1,650	
100.34.6473.004	FARMERSVILLE PARKWAY	2,434	2,390	1,809	2,600	1,386	2,600	2,600	
100.34.6473.006	STREET LIGHTS	0	0	0	0	0	,,,,,	-,	4.
100.34.6473.007	SECURITY LIGHT	0	0	0	0	0			
100.34.6474.000	GAS	0	0	O	6,500	ο.			1
TOTAL UTILITIES		5,666	5,455	4,652	12,850	3,033	6,350	6,350	
SUPPLIES									
100.34.6551.000	FUEL	6,685	5,502	6,052	0	2,187	4,500	5,000	
100.34.6552.000	UNIFORM STIPEND	593	82	926	500	649	650	650	Ť.
100.34.6552.182	NICK MILLER CLOTHING	659	0	0	0	0			
100.34.6552.204	JUSTIN SCHMIDT CLOTHING	634	345	0	0	0			
100.34.6552.220	CORTEZ UNIFORM	0	0	0	0	346	346	500	
TOTAL SUPPLIES		8,571	5,929	6,978	500	3,182	5,496	6,150	
SERGOVALE DELATED ITE	145				-				
PERSONNEL RELATED ITE		422		74	1.500	93	100	1 500	
100.34.6612.000	TRAINING INSURANCE	423 0	0	71 0	1,500 0	82 0	100	1,500	*
100.34.6631.000					-		100	4 500	
TOTAL PERSONNEL RELA	IED HENIS	423	0	71	1,500	82	100	1,500	
CAPITAL EXPENDITURES				4					
100.34.6821.000	REAL PROPERTY	0	0	0	o	0			
100.34.6831.000	EQUIPMENT	0	0	0	o	o			
TOTAL CAPITAL EXPENDI	1 .	0	0	0	o	o			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes	
AMERICAN C.		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED		
TOTAL 34-STREET SYST	EM	202,656	228,330	274,428	277,865	183,614	375 ,27 8	333,438		
2					9.7					
100-GENERAL FUND										
EXPENSES										
60-PUBLIC WORKS										
PERSONNEL SERVICES	\$11.000 DELINE	4			,					
100.60.6111.000	SALARIES, REGULAR	112,198	71,349	70,731	46,763	41,510	91,608	50,130		
100.60.6112.00	Accrued Wages	0	0	-139	0	0				
100.60.6113.000	SALARIES, OVERTIME	33,847	22,301	15,639	25,000	9,815	19,485	20,000		
100.60.6114.000	SALARIES, PRORATED	0	0	0	0	0				
100.60.6115.000	SALARIES, PART-TIME	0	0	0	0	0				
100.60.6141.000	FICA EXPENSE	10,602	6,879	6,480	5, 70 7	3,799	8,275	2,954		
100.60.6142.000	HEALTH INSURANCE	9,593	8,890	8,853	8,940	4,400	8,940	9,600		
100.60.6143.000	WORKERS COMPENSATION	3,000	3,500	0	0	2,875	2,875	3,020	5%	
100.60.6145.000	UNEMPLOYMENT INSURANCE	0	0	0	250	0	250	300		
100.60.6146.000	EMPLOYEE RETIREMENT EXPE	12,857	8,223	7,714	4,805	4,503	10,000	6,320		
100.60.6147.000	BENEFIT POOL	0	0	0	0	o o				
TOTAL PERSONNEL SER	RVICES	182,097	121,142	109,278	91,465	66,902	141,433	92,324		
CONTRACTS & PRO	F. SVCS					1				
100.60.6210.000	PROF SVC	0	0	300	0	0	*			
100.60.6211.000	LEGALS SERVIES	0	0	0	3,500	0	2,500	3,500		
100.60.6213.000	SURVEYING	0	0	0	O	0				
100.60.6214.000	CONTRACT SERVICES	11,592	21,129	25,025	15,000	5,425	15,000	15,000		
100.60.6215.000	OTHER	2,851	696	3,797	4,000	121	4,000	4,000		
100.60.6218.000	ENGINEERING SERVICES	0	172	0;	1,000	0	1,000	1,000		
TOTAL CONTRACTS & P		14,443	21,997	29,122	23,500	5,546	22,500	23,500		
CONST. MATL./TOOLS/I	EOUIP		1							
100.60.6311.000	CONSTRUCTION MATERIAL	14,304	9,028	6,773	15,000	465	5,000	11,756		
100.60.6312.000	TOOLS	726	476	608	2,500	0	1,500	2,500		
100.60.6312.001	COVID 19	01	0	35	0	0		,		
100.60.6313.000	RENTAL EQUIPMENT	0	69	14	1,500	o	1,500	1,500		
100.60.6314.000	TOOLS & EQUIPMENT MAINT	2,331	172	0	4,000	383	2,000	4,000		
100.60.6316.000	INSURANCE	0	0	0	8,336	5,091	5,091	5,346		
100.60.6318.000	OTHER	2,370	2,391	799	0,550	361	750	1,500	1	
100.60.6318.001	CHRISTMAS LIGHTS	8,788	2,331	0	10,000	61,220	61,220	10,000		
TOTAL CONST.MATL/TO		28,519	12,136	8,229	41,336	67,520	77,061	36,602		
TOTAL CONSTITUTION IN THE	مرت المراب	20,313	22,230	وعمرن	72,550	07,020	,301	30,302		
MAINTENANCE										
100.60.6361.000	BLDG MAINT	1,965	2,833	3,453	1,500	5,091	9,000	5,000		
100.60.6362.000	VEHICLE MAINT	2,546	1,391	2,201	2,500	2,027	2,500	2,500		
100.60.6363.000	PUBLIC WORKS CONSTRUCITO	0	822	0	0	0	-			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
00.60.6364.000	CANDY KITCHEN	61,441	0	164	0	0			
00.60.6366.000	COMPUTER MAINT	1,680	160	0	2,500	o o	2,500	2,500	
OTAL MAINTENANCE		67,632	5,206	5,818	6,500	7,118	14,000	10,000	
TILITIES		1							
00.60.6407.000	INTERNET	0	0	0	٥	0			
00.60.6471.000	WATER	0	0	0	o o	0			
00.60.6471.001	PUBLIC WORKS BLDG	4,378	6,641	6,960	5,500	3,154	6,000	6,000	
00.60.6471.002	SCOUT HALL	683	837	952	750	493	996	1,100	*
00.60.6471.003	HISTORICAL SOCIETY	536	676	879	600	475	840	882	
00.60.6471.004	HERITAGE MUSEUM	152	278	288	500	157	500	500	
00.60.6471.005	DOG POUND WATER	163	303	314	300	157	320	336	ti -
00.60.6472.000	TELEPHONE	1,158	949	894	1,260	127	1,260	1,260	
00.60.6473.000	ELECTRIC	0	0	0	0	0	1,200	1,200	I.
0.60.6473.001	SCOUT HALL	737	799	472	1,200	386	750	1,000	
0.60.6473.002	DOG POUND	180	180	180	240	90	240	240	
0.60.6473.003	PUBLIC WORKS BLDGS	3,824	3,722	4,130	4,500	1,778	4,500		1
00.60.6473.004	HISTORICAL SOCIETY	434	461	503	400	268		4,500	
0.60.6473.005	HERITAGE MUSEUM	3,401	2,907	3,841	3,500	2,997	550	550	1
0.60.6474.000	GAS	3,811	1,771	1,889	4,000		3,900	3,900	
OTAL UTILITIES	ans and an	19,457	19,523	-		2,130	2,750	3,000	
JIACOTILITIES		19,437	19,323	21,303	22,750	12,212	22,606	23,268	
IPPLIES				^	-	-			
0.60.6551.000	FUEL	0	0	10	0	o			
0.60.6552.000	UNIFORM STIPEND	0	943	610	500	789	789	500	
	UNIFORM STIPEND							500	
OTAL SUPPLIES		0	943	610	500	789	789	500	
RSONNEL RELATED ITE	45	4							
0.60.6612.000	TRAINING	297	127		200		200	500	
			137	0	300	0	300	500	y.
OTAL PERSONNEL RELAT	IED II EIAI3	297	137	0	300	0	3		
APITAL EXPENDITURES			9						
	DEAL PROPERTY	71	- 41						-
00.60.6821.000	REAL PROPERTY	0	0	0	0_	0	9		
00.60.6831.000	EQUIPMENT	0	0	0	0	0			
OTAL CAPITAL EXPEDIT	JKES	0	0	0	0	0	300	500	
ANSFERS	1004 - 413			-1		191	3		ėl.
00.60.6990.000	TRASFER OUT-CAPARRAL	0	0	0	0	0			
OTAL TRANSFERS		0	0	0	0	0			
OTAL 60-PUBLIC WORKS	S BLDG	312,445	181,084	174,360	186,351	160,087	278,689	186,694	
00-GENERAL FUND		-							
(PENSES									

