

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA October 27, 2020, 7:30 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 and by telephone. Members of the public who wish to watch this meeting, and not speak or participate in the discussion, may watch the live broadcast by

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

SPEAKING DURING PUBLIC COMMENTS

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

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

- Dial-in Phone Number: (646) 769-9101
 Please note that if you dial a toll number, your carrier rates will apply.
- 2 You will be prompted to enter the Meeting ID.

The Meeting ID for this meeting is 642-998-09

3. Please listen closely to the directions and follow the directions to gain access to the Blizz meeting.

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.

➤ City Hall will be closed on Wednesday, November 11th in observance of Veteran's Day.

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.

III. 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.

IV. 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

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

VI. READING OF ORDINANCES

A. Consider, discuss and act upon the second reading of Ordinance #O-2020-1027-001 regarding the abandonment of the sweeping curve portion of County Road 611.

VII. REGULAR AGENDA

- A. Consider, discuss and act upon an interlocal agreement with Region 8 Education Service Center for purchasing of goods and services and accompanying resolution.
- B. Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.
- C. Consider, discuss and act upon an interlocal agreement with the City of Melissa regarding the purchasing of goods and services.
- D. Consider, discuss and act upon a contract for IT Services.
- E. Consider, discuss and act upon appointment of North East Texas Trail (NETT) liaison.
- F. Consider, discuss and act upon a fence contract for Collin/Farmersville Parkway.

- G. Discussion regarding grading and excavation permits and possible ordinance.
- H. Update on the Chaparral Trail and timeline of events.
- Update on the construction of County Road 699.

VIII. EXECUTIVE SESSION

Discussion of Matters Permitted by Texas Government Code Section 551.072, DELIBERATION REGARDING REAL PROPERTY:

- 1. Deliberation regarding the purchase of certain real property for the expansion of Collin Parkway that is identified as being approximately:
 - a) 0.054 acres out of the W.B. Williams Survey, Abstract No. A-952,
 City of Farmersville, Collin County, Texas.
- IX. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.072 OF THE TEXAS GOVERNMENT CODE
 - A. Consider, discuss and act upon purchasing approximately 0.054 acres out of the W.B. Williams Survey, Abstract No. A-952, City of Farmersville, Collin County, Texas, for the expansion of Collin Parkway.
- X. REQUESTS TO BE PLACED ON FUTURE AGENDAS
- XI. <u>ADJOURNMENT</u>

Dated this the 23rd day of October, 2020.

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 October 23, 2020 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, City Secretary



I. Preliminary Matters

October 2020

Saturday	S Farmersville Market 9:00 am	10	17	Early Voting 7-7	Scare on the Square (Cancelled)	Early Voting 7-7	31	
Friday	2	တ	16	Early Voting 8-5	23	Early Voting 7-7	30	Early Voting 7-7
Thursday	City Amenities Board Meeting 4:00 pm Parks & Recs Board Meeting 5:00 pm	Φ	15 FEDC (4A) Meeting 6:30 pm	Early Voting 8-5	22	Early Voting 7-7	29	Early Voting 7-7
Wednesday		2	41	Early Voting 8-5	21	Early Voting 7-7	28	Early Voting 7-7
Tuesday		Q	13 City Council Meeting 6:00 pm	Early Voting 8-5	20	Early Voting 7-7	27 City Council Meeting 7:30 pm	Early Voting 7-7
Monday		5	12 Main Street Meeting 4:00 pm	FCDC (4B) Meeting 6:00 pm	19 P&Z Meeting 7:30 pm	Early Voting 7-7	26	Early Voting 7-7
Sunday		4	1		18	Early Voting 1-6	25	Early Voting 1-6

November 2020

Saturday	7 Farmersville Market 9:00 am	Envision Farmersville Public Forum (Land Use, Thoroughfare, Hike & Bike Trail Maps) 9:00 am – 3:00	Envision Farmersville Public Forum Results (Land Use, Thoroughfare, Hike & Bike Trail Maps) 9:00 am – 3:00 pm	28	
Friday	ω	13	20	27 City Hall Closed - Thanksgiving	
Thursday	City Amenities Board Meeting 4:00 pm Parks & Recs Board Meeting 5:00 pm	12	19 FEDC (4A) Meeting 6:30 pm	26 City Hall Closed - Thanksgiving	
Wednesday	4	City Hall Closed - Veterans' Day	18	25	
Tuesday	3 Election Day 7-7	City Council Meeting 6:00 pm	17	24 City Council Meeting 6:00 pm (Cancelled)	
Monday	2	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	16 P&Z Meeting 6:00 pm	23	30
Sunday	~	∞	70	22	29

December 2020

Saturday	5 Farmersville Market 9:00 am	12	19	26	
Satı					
Friday	4		18	25 City Hall Closed - Christmas	
Thursday	City Amenities Board Meeting