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
39-PARKS									
SERVICES CERVICES				1					
PERSONNEL SERVICES	******								
.00.39.6111.000	SALARY-REG	28,845	17,920	18,643	31,763	14,400	35,189	50,130	
00.39.6112.000	Accrued Wages	0	0	-99	0	0			
00.39.6113.000	SALARY-OT	9,677	7,184	6,485	9,000	3,718	9,000	9,000	
00.39.6115.000	SALARY-PARTTIME	0	0	0	0	0			
00.39.6141.000	FICA	2,689	1,728	1,869	3,120	1,360	3,380	4,525	
00.39.6142.000	HEALTH INSURANCE	9,593	7,407	5,901	8,940	3,665	8,940	9,600	
00.39.6143.000	WORKERS COMP	2,200	2,500	0	2,875	0		2,875	
00.39.6145.000	UNEMP INS	0	0	0	500	0	500	500	
00.39.6146.000	RETIREMENT	3,403	2,204	2,242	3,975	1,614	3,977	5,322	7)
00.39.6147.000	BENEFIT POOL	0	0	0	0	0	5,771	5,5	
OTAL PERSONNEL SERVIC		56,407	38,943	35,041	60,173	24,757	60,986	81,952	
				•		- 7	55,555	,	
ONTRACTS & PROF. SVC				-					-
00.39.6211.000	LEGAL SERVICES	0	0	0	500	0	3,500	500	
00.39.6213.000	SURVEYING	0	0	0	1,000	0	1,000	1,000	6
00.39.6214.000	CONTRACT SERVICES	64,521	53,520	51,622	45,000	16,043	45,000	45,000	
00.39.6215.000	EMPLOYEE SCREENING	0	0	0	250	0	43,000	250	8
00.39.6216.000	OTHER	2,884	749	746	2,500	649	2,500	2,500	
00.39.6218.000	ENGINEERING	0	140	75	2,500	0	2,300	2,500	
00.39.6219.001	SPLASH PAD 4B	0	0	0	2,500	0		2,300	
OTAL CONTRACTS & PROI		67,405	54,409	52,443	51,750	16,692	52,000	51,750	
		0.,.00	5.,,,,,	52,110	32,730	10,032	32,000	32,730	
ONST. MATL./TOOLS/EQU	JIP								
00.39.6311.000	CONSTRUCTION MATERIAL	17,433	7,132	2,749	10,000	4,224	10,000	10,000	
00.39.6311.001	SPAIN COMPLEX 4B FUNDED	0	0	0,	0	0	10,245	10,000	
00.39.6312.000	TOOLS	14,046	210	578	2,000	0	2,000	2,000	
00.39.6313.000	RENTAL EQUIPMENT	0	0	720	500	0	500	500	
00.39.6314.000	TOOLS & EQUIPMENT	3,107	2,557	2,007	5,000	1,094	5,000	5,000	i .
00.39.6316.000	INSURANCE	0	2,337	2,007	2,500	2,500	2,500	2,625	5%
00.39.6317.000	TRANSFERS	0	0	0	2,300	0	2,300	2,023	370
00.39.6318.000	OTHER	223	0	0	o	0)		
OTAL CONST.MATL/TOO		34,809	9,899	6,054	20,000	7,818	20,000	20,125	
DIALCONST.WATLY TOO	BJEQUIP	34,607	3,033	0,054	20,000	7,010	20,000	20,123	
AINTENANCE						12	1		
00.39.6361.000	PARK RESTROOM CLEANING	12,145	11,530	10,919	15,000	7,681	15,000	15,000	
00.39.6362.000	VECH MAINT	332	1,000	10,913	1,500	107	1,500	1,500	
OTAL MAINTENANCE	A COLL MANUEL	12,477	12,530	11,022	16,500	7,788	16,500	16,500	
VIOLINAINI ENAINCE		12,41/	12,330	11,022	10,300	7,700	10,500	10,500	
00-GENERAL FUND				5-					f -
XPENSES	-								F
W - 14929		3 2 2							

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
UTILITIES	÷	- 1			-				
100.39.6471.000	WATER	0	0		0				
100.39.6471.001	RAMBLER PARK	830	244	0	0	0			
100.39.6471.001	SPLASH PAD		900	891	900	446	900	945	
TOTAL TOTAL SECURITION OF THE PARTY OF		20,894	28,945	16,494	35,000	446	35,000	36,750	
100.39.6471.003	JW SPAIN	5,149	5,075	4,590	5,000	2,309	5,000	5,250	
100.39.6471.004	RIDING CLUB	1,880	2,278	2,634	2,000	763	2,000	2,100	
100.39.6471.005	SOUTHLAKE PARK	966	1,177	1,206	1,500	603	1,225	1,285	
100.39.6471.006	COF PARK	163	303	314	300	157	315	330	
100.39.6471.007	HERITAGE MUSEUM	0	0	0	350	0			
100.39.6472.000	TELEPHONE	660	792	720	750	360	750	750	
100.39.6473.000	ELECTRIC	0	0	0	0	0			
100.39.6473.001	CITY PARK	1,211	1,885	2,372	2,100	1,188	2,100	2,100	
100.39.6473.002	TENNIS COURT II	900	363	351	900	122	355	375	
100.39.6473.003	ONION SHED	1,606	1,986	2,523	2,500	1,354	2,500	2,500	
100.39.6473.004	RIDING ARENA	1,013	1,041	996	1,200	496	1,200	1,200	
100.39.6473.005	JW SPAIN	21,268	20,769	19,839	22,000	9,941	22,000	22,000	*)
100.39.6473.006	CITY TRAIL	285	294	257	500	130	300	300	
100.39.6473.007	HERITAGE MUSEUM	0	0	0	0	0			
100.39.6474.000	GAS	0	0	0	0	0			
TOTAL UTILITIES		56,825	65,808	53,187	75,000	18,315	73,645	75,885	
SUPPLIES					19.5				f .
100.39.6551.000	FUEL	13	735	o	3,500	0	3,500	3,500	
100.39.6552.097	MIKE ROSA CLOTHING	577	393	398	500	453	500	500	1
100.39.6552.140	EDGAR MARTINEZ	605	295	287	500	336	500	500	F -
TOTAL SUPPLIES	EDGAN WANTINEZ	1,195	1,423	685	4,500	789	4,500	4,500	
IOTAL SUPPLIES		1,133	1,423	003	4,300	769	4,500	4,500	
PERSONNEL RELATED I	TEMS			1		7.0			-
100.39.6612.000	TRAINING	0	٥	0	500	0	500	500	
TOTAL PERSONNEL RE	LATED ITEMS	0	0	0	500	0	500	500	
CAPITAL EXPENDITURE	c								P
100.39.6821.000	TRAIL GRANT MATCH	0	0	0	٥	o			(A)
TOTAL CAPITAL EXPEN		0	0	0	0	0			
TOTAL 39-PARKS		229,118	183,012	158,432	228,423	76,159	228,131	251,212	
100-GENERAL FUND		1					1		
EXPENSES		4							x-
71-DEBT SERVICE					-				
T-DEDI SEKAICE					10				
100.71.6712.000	Radio Note		25000	28423 \$			26,480	2000,000,000	
100.71.6713000	PRINCIPAL-EMG-VECH	35000	35000	35000 \$	35,000	35,000 \$	35,000	\$ 35,000	LAST PAYMENT

			2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL		CURRENT BUDGET		Mar-21 Y-T-D	2020-2021 REVISED	2021-2022 PROPOSED	Notes
100.71.6714.000	PRINCIPAL-FIRE TRUCK		54,267	0		0 \$		\$	9	REVISED	PROPOSED	
100.71.6715.000	PRINCIPAL BACKHOE	- 1	0	0		0 \$		- ş				
100.71.6716.000	INTEREST BACKHOE	-	0	o		0 \$		Š	- 0 f			
100.71.6717.000	POLICE CAR LEASE		51,565	22,332		0 \$			- 6 4		×	
100.71.6718.000	BACKHOE LEASE PURCHASE		28,155	23,872				-	25,632	\$ 49,609	¢ 40.60	need numbers
100.71.6719.000	CANON LEASE		0	1,089		52 \$			726			
100.71.6722.000	INTEREST-FIRE TRUCK		8,168	1,400		50 \$		Common Co	700			
100.71.6723.000	INTEREST EMERGENCY VEHC		0,100	12,660		0 \$: S	700	\$ 1,050	\$ 350	
100.71.6792.000	PAYING AGENT FEE		0	800		00 \$		୍ଦ୍ର				
100.71.6794.000	ENTERPRISE LEASING		0	0	* .	0 \$		- \$	5 - 4		\$ 42.86	2
100.71.6798.000	RELCASS PRINCIPAL PORTI	72	-3390	0		0 \$		Š			\$ 42,86	5
100.71.6799.000	DEBT ISSUANCE COSTS	31	3,890	0	4	00 \$		\$				
TOTAL DEBT SERVICE	DEBT ISSORICE COSTS	Ś	177,655						00 510	ć 443 F04	455.04	
TOTAL DEDT SERVICE		7	177,033	7 122,155	\$ 93,03	4 7	187,941	\$	88,538	\$ 113,591	\$ 155,847	
FUND TOTAL EXPENSES			3,650,362	3,484,559	3,435,0	44	4,164,042	2	2,091,286	4,384,199	4,020,88	7
FUND TOTAL PROFIT (L	OSS)	\$	(210,198)	\$ 163,904	\$ 217,83	2 \$		\$	(41,711)	\$ =	\$:	
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	Enterprise Fund Bu	idget Informatio	n			
		Current Budget 2020-2021		Revised Budget 2020-2021	Pı	roposed Budget 2021-2022
Water Fund Revenue		2020-2021		2020-2021		2021-2022
Connect Fee	\$	11,500	\$	13,000	\$	13,000
Penalties	\$	15,000	\$	21,000	\$	21,000
Agreements	\$	179,000	\$	188,000	\$	188,000
Impact Fee	\$	84,310	\$	100,000	\$	86,570
Water Sales	\$	1,612,836	\$	1,627,951	\$	1,627,951
Tap Fee	\$	10,570	\$	10,570	\$	10,570
Interest Earned	\$	2,000	\$	368	\$	350
Other Income			\$	101,343		
Transfer In						
Total	\$	1,915,216	\$	2,062,232	\$	1,947,441
Water Fund Expenses						
Administration						
Personnel Services	\$	140,572	\$	117,311	\$	153,494
Contracts & Prof. Svc	\$	500	\$	600	\$	650
Maintenance	\$	35,333	\$	59,698	\$	29,705
Utilities	\$	5,750	\$	5,750	\$	5,750
Supplies	\$	3,000	\$	3,000	\$	3,000
Personnel Related Items	\$	18,000	\$	22,750	\$	25,313
Total Water Administration	\$	203,155	\$	209,109	\$	217,912
Water Dept.						
Personnel Services	\$	257,116	\$	280,868	\$	233,703
Contracts & Prof. Svc	\$	120,405	\$	134,155	\$	134,155
Construction Material/Tools/Equip	\$	282,170	\$	277,670	\$	264,686
Maintenance	\$	5,500	\$	7,500	\$	20,120
Utilities	\$	32,750	\$	37,926	\$	39,764
Supplies	\$	847,596	\$	848,323	\$	845,136
Personnel Related Items	\$	22,150	\$	15,150	\$	20,150
Capital Expenditures	\$	22,500	\$	22,500	\$	49,941
Transfers	\$	121,874	\$	121,874	\$	121,874
Total Water Department	\$	1,712,061	\$	1,745,966	\$	1,729,529
otal Water Department Expenses	\$	1,915,216	\$	1,955,075	\$	1,947,441
Revenue vs. Expenses	\$	-	\$	107,157	\$	

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Mar-21 Y-T-D	2020-2021 REVISED	2021-2022 PROPOSED	Notes
700-WATER FUND	-	-			4				
REVENUES		(F)	3						
700.00.5714.000	CC CONV. FEE	0	0	0	0	O			*
700.00.5743.000	CONNECT FEE	7,383	11,480	12,188	11,500	5,600	13,000	13.000	cut off charges
700.00.5744.000	PENALTIES	8,704	16,581	11,414	15,000	10,094	21,000		late fee
700.00.5745.000	AGREEMENTS AND CONTRACTS	180,250	175,769	187,789	179,000	100,593	188,000	188.000	caddo basin, copevill, nfw
700.00.5746.000	IMPACT FEE	2,361	115,429	54,173	84,310	89,864	100,000	86,570	
700.00.5751.000	CITY WATER SALES	1,125,573	1,279,235	1,455,007	1,612,836	720,214	1,627,951		need numbers
700.00.5752.000	CHANGE IN UTILITY DEPOS	. 0	0	0	0	0	2,027,002	1,010,551	meed Hambers
700.00.5753.000	WATER TAP FEES	6,260	3,574	10,570	10,570	7,683	10,570	10,570	
700.00.5762.000	INTEREST EARNED	10,634	15,906	4,940	2,000	184	368	350	
700.00.5767.000	OTHER REVENUE	0	0	0	0	27,543	27,543	330	ntmwd rebate
700.00.5769.000	OTHER REVENUE	40,640	51,952	14,375	0	73,800	73,800	-	legal refund ntmwd
700.00.5800.000	CONTRIBUTED CAPITAL	675,107	0	Ó	0	0	,		
700.00.5993.000	TRANSFER IN	46,588	0	207,159	0	0			
FUND TOTAL REVENUES		2,103,500	1,669,926	1,957,615	1,915,216	1,035,575	2,062,232	1,948,041	19
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		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
700-WATER FUND									
EXPENSES					*1				
00-TRANSFER OUT				- 8					
700.00.6993.000	TRANSFER IN	0 \$	(135,314.00)		0	0			
700.00.7999.000	TRANSFER TO ASSETS	0 \$			0	0			21
TOTAL 00-TRANSFER OUT		\$ - \$	(135,314.00)	\$	\$ - \$		546	\$ =	
700 WATER EURID			i						F)
700-WATER FUND			!						
EXPENSES				2					
12-ADMINISTRATION		2 .			161				
PERSONNEL SERVICES			7		, 80				
									25%
700.12.6111.000	SALARIES, REGULAR	50.047	70.056	50.072	04.687	20.044	22-1.1		Loni,Audrey,Ben,Paul,Daph
		58,047	72,856	59,073	91,687	30,844	67,246	103,948	ne, Sandra 15%
700.12.6112.000	ACCRUED WAGES EXPENSE	1,755	858	-894	0	0			
700.12.6113.000	OVERTIME	2,713	10,914	8,935	10,000	5,605	11,005	10,000	
700.12.6114.000	COMPENSATED ABSENCES	-786	8,789	0	0	0			
700.12.6141.000	FICA	4,506	6,093	5,015	9,095	2,639	5,830	8,720	
700.12.6142.000	HEALTH INSURANCE	19,186	22,229	20,910	17,880	11,735	24,980		Loni/Audrey
700.12.6143.000	WORKERS COMP	1,500	1,750	1,825	1,830	1,830	1,830	1,921	5%
700.12.6145.000	UNEMPLOYMENT INSC	162	18	0	160	0	160	250	
700.12.6146.000	EMPLOYEE RETIREMENT SYST	10,412	18,308	2,630	9,920	3,178	6,260	9,455	
700.12.6147.000	BENEFIT POOL	0	0	0	0	0			
TOTAL PERSONNEL SERVI	CES	97,495	141,815	97,494	140,572	55,831	117,311	153,494	
CONTRACTS & PROF. SVC									
700.12.6211.000	LEGAL SERVICE	0	0	0	500	0	500	500	
700.12.6215.000	EMPLOYEE SCREENING	0	57	57	0	100	100	150	
TOTAL CONTRACTS & PRO	F.SVC	941	57	57	500	100	600	650	
MAINTENANCE						4			
700.12.6361.000	BLDG MAINT	0	0	0	200	0	200	200	
700.12.6363.000	OFFICE EQUIPMENT MAINT	2,142	2,744	2,650	3,500	2,241	4,950		datamax
700.12.6365.000	COMPUTER SOFTWARE MAINT	803	6,091	12,165	295	5,767	295	3,000	dotailida
700.12.6365.001	TYLER TECH	19,365	10,277	8,561	20,373	2,144	20,373	15,405	
700.12.6366.000	COMPUTER SOFTWARE MAINT	225	0,2,7	1,153	20,373	24,180	24,180	13,403	1
700.12.6367.000	INFO TECH	4,600	3,450	3,670	4,200	4,145	7,200	5.040	Fulcrum
700.12.6368.000	JANITORIAL SUPPLIES	4,000	0	3,070	4,200	4,143	7,200	3,040	i wişi Mili
700.12.6369.000	UTILITY ONLINE COMPONENT	4,913	3,895	4,854	6,765	5,288	2,500	5,400	
TOTAL MAINTENANCE	OTILITY ONLINE CONFONEINT	32,048			-				
I O I WE IAIWII A I EIAWIACE		32,040	26,457	33,053	35,333	43,765	59,698	29,705	r=
UTILITIES	-			4	4		4		

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
	1	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
700.12.6472.000	ANSWERING SERVICE	297	0	640	0!	495		30	
700.12.6485.000	UTILITY OUTSOURCING	4,957	4,686	4,868	5,750	1,443	5,750	5,750	
TOTAL UTILITIES		5,254	4,686	5,508	5,750	1,938	5,750	5,750	
SUPPLIES									•
700.12.6552.000	UNIFORM	0	0	116	0	o			
700.12.6591.000	OFFICE SUPPLIES	1,712	1,828	3,126	3,000	1,341	3,000	2.000	
TOTAL SUPPLIES		1,712	1,828	3,242	3,000	1,341	3,000	3,000 3,000	
8		-,,	2,020	3,272	3,000	1,341	3,000	3,000	
700-WATER FUND	-								
EXPENSES		4							
12-ADMINISTRATION		A I							
		21							
PERSONNEL RELATED ITEM	AS.	3			E:				
700.12.6612.000	TRAVEL/SCHOOL/DUES	111	2,208	790	3,000	332	1 500	2 000	
700.12.6615.000	CC FEE	6,528	4,681	16,953			1,500	3,000	f222
TOTAL PERSONNEL RELAT		6,639	6,889	17,743	15,000	9,865	21,250		master fee???
OTAL PERSONNEL RELAT	EDITEMS	0,039	0,009	17,743	18,000	10,197	22,750	25,313	
OTAL 12-ADMINISTRATIO	ON	143,148	181,732	157,097	203,155	113,172	209,109	217,912	L
i								•	
700-WATER FUND									
EXPENSES							~		
SS-WATER DEPT.	Ţ:			1)
PERSONNEL SERVICES									
700.35.6111.000	SALARIES, REGULAR	109,908	154,381	169,431	169,359	75,366	152,593	118,260	
700.35.6112.000	ACCRUED WAGES EXPENSE	6,483	2,482	-2,790	0	0		,	
700.35.6113.000	SALARIES, OVERTIME	47,381	66,078	49,722	35,000	30,670	59,107	45,000	
700.35.6114.000	SALARIES, PRORATED	0	0	0	0	0	,	,	
700.35.6115.000	SALARIES, PART-TIME	0	0	0	0	0	*		F.
700.35.6141.000	FICA EXPENSE	10,681	15,549	15,464	14,110	7,733	16,195	12,489	
700.35.6142.000	HEALTH INSURANCE	19,186	18,522	24,778	17,880	11,000	29,745		7% increase
700.35.6143.000	WORKS COMP	3,100	3,500	3,675	3,675	3,675	3,675	•	5% increase
700.35.6145.000	UNEMPLOYMENT INSURANCE	486	27	68	500	0	500	1,000	
700.35.6146.000	RETIREMENT EXPENSE	26,972	49,031	8,341	16,592	9,223	19,053	14,694	
700.35.6147.000	BENEFIT POOL	0	0	0,5 . 2	0	0		2.,02	P
TOTAL PERSONNEL SERVI		224,197	309,570	268,689	257,116	137,667	280,868	233,703	
			210,070	200,000			200,000		
CONTRACTS & PROF.SVC		1 1							
700.35.6211.000	LEGAL SERVICES	41,149	24,838	6,302	25,000	800	25,000	25,000	
700.35.6213.000	SURVEYING	900	0	3,150	0	0			
700.35.6214.000	CONTRACT SERVICES	28,408	13,941	24,150	26,250	30,076	40,000	40,000	
700.35.6215.000	OTHER	565	145	1,589	0	42	7.80		
700.35.6218.000	ENGINEERING	1,190	3,030	15,367	12,500	11,555	12,500	12,500	
700.35.6219.000	ADMN, SUP. CHARGES	16,655	16,655	16,655	16,655	8,327	16,655	16,655	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
00.35.6220.000	OUTSOURCING UTILITY BILL	432	864	1,314	0	983			
00.35.6254.000	UTILITY METER MAINT	5,913	1,052	17,554	40,000	330	40,000	40,000	
OTAL CONTRACTS&PR	ROF SVC	95,212	60,525	86,081	120,405	52,113	134,155	134,155	
ONST. MATL./TOOLS/E	EQUIP			1					
00.35.6311.000	CONSTRUCTION MATERIAL	73,462	123,776	134,249	217,920	35,702	217,920	202,686	
00.35.6311.001	JACKSON STREET PROJECT	0	0	0	0	0	217,320	202,000	
00.35.6311.002	KCS PERMIT/TIRZ PROJECT	2,013	4,183	0	0	o			
00.35.6311.003	CADDO PARK	79	18,542	o	0	0			-
0.35.6311.005	HWY 380 N SIDE WATERLINE	0	135,314	Ö	0	0			4
0.35.6312.000	TOOLS	2,217	4,833	2,349	40,000	1,404	40,000	40,000	
0.35.6312.001	COVID 19	0	0	0	0	0	40,000	40,000	
0.35.6313.000	RENTAL EQUIPMENT	0	9,094	144	2,500	0	2,500	2,500	
0.35.6314.000	TOOLS AND EQUIPMENT MAIN	8,399	2,181	6,202	10,000	3,920	10,000	10,000	
0.35.6316.000	INSURANCE	0	7,500	0	8,250	5,250	5,250	7,500	
0.35,6317.000	TRANSFERS	0	0	0	0,230	0	3,230	7,500	
0.35.6318.000	OTHER	1,762	1,097	108	2,000	460	2,000	2,000	
0.35.6320.000	CREDIT CARD CONV FEE	0	0	909	1,500	0	2,000	2,000	
TAL CONST.MATL/TO		87,932	306,520	143,961	282,170	46,736	277,670	264,686	
17.2 20.101.11.11.11.11	, 140	07,552	300,320	140,501	LUL,ITU	40,730	277,070	204,000	
AINTENANCE	4		4						
0.35.6362.000	VEHICLE MAINT	7,359	9,245	18,018	5,500	5,037	7,500	5,000	
0.35.6363.000	OFFICE EQUIPMENT MAINT	550	0	0	0	422	7,500	3,000	
0.35.6365.000	TYLER SUPPORT SOFTWARE	4,020	0	0	D	0			
0.35.6367.000	INFO TECH	4,020	0	0	0	0	÷	15,120	
OTAL MAINTENANCE		15,949	9,245	18,018	5,500	5,459	7,500	20,120	
TAE MAINTENANCE		13,343	5,243	10,010	3,300	3,433	7,000	20,120	
TILITIES									
0.35.6407.000	INTERNET	0	0	0	0	0			
0.35.6471.000	WATER	0	0	0	0	0			
0.35.6472.000	TELEPHONE	2,854	3,374	3,766	3,100	1,676	3,376	3,544	
0.35.6473.000	ELECTRIC	0	0	0	0	0			
0.35.6473.001	500 JACKSON ST	304	308	319	450	160	450	450	
0.35.6473.002	LIVE OAK WATER TOWER	244	238	240	250	121	250	260	
0.35.6473.003	WATER WORKS	26,269	28,694	30,573	27,500	15,784	33,000	34,650	
0.35.6473.004	VALVE STATION	205	211	214	250	107	250	260	
0.35.6473.005	HWY 380 WATER TOWER	0	0	0	0	0			
0.35.6474.000	GAS	0	0	0	0	0			
0.35.6482.000	RENT	1,100	1,200	1,200	1,200	600	1,200	1,200	
OTAL UTILITIES		30,976	34,025	36,312	32,750	18,448	38,526	40,364	
PPLIES		1		ž.	4	-			1 -
0.35.6551.000	FUEL	6,767	6,179	6,130	7,500	2,608	7,500	7,875	
0.35.6552.000	UNIFORM	1,624	831	1,923	500	649	649	500	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
00.35.6552.029	DANNY RUFF CLOTHING	636	405	259	500	0	500	500	
700.35.6552.188	JOSHUA RUBADUE CLOTHING	675	412	224	500	430	430	500	
700.35.6552.219	CONNOR LEDBETTER	0	0	0	0	481	481		
700.35.6552.220	SANTOS UNIFORMS	0	0	0	0	167	167	500	
700.35.6555.000	WATER SUPPLY PURCHASED	779,698	818,964	838,596	838,596	349,418	838,596	835,261	
TOTAL SUPPLIES		789,400	826,791	847,132	847,596	353,753	848,323	845,136	
PERSONNEL RELATED ITE	MS	-	1	ļ					
700.35.6612.000	TRAVEL/SCHOOL/DUES	1,954	2,759	1,346	4,500	2,164	4,500	4,500	
700.35.6631.000	INSURANCE	7,500	10,000	11,500	12,650	5,650	5,650	10,650	
700.35.6698.000	CHARGED OFF ACCOUNTS	2,755	3,805	0	5,000	3,630	5,000		
TOTAL PERSONNEL RELAT		12,209	16,564	12,846	22,150	_	•	5,000	
OTALI EIGOINIEE NEDA	LES ITEMS	12,203	10,364	12,846	22,130	7,814	15,150	20,150	
CAPITAL EXPENDITURES		1							
700.35.6821.000	REAL PROPERTY	0	0	0	22,500	0	22,500	22,500	
700.35.6831.000	EQUIPMENT	0	0	0	0	0			UtilityHawk/allterra
TOTAL CAPITAL EXPENDE	TURES	0			22,500	₹	22,500	49,941	.,,
6	1						,	,. +2	
RANSFERS	8								
700.35.6990.000	DEPRECIATION EXPENSE	248,484	247,473	313,839	0	0	1:		
700.35.6991.000	TRANSFER OUT	121,874	121,874	121,874	121,874	60,937	121,874	121,874	
00.35.6992.000	TRF TO EQUIP FUND	0	0	0	0	0	,0,-	,0/~	
TOTAL TRANSFERS	1	370,358	369,347	435,713	121,874	60,937	121,874	121,874	
TOTAL 35-WATER DEPT		1,626,233	1,932,587	1,848,752	1,712,061	682,927	1,746,566	1,730,129	
OTALOS TIMILADAT I		2,020,233	2,332,301	2,0-10,7 32	2,7 12,001	002,327	1,740,500	1,730,123	
FUND TOTAL EXPENSES		1,769,381	1,979,005	2,005,849	1,915,216	796,099	1,955,675	1,948,041	
FUND TOTAL PROFIT (LOS	5S)	334,119	-309,079	-48,234	0	239,476	106,557	O	
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	Wastewater Fund B	udget Informatio	on		
		Current Budget 2020-2021		evised Budget 2020-2021	oposed Budget 2021-2022
Wastewater Fund Revenue					
Sewer Sales	\$	1,374,804	\$	1,380,200	\$ 1,431,050
Penalties	\$	15,000	\$	15,000	\$ 15,000
Impact Fee	\$	120,336	\$	330,000	\$ 275,770
Sewer Tap	\$	5,000	\$	5,000	\$ 3,600
Interest Earned	\$	2,500	\$	200	\$ 200
Total	\$	1,517,640	\$	1,730,400	\$ 1,725,620
Wastewater Fund Expenses					
Administration					
Personnel Services	\$	56,143	\$	71,948	\$ 126,713
Contracts & Prof. Svc					
Maintenance					
Utilities					
Supplies					
Personnel Related Items					
Total Wastewater Administration	on \$	56,143	\$	71,948	\$ 126,713
Personnel Services	\$	149,337	\$	79,593	\$ 179,566
Contracts & Prof. Svc	\$	38,900	\$	35,900	\$ 41,170
Construction Material/Tools/Equ	uip \$	62,933	\$	57,433	\$ 74,441
Maintenance	\$	602,185	\$	602,185	\$ 654,380
Utilities	\$	25,275	\$	26,595	\$ 26,660
Supplies	\$	5,500	\$	6,289	\$ 5,500
Debt Service	\$	319,587	\$	354,331	\$ 359,410
Personnel Related Items	\$	5,000	\$	5,000	\$ 5,000
Capital Expenditures			\$	9,960	\$ 100,000
Transfers	\$	252,780	\$	252,780	\$ 252,780
Total Wastewater Department	\$	1,461,497	\$	1,430,066	\$ 1,698,907
Total Wastewater Expenses	\$	1,517,640	\$	1,502,014	\$ 1,825,620
Revenue vs. Expenses	\$	8	\$	228,386	\$ (100,000)

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Mar-21 Y-T-D	2020-2021 REVISED	2021-2022 PROPOSED	Notes
705-WASTEWATER							KETISES	FROFOSED	
REVENUES									
						2	-		
705.00.5741.000	SEWER SALES	984,619	983,379	1,166,254	1,374,804	641,813	1,380,200	1,431,050	50,850 Pass thru ntmwd
705.00.5743.000	FEES	0	0	0	0	0		, ,	
705.00.5744.000	PENALTIES	10,280	15,485	10,264	15,000	6,672	15,000	15,000	À
05.00.5745.000	AGREEMENTS AND CONTRACTS	0	0	0	0	0		20,000	
05.00.5746.000	IMPACT FEE	8,261	305,800	61,261	120,336	296,231	330,000	275,770	
705.00.5753.000	SEWER TAP FEE	4,200	1,850	3,600	5,000	3,107	5,000	3,600	
705.00.5762.000	INTEREST EARNED	10,656	12,482	2,997	2,500	135	200	200	
05.00.5767.000	OTHER REVENUE	0	0	0	0	0	200	200	+
705.00.5800.000	CONTRIBUTED CAPITAL	974,257	0	0	o	Ö			
705.00.5995.000	TRANSFER IN RESERVES	0	0	o i	o	o o			
TOTAL 00-REVENUE	THE WIST EN THE RESERVES	1,992,273	1,318,996	1,244,376	1,517,640	947,958	1,730,400	1,725,620	
O ME VO NEVENOE		2,332,273	1,320,330	2,244,370	1,317,040	347,336	1,750,400	1,725,620	
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		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
TRANSFERS				1	71	7			
					(6)				al.
705.00.6991.000	TRANSFER OUT TWDB CO2017	3,023,355	0	0	0	0			
705.00.6991.999	TRANSFER OUT-TWDB CO2017	0	-391248	0	0	o			
705.00.6992.000	TRANSFER IN	0	0	-1,291,702	0	0			
705.00.7999.000	TRANSFER OF ASSETS	0	0	0	0	0			
TOTAL 00-TRANSFER OUT		3,023,355	(391,248)	(1,291,702)			440		
3			` ' '						
705-WASTEWATER		2	- 1						i e
EXPENSES			0.0	3					5
12-ADMINISTRATION)							
PERSONNEL SERVICES		2.0				×			4
				11 1		7			25%
									Loni,Audrey,Ben,Paul,Daph
705.12.6111.000	SALARIES, EGULAR	16,543	27,072	44,155	36,998	24,639	50,800	103 948	ne, Sandra 15%
705.12.6112.000	Accrued Wages	0	0	1,801	0	0	30,000	103,540	ne, sandra 1570
705.12.6113.000	OVERTIME	71	1,311	1,239	1,500	661	1,500	1,500	
705.12.6141.000	FICA	1,187	2,115	3,391	2,950	1,887	4,001	8,720	ri .
705.12.6142.000	HEALTH INSURANCE	_,	1,483	0	8,940	2,007	8,940	9,600	I .
705.12.6143.000	WORKERS COMP	1,500	2,000	0	2,000	0	2,000	2,000	
705.12.6146.000	EMPLOYEE RETIREMENT SYST	1,466	2,491	1,790	3,755	2,216	4,707	9,451	et and the second secon
TOTAL PERSONNEL SERVICE		20,767	36,472	52,376	56,143	29,403	71,948	135,219	
		20,707	30,472	32,370	30,143	25,703	71,340	133,213	
705-WASTEWATER		y y			-				
EXPENSES									
36-WASTEWATER SYSTEM		-1							
PERSONNEL SERVICES	-	•				-			
705.36.6111.000	SALARIES, REGULAR	41,685	70,501	33,308	92,365	24,987	41,045	118 250	Public works 35%
705.36.6112.000	Accrued Wages	41,003	0,502	1,717	0	0	71,073	110,200	Table Works 5570
705.36.6113.000	SALARIES, OVERTIME	o o	2,900	0	10,000	0	5,000	10,000	•
705.36.6114.000	SALARIES, PRORATED	Ö	2,500	0	0	0	3,000	10,000	
705.36.6115.000	SALARIES, PART-TIME	0:	o	0	0	0			
705.36.6141.000	FICA EXPENSE	3,022	5,275	2,463	7,830	1,796	3,523	9,812	
705.36.6142.000	HEALTH INSURANCE	9,593	10,373	8,853	17,880	4,400	17,880	19,200	·
705.36.6143.000	WORKS COMP	10,000	6,957	2,000	11,550	6,602	7,500	10,000	
705.36.6145.000	UNEM PLOYMENT INSURNACE	10,000	0,337	2,000	500	0,002	500	750	
705.36.6146.000	RETIREMENT EXPENSE	3,675	6,452	1,313	9,212	2,183	4,145	11,544	
705.36.6147.000	BENEFIT POOL	0,075	0,432	1,515	0	2,103	4,143	12,044	-
TOTAL PERSONNEL SERVICE		67,975	102,458	49,654	149,337	39,968	79,593	179,566	
TO THE PERSONNEL SERVIC		01,373	202,730	73,037	272)	33,300	, 5,555	1,5,500	
CONTRACTS & PROF, SVC	+	-							1
705.36.6211.000	LEGAL SERVICES	0	0	0	5,000	0	5,000	5,000	
705.36.6211.001	CLEAN WTR/RVLV FUND C/O	0	0	0	0	0	5,550	2,200	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
05.36.6213.000	SURVEYING	0	500	0	500	0	500	500	
05.36.6214.000	CONTRACT SERVICES	6,161	14,291	14,290	15,000	1,475	10,000	15,000	1
05.36.6215.000	OTHER	0	0	104	0:	0		ŕ	
705.36.6218.000	ENGINEERING	2,963	8,299	8,771	13,000	1,651	15,000	15,000	
05.36.6220.000	UTILITY BILLING	5,389	5,418	4,882	5,400	2,426	5,400	5,670	
OTAL CONTRACTS&PE	ROF.SVC	14,513	28,508	28,047	38,900	5,552	35,900	41,170	
ONST. MATL./TOOLS/I	EQUIP	7							
05.36.6311.000	CONSTRUCTION MATERIAL	5,913	13,672	3,834	41,407	17,616	41,407	56,941	
05.36.6311.001	JACKSON STREET SEWER	0	0	0	0	0			
05.36.6311.002	PALLADIUM APT SEWER LINE	0	100	0	0	0			1
05.36.6312.000	TOOLS	1,167	2,960	686	0	352			
05.36.6313.000	RENTAL EQUIPMENT	0	1,729	43	2,500	818	2,500	2,500	1
05.36.6314.000	TOOLS AND EQUIPMENT MAIN	1,473	3,475	9,398	2,500	1,632	3,000	2,500	-
05.36.6316.000	INSURANCE	11,704	17,500	13,660	15,026	9,026	9,026	11,000	
05.36.6317.000	TRANSFERS	0	0	0	0	0	-,	,	1
05.36.6318.000	OTHER	375	273	0	1,500	191	1,500	1,500	
OTAL CONST.MATL/TO	OOLS/EQUIP	20,632	39,709	27,621	62,933	29,635	57,433	74,441	
					·	,			
MAINTENANCE									
05.36.6353.000	SEWER TREATMENT PLANT MA	329,447	343,146	478,330	528,1 85	287,598	528,185	580,380	9.6% INCREASE
05.36.6356.000	UTILITY LINE MAINT	25,358	1,393	7,297	50,000	7,804	50,000	50,000	
05.36.6359.000	LIFT STATION MAINT	14,120	66,086	27,117	20,000	400	20,000	20,000	
05.36.6362.000	VEHC MAINT	113	3,777	1,931	1,500	361	1,500	1,500	
05.36.6365.000	INFO TECH	4,020	0	0	0	0	-,	_,	
05.36.6366.000	EQUIP MAINT	0	2,072	0	2,500	0	2,500	2,500	•
OTAL MAINTENANCE		373,058	416,474	514,675	602,185	296,163	602,185	654,380	
			•	•	,	•		,	
ITILITIES	4								
05.36.6407.000	INTERNET	0	0	0	0	0			
05.36.6471.000	WATER	0	0	0	0	0			+
05.36.6472.000	TELEPHONE	921	1,549	1,627	1,500	823	1,786	1,800	
05.36.6473.000	ELECTRIC	19	0	0	0	0	_,,	_,,	†
705.36.6473.001	S MAIN ST	333	379	262	400	131	400	400	I
05.36.6473.002	ORANGE & ABBEY	372	557	370	575	206	575	600	
05.36.6473.003	380/FLOYD	1,366	3,581	1,453	4,600	627	2,600	2,730	-
05.36.6473.004	WINDOM LIFT PUMP	204	185	186	250	93	250	265	
05.36.6473.005	N HWY 78 LIFT PUMP	438	205	201	250	101	250	265	
05.36.6473.006	DIRECT ENERGY	559	172	207	1,200	96	600	600	
05.36.6473.007	GEXA ENERGY	7,425	12,082	15,509	16,500	9,491	20,134	20,000	
05.36.6474.000	GAS	0	0	0	0	0	20,254		
OTAL UTILITIES	-	11,637	18,710	19,815	25,275	11,568	26,595	26,660	
		,,		30,020			,	,-50	
UPPLIES		- 3	T		12				

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
ANTE PERSONE LEGIS (VANCOS)		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
05.36.6551.000	FUEL	6,685	6,241	6,052	5,000	2,206	5,000	5,000	
05.36.6552.000	UNIFORM STIPEND	248	262	826	0	789	789		
05.36.6552.010	JUAN HERNANDEZ CLOTHING	568	385	586	500	24	500	500	
OTAL SUPPLIES		7,501	6,888	7,464	5,500	3,019	6,289	5,500	
ERSONNEL RELATED ITEM	AS)	5			4
05.36.6612.000	TRAINING	0	0	111	500	0	500	500	y
05.36.6698.000	CHARGED OFF ACCOUNTS	5,457	3,178	0	4,500	0	4,500	4,500	+.
OTAL PERSONNEL RELAT		5,457	3,178	111	5,000	-	5,000	5,000	
					-,		-,	0,000	
EBT SERVICE			-				\1		
05.36.6720.000	INTEREST EXPENSE	0	0	0	0	34,733	34,773	34,330	
05.36.6723.000	IN DEBT SER	68,750	69,348	69,348	0	0		- ,,,,,,	
05.36.6791.000	PRIN DEBT SERVICE	0	0	0	319,587	0	319,558	324,330	
05.36.6792.000	PAYING AGENT FEE	128	175	1,025	0	0		750	1
OTAL DEBT SERVICE		68,878	69,523	70,373	319,587	34,733	354,331	359,410	
ANTAL EVERNETHEE						+	14		
APITAL EXPENDITURES	DEAL BRODERTY		702	21	5*25		0.000		
05.36.6821.000	REAL PROPERTY	0	703	0	0	9,960	9,960	400.000	
05.36.6821.001	WWTP REHAB		0	0	0	0	:4	100,000	
05.36.6831.000 OTAL CAPITAL EXPENDIT	EQUIPMENT	2,850 2,850	703	0	0	9 .960	9,960	100,000	
OIAL CAPITAL EXPENDIT	UKES	2,830	703	•		9,900	3,900	100,000	
7.						1/			
RANSFERS						4			
05.36.6990.000	DEPRECIATION EXPENSE	132,949	254,759	362,110	0	0			
05.36.6991.000	TRANSFER OUT	252,780	252,780	252,780	252,780	126,390	252,780	252,780	
05.36.6992.000	EQUIPMENT REPL TRNSFR	0	0	0	0	0			
05.36.6993.000	TRANSFER IN	0	0	0	0	0			
OTAL TRANSFERS		385,729	507,539	614,890	252,780	126,390	252,780	252,780	
OTAL 36-WASTEWATER	SYSTEM	958,230	1,193,690	1,332,650	1,461,497	556,988	1,430,066	1,698,907	
FUND TOTAL EXPENSES		4,002,352	838,914	93,324	1,517,640	586,391	1,502,014	1,834,126	
FUND TOTAL PROFIT (LOS	SS)	(2,010,079)	480,082	1,151,052	-	361,567	228,386	(108,506)	
1	4			1		1			
					4				
					*				
		1			Ö.				
						1)			

	Electric Fund Budg Co	et Information urrent Budget 2020-2021	R	evised Budget 2020-2021	Pr	oposed Budget 2021-2022
Electric Fund Revenue						
Connect Fee	\$	9,500	\$	7,520	\$	7,900
Penalties	\$	40,000	\$	40,000	\$	40,000
Power Sales	\$	3,488,861	\$	3,344,727	\$	3,400,535
Surcharge	\$	150,000	\$	150,000	\$	150,000
PCA	\$	459,502	\$	793,965	\$	800,000
Interest Earned	\$	6,500	\$	300	\$	300
Transfer in Elec Note			\$	800,000		
Total	\$	4,154,363	\$	5,136,512	\$	4,398,735
Electric Fund Expenses						
Administration						
Personnel Services	\$	77,005	\$	69,394	\$	134,874
Contracts & Prof. Svc						
Maintenance						
Utilities						
Supplies						
Personnel Related Items						
Total Electric Administration	\$	77,005	\$	69,394	\$	134,874
Electric Department						
Personnel Services	\$	482,695	\$	509,850	\$	520,705
Contracts & Prof. Svc	\$	89,000	\$	89,000	\$	89,000
Construction Material/Tools/Equip	\$	161,575	\$	142,675	\$	109,321
Maintenance	\$	30,342	\$	26,519	\$	22,773
Utilities	\$	13,750	\$	13,885	\$	14,375
Supplies	\$	2,137,791	\$	2,895,900	\$	2,161,974
Personnel Related Items	\$	24,868	\$	24,913	\$	36,000
Debt	\$	40,631	\$	72,096	\$	220,507
Capital Expenditures	\$	157,500	\$	157,500	\$	150,000
Transfers	\$	939,206	S	939,206	\$	939,206
Total Electric Department	\$	4,077,358	\$	4,871,544	\$	4,263,861
Total Electric Department	\$	4,154,363	\$	4,940,938	\$	4,398,735
Revenues vs. Expenses	\$	-	\$	195,574	\$	-

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
15-ELECTRIC FUND		1			-				
REVENUES									
15.00.5743.000	FEES	8,223	14,434	7,858	9,500	3,470	7,520	7,900	
15.00.5744.000	PENALTIES	36,443	49,398	30,601	40,000	17,706	40,000	40,000	2
15.00.5745.000	AGREEMENTS AND CONTRACTS	30	0	0	0	0	40,000	40,000	
15.00.5751.000	ELECTRICITY SALES	3,352,613	3,258,222	3,104,975	3,488,861	1,423,549	3,344,727	3 400 535	last 3 yr avg +3%
15.00.5752.000	CHANGE IN ELECTRIC DEPOS	0	0	0,20.,575	0	0	3,344,727	3,400,333	last 3 yr avg +3/6
15.00.5755.000	SURCHARGE	148,901	142,533	136,005	150,000	58,615	150,000	150,000	
15.00.5757.000	PCA (POWER COST ADJ)	273,704	322,506	612,214	459,502	331,319	793,965	800,000	7
15.00.5762.000	INTEREST	7,657	11,739	4,673	6,500	211	300	300	
15.00.5767.000	OTHER REVENUE	0,031	0	126,489	0,500	0	300	300	
15.00.5770.000	SALES TAX REVENUE	39,007	40,567	120,483	0	0	7.1		
15.00.5995.000	TRANSFER IN ELEC NOTE	0	0,507	0	0	0	800,000		31
15.00.5998.000	TRANSFER IN RESERVES	0	0	0	0	0	800,000		7:
OTAL 00-REVENUE	TIONISI EN IN NESERVES		_	•	-	_	F 436 F49	4 200 202	
OTALOU-REVENUE		3,866,578	3,839,399	4,022,815	4,154,363	1,834,870	5,136,512	4,398,735	
15-ELECTRIC FUND						-	== -		1
XPENSES					2				
2-ADMINISTRATION				-	A.				
ERSONNEL SERVICES									
15.12.6111.000	SALARIES, REGULAR	52,284	53,542	53,457	54,445	27,737	56,302	104,114	Г
15.12.6112.000	ACCRUED WAGES EXPENSE	6,360	621	307	0	0	50,502	10 (,11)	
15.12.6113.000	OVERTIME	130	2,416	2,283	2,500	1,218	2,500	2,500	
15.12.6114.000	COMPENSATED ABSENCES	3,686	-7668	2,203	2,300	0	2,300	2,300	
15.12.6141.000	FICA	3,901	4,106	4,161	4,435	2,089	4,500	8,160	
15.12.6142.000	HEALTH INSURANCE	0,502	0	0	9,600	0	4,500	9,600	
15.12.6143.000	WORKERS COMP	943	800	800	800	0	800	900	
15.12.6146.000	EMPLOYEE RETIREMENT SYST	5,454	7,045	4,367	5,225	2,535	5,292	9,600	
OTAL PERSONNEL SERV		72,758	60,862	65,37 5	77,005	33,579	69,394	134,874	
OTAL PERSONNEL SERV	ices	72,750	60,862	05,375	77,005	33,373	09,394	134,674	
15-ELECTRIC FUND				1					
XPENSES		191 31							
7-ELECTRIC DEP	1	2							
ERSONNEL SERVICES									
15.37.6111.000	SALARIES, REGULAR	296,001	302,971	318,490	311,375	161,880	321,704	331,355	
15.37.6112.000	Accrued Wages	0	0	1,977	0	0		552,555	
	4								
15.37.6113.000	SALARIES, OVERTIME	62,843	47,513	45,568	55,000	35,082	75,400	75,000	Christmas lights/freeze
15.37.6114.000	SALARIES, PRORATED	0	o	0	0	0			
15.37.6115.000	SALARIES, PART-TIME	0	0	0	o	0			
15.37.6141.000	FICA EXPENSE	26,492	25,373	26,203	28,430	14,116	35,740	29,675	
15.37.6142.000	HEALTH INSURANCE	36,493	34,819	35,411	38,400	16,865	35,280	38,400	
15.37.6143.000	WORKERS COMP	10,842	9,243	11,120	13,310	5,546	5,546	10,000	

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Mar-21 Y-T-D	2020-2021 REVISED		Notes	
715.37.6145.000	UNEMPLOYMENT INSURANCE	546	96	600	1,200	0		PROPOSED		
715.37.6146.000	RETIREMENT EXPENSE	37,710	44,138	28,085	34,980	17,246	1,200	1,500		
715.37.6147.000	VACATION LIABILITY	0	0	28,083	34,560		34,980	34,775		
TOTAL PERSONNEL SERV		470,927	464,153	467,454		0	500.050			
		470,327	404,133	407,434	482,695	250,735	509,850	520,705		
CONTRACTS & PROF.SVC	+ -		14						-	
15.37.6210.000	PROFESSIONAL SERVICE	69	0	0	0	0			-	
15.37.6211.000	LEGAL SERVICES	3,289	2,820	0	7,500	0	7,500	7,500	r.	
15.37.6213.000	SURVEYING	0	0	0	0	0	,,500	7,300		
15.37.6214.000	CONTRACT SERVICES	13,313	4,897	11,625	40,000	12,706	40,000	40,000		
15.37.6215.000	OTHER	185	620	23	1,500	440	1,500	1,500		
15.37.6218.000	ENGINEERING	52,480	112,548	23,468	40,000	7,047	40,000	40,000		
OTAL CONTRACTS&PRO	F.SVC	69,336	120,885	35,116	89,000	20,193	89,000	89,000		
		,	-10,000	55,220	03,000	20,133	83,000	65,000		
ONST. MATL./TOOLS/EQ	UIP			-					10	
15.37.6311.000	CONSTRUCTION MATERIALS	100,631	69,380	35,688	125,000	56,945	100,000	66,821		
15.37.6311.001	FISD STADIUM MATERIALS	0	0	0	0	0		,		
15.37.6311.002	PENVESCO PROJECT	3,574	0	0	0	0			1	
15.37.6311.004	COLLIN COLLEGE	0	0	0	0	0	5			
15.37.6311.005	SUBSTATION	0	0	0	0	0				
15.37.6311.006	ASTON ESTATES	0	0	0	0	0				
15.37.6312.000	TOOLS	16,516	14,307	10,043	15,000	3,301	10,000	15,000		
15.37.6312.001	COVID 19	0	0	0	0	0		·		
15.37.6313.000	RENTAL EQUIPMENT	3,544	2,249	21,035	5,000	10,367	20,600	10,000		
15.37.6314.000	TOOLS AND EQUIPMENT MAIN	12,609	5,510	1,931	5,000	o	2,500	5,000	-	
15.37.6316.000	INSURANCE	6,500	7,500	8,250	9,075	8,075	8,075	10,000		
15.37.6317.000	TRANSFERS	0	0	0	0	0	,,,,,	,		
15.37.6318.000	OTHER	907	150	0	2,500	0	1,500	2,500		
TOTAL CONST.MATL/TOC	OLS/EQUIP	144,281	99,096	76,947	161,575	78,688	142,675	109,321		
5										
MAINTENANCE										
15.37.6362.000	VEHC MAINT	5,330	9,998	6,354	7,500	1,976	7,500	7,500		
15.37.6363.000	OFFICE EQUIPMENT MAINT	2,987	2,804	2,660	2,280	389	3,660		datamax	
15.37.6366.000	TYLER TECH	4,804	1,022	774	8,503	0	1,500	813		
15.37.6366.001	COMPUTER SOFTWARE MAINT	2,969	2,657	652	9,659	252	9,659			
15.37.6367.000	INFO TECH	2,125	1,500	2,522	2,400	2,166	4,200	10,800		
OTAL MAINTENANCE		18,215	17,981	12,962	30,342	4,783	26,519	22,773		
ITILITIES		N								
15.37.6407.000	INTERNET	0	0	0	0	0				
15.37.6471.000	WATER	536	700	788	1,250	414	845	1,200		
15.37.6472.000	TELEPHONE	2,767	2,723	4,137	3,800	2,054	4,340	4,400		
15.37.6473.000	ELECTRIC	1,529	1,309	1,369	1,500	403	1,500	1,575		
715.37.6474.000	GAS	789	786	765	1,500	593	1,500	1,500	-	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
31E 37 CASE 000	LITHITY OUTSOURCENC BUT	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
715.37.6485.000	UTILITY OUTSOURCING BILL	5,389	5,117	5,305	5,700	2,426	5,700	5,700	ī.,
TOTAL UTILITIES		11,010	10,635	12,364	13,750	5,890	13,885	14,375	
SUPPLIES		1			-				
715.37.6551.000	FUEL	8,740	7,646	6,040	10,000	2.472	0.500	44.000	
715.37.6552.000	UNIFORM	7,527		14		3,172	8,500	10,000	į.
715.37.6555.000	ELECTRIC SUPPLY PURCHASE		8,202	7,771	7,500	1,723	7,500	7,500	t
	T COST	1,462,132	1,519,680	1,830,365	1,670,864	708,751	2,430,473		freeze/ercot
715.37.6555.001	V	309,935	489,798	480,578	448,427	199,403	448,427	440,000	
715.37.6591.000	OFFICE SUPPLIES	254	1,138	1,515	1,000	653	1,000	1,000	lement to a second
TOTAL SUPPLIES		1,788,589	2,026,464	2,326,268	2,137,791	913,701	2,895,900	2,161,974	
ERSONNEL RELATED ITEM	AS	-		8		F.			
715.37.6612.000	TRAVEL/SCHOOL/DUES	3,634	5,983	4,891	8,855	248	1,500	8,000	Ť.
715.37.6615.000	CREDIT CARD FEE	7,951	12,740	10,921	7,600	8,176	15,000	20,000	
715.37.6621,000	SPECIAL EVENTS	0	0:	900	0	0,170	22,000	20,000	1
715.37.6698.000	CHARGED OFF ACCOUNTS	-866	13,514	0	8,413	ŏ	8,413	8,000	
TOTAL PERSONNEL RELAT		10,719	32,237	16,712	24,868	8,424	24,913	36,000	
			,	_5 ,	,	2,	,520	,000	
DEBT SERVICE	_					254			
715.37.6720.000	INTEREST PAYMENT	5,771	1,229	0	0	0		17,076	
715.37.6791.000	DEBT SVC ISSUANCE COST	0	0	40,631	40,631	40,631	40,631	195,631	SERIES2021/ALTEC
715.37.6792.000	EDC 4A LOAN REPAYMENT	0	0	23,598	0	15,732	31,465	7,800	
TOTAL DEBT SERVICE		5,771	1,229	64,229	40,631	56,363	72,096	220,507	
CAPITAL EXPENDITURES			-	-		K			
715.37.6821.000	REAL PROPERTY	0	0	О	0	0			
715.37.6831.000	EQUIPMENT	0	0	o	7,500	0	7,500		
715.37.6831.001	AMI	850	9,994	0	0:	0	7,300		
715.37.6832.000	SURCHARGE	0	3,334	1,854	150,000	0	150,000 :	150,000	
715.37.6832.000	LED UPGRADE	3,157	15,979	15,446	130,000	15,861	130,000	230,000	4
715.37.6832.001	POLE STRAIGHTEN/CHANGE O	38,572	23,226	17,365	0	13,801			
715.37.6832.002	FUSED/SECTIONALIZING	17,691	4,992	1,014	0	495			
715.37.6832.003	OWS REPLACEMENT	6,397	4,795	4,198	0	4,455			
-	AMI SYSTEM	0,397	27,684	4,198	0	4,433			
715.37.6832.005		0		0	0	1,570			1
715.37.6832.006	RECONDUCTOR	-	2,436	39,877	15 7,500		157,500	150,000	
TOTAL CAPITAL EXPENDIT	UKES	66,667	89,106	37,077	137,300	22,381	137,300	130,000	
FRANSFERS					1				
715.37.6990.000	DEPRECIATION EXPENSE	77,489	78,144	108,422	0	0	1		
715.37.6991.000	TRANSFER OUT	939,206	939,206	939,206	939,206	469,603	939,206	939,206	
715.37.6992.000	EQUIPMENT TRSNFER	0	0	0	0	0			
715.37.6993.000	TRANSFER IN	0	0	0	0	0			
715.37.6998.000	CHARGED OFF ACCOUNTS	0	0	0	0	0			
TOTAL TRANSFERS		1,016,695	1,017,350	1,047,628	939,206	469,603	939,206	939,206	

	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Mar-21 Y-T-D	2020-2021 REVISED	2021-2022 PROPOSED	Notes	
TOTAL 37-ELECTRIC DEPT	3,602,210	3,879,136	4,099,557	4,077,358	1,830,761	4,871,544	4,263,861		
FUND TOTAL EXPENSES	3,674,968	3,939,998	4,164,932	4,154,363	1,864,340	4,940,938	4,398,735		
FUND TOTAL PROFIT (LOSS)	191,610	-100,599	-142,117	0	-29,470	195,574	0		
0			212,227		-23,410	133,374	U		
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	Cur	Refuse Fund Budget Information Current Budget 2020-2021			Proposed Budget 2021-2022	
Refuse Fund Revenue						
Penalties	\$	7,500	\$	5,730	\$	6,260
Residential Collection	\$	234,297	\$	243,372	\$	243,372
Commercial Collection	\$	182,691	\$	180,426	\$	180,426
Recycle	\$	79,436	\$	84,005	\$	84,005
Franchise Fee	\$	6,134	\$	7,344	\$	7,344
Total	\$	510,058	\$	520,877	\$	521,407
Refuse Fund Expenses						
Personnel Services						
Contracts & Prof. Svc	\$	397,232	\$	362,647	\$	408,581
Construction Material/Tools/Equip						
Maintenance						
Utilities						
Supplies						
Rent	\$	2,400	\$	2,400	\$	2,400
Personnel Related Items						
Transfers	\$	110,426		110426	\$	110,426
Capital Expenditures						
Total Refuse Department	\$	510,058	\$	475,473	\$	521,407
Revenues vs. Expenses	\$		\$	45,404	\$	

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
20-REFUSE FUND					2				
REVENUES						F-1	4		
720.00.5743.000	FEES	0	0	0	0	0			*
720.00.5744.000	PENALTIES	4,282	6,620	4,005	7,500	2,540	5,730	6,260	,
720.00.5745.000	AGREEMENTS AND CONTRACTS	0	0	0	0	0	5,100	0,200	
20.00.5751.000	RESIDENTIAL TRASH COLL	197,041	198,221	233,148	234,297	121,132	243,372	243,372	bid?
20.00.5752.000	COMMERCIAL TRASH COLLECT	181,326	182,412	183,204	182,691	89,642	180,426	180,426	
20.00.5755.000	RECYCLE	81,871	82,229	79,717	79,436	41,548	84,005	84,005	
20.00.5755.001	RECYCLE FRANCHISE FEE	6,297	6,405	6,961	6,134	3,633	7,344	7,344	
20.00.5762.000	INTEREST EARNED	0	0	O	0	0	.,	7	*
20.00.5767.000	OTHER REVENUE	0	0	0	0	0			+
20.00.5768.000	BRUSH AND CHIPPING AND P	0	0	0	0	0			
20.00.5770.000	ннw	0	0	0	0	0			
20.00.5995.000	TRANSFER IN RES	0	0	0	0	0			
OTAL 00-REVENUE		470,817	475,887	507,035	510,058	258,495	520,877	521,407	
				201,000	010,000	200,100	520,077	522,107	
ONTRACTS & PROF SVC.				1		(r)			
20.32.6211.000	LEGAL SERVICES	0	0	0	0	0			
20.32.6213.000	SURVEYING	0	0	o'	0	0			
20.32.6214.000	CONTRACT SERVICES	287,400	297,413	315,986	332,381	131,888	288,907	334,841	
20.32.6215.000	OTHER	0	0	· o	0	0			
20.32.6216.000	RECYCLE SERVICES	61,523	61,981	60,394	54,733	24,074	63,095	63,095	
20.32.6217.000	ннж	3,470	4,155	5,611	6,063	2,327	6,590	6,590	
20.32.6218.000	ENGINEERING	0	0	0	0	0		-,	
20.32.6219.000	ADM SUPPORT CHARGES	4,055	4,055	4,055	4,055	2,027	4,055	4,055	
20.32.6220.000	UTILITY BILLING	0	0	0	0	0	1,000	,,,,,,,,,	+
OTAL CONTRACTS & PRO		356,448	367,604	386,046	397,232	160,316	362,647	408,581	
		220,712	,	,-	,	,		,	
ONST. MATL./TOOLS/EQ	UIP	1 1			7	R			
20.32.6311.000	CONSTRUCTION MATERIALS	0	0	0	0	0			-
20.32.6312.000	TOOLS	0	0	0	0	0			
20.32.6313.000	RENTAL EQUIPMENT	0	0	0	0	0			
20.32.6314.000	TOOLS AND EQUIPMENT MAIN	0	0	0	0	o			
20.32.6316.000	INSURANCE	0	0	0	0	0			
20.32.6317.000	TRANSFERS	110,426	110,426	110,426	110,426	55,213	110,426	110,426	
20.32.6318.000	OTHER	0	0	0	0	0			
OTAL CONST.MATL/TO		110,426	110,426	110,426	110,426	55,213	110,426	110,426	
(S. 11)		,	,				, .=-	-	
MAINTENANCE		(e:							
20.32.6365.000	INFO TECH	0	0	0	0	0			
OTAL MAINTENANCE		0	0	0	0	0			
1									
JTILITIES	+					-			

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
720.32.6407.000	INTERNET	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
	•	0	0	0	0	0			
20.32.6471.000	WATER	0	0	0	٥	0			
20.32.6472.000	TELEPHONE	0	200	0	0	0			
20.32.6473.000	ELECTRIC	0	0	0	0	0			
20.32.6474.000	GAS	0	0	0	0	0	7		
20.32.6482.000	RENT	2,400	2,200	2,400	2,400	1,200	2,400	2,400	
OTAL UTILITIES		2,400	2,400	2,400	2,400	1,200	2,400	2,400	
ERSONNEL RELATED ITEM	ns .	-1	-7				*		
20.32.6612.000	TRAINING	0	o	0	0:	o			
20.32.6698.000	CHARGED OFF ACCOUNTS	3,551	995	0	0	0			
OTAL PERSONNEL RELAT		3,551	995	0	0	0			
APITAL EXPENDITURES						+			
20.32.6821.000	REAL PROPERTY	0	0	0	0,	0	7		
20.32.6831.000	EQUIPMENT	0	0	0	0	0			
OTAL CAPITAL EXPENDIT	·	0	0	0	0	0			
RANSFERS					-				
20.32.6993.000	TRANSFER IN	0	n	0	Q:	o			
OTAL TRANSFERS		0	0	0	0	0			
TOTAL 32-REFUSE DEPT		472,825	481,425	498,872	510,058	216,729	475,473	521,407	
FUND TOTAL PROFIT (LOS	5) ((2,008)	(5,538)	8,163	-	41,766	45,404	•	

I&S Fund	rent Budget 020-2021	R	evised Budget 2020-2021	P	Proposed Budget 2021-2022
AD VALOREM TAX	\$ 677,456	\$	677,456	\$	677,732
DELINQ. TAX, PEN. & INT.	\$ 40,000	\$	40,000	\$	40,000
INTEREST EARNED	\$ 8,500	\$	500	\$	200
Total I&S Revenue	\$ 725,956	\$	717,956	\$	717,932
I&S Expenses					
Interest Payments	\$ 208,931	\$	208,931	\$	192,735
Principal Payments	\$ 515,000	\$	515,000	\$	525,000
Agent Fees	\$ 750	\$	750	\$	750
Total I&S Expenses	\$ 724,681	\$	724,681	\$	718,485
Revenue vs. Expenses		\$	(6,725)	\$	(553)

		2017-2018	2018-2019	2019-2020	CURRENT	Mar-21	2020-2021	2021-2022	Notes
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	REVISED	PROPOSED	
500-INTEREST &SINKING	1			-		-			
REVENUES	+								
500.00.5711.000	AD VALOREM TAX	796,657	800,484	869,003	677,456	624,377	677,456	677 722	
500.00.5713.000	DELINQ. TAX, PEN. & INT.	13,802	48,258	28,803	40,000	18,321	40,000	677,732 40,000	
500.00.5754.000	BOND PROCEEDS	0	0	0	40,000	0	40,000	40,000	
500.00.5762.000	INTEREST INCOME	6,094	12,967	6,396	1-80			200	
500.00.5769.000	OTHER INCOME	0,034		0,390	8,500	405	500	200	
500.00.5991.000			0		0	0			
	TRANSFERS IN	0	0	0	0	0			
TOTAL 00-REVENUE		816,553	861,709	904,202	725,956	643,103	717,956	717,932	
500-INTEREST & SINKING									
EXPENSES		X				+			
71-DEBT SERVICE						7	2		
500.71.6723.000	INTEREST EXPENSE	245,881	235,056	222,456	208,931	107,991	208,931	192,735	İ
500.71.6791.000	DEBT SER.PRINCIPAL	470,000	470,000	495,000	515,000	515,000	515,000	525,000	
500.71.6792.000	PAYING AGENT FEES	2,500	2,100	000,224	750	0	750	750	
TOTAL DEBT SERVICE	TATING AGENT TEES	718,381							
TOTAL DEBT SERVICE		/18,361	707,156	717,456	724,681	622,991	724,681	718,485	
FUND TOTAL PROFIT (LOSS)	98,172	154,553	186,746	1,275	20,112	(6,725)	(553)	
2			•				(-//	(555)	
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					18	7			
Bond Series 2012 \$93,669						2			
Bond Series 2014 \$17,563					-				
Bond Series 2015 \$449,500			-			Λ.	15.		-
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CITY OF FARMERSVILLE

INFORMATION NEEDED FOR THE PUBLICATION OF THE NOTICE OF PUBLIC HEARING

The "Notice of Public Hearing" must be published at least five days prior to the hearing or meeting to vote.

Proposed Tax Rate:	M&O:	0.481	185	
	I&S:	0.247	470	
TOTAL T	TOTAL TAX RATE: 0.		955	
PUBLIC HEARING	WITH VOT	TE ON TAX	RATE:	
Date: 09/14/2021		Place:	City Hall Council Chambers	
Time: 6:00 p.m.		Address:	205 South Main	
			Farmersville,TX 75442	
OR				
DIIDI IC HEADING	With CED	ADATE M	FETING TO VOTE.	
PUBLIC HEARING				
Date:				
Time:		Address:		
	aring the date,	time, and pla	ex rate at the public hearing, the governing body sha se of the meeting at which it will vote on the propose	
announce at the public hear rate. Texas Property Tax	aring the date, Code, Section held <u>no late</u> l	time, and pla 26.06 (d)		tax tax
announce at the public hear rate. Texas Property Tax of Meeting to vote must be	aring the date, Code, Section held <u>no latel</u> E :	time, and pla 26.06 (d) <u>r than the s</u> e	ee of the meeting at which it will vote on the propose	tax tax
announce at the public hearate. Texas Property Tax of Meeting to vote must be MEETING TO VOTI	aring the date, Code, Section held <u>no late</u> l	time, and pla 26.06 (d) <u>r than the s</u> e	ee of the meeting at which it will vote on the propose	tax tax

VIII.	Requests to be Placed on Future Agendas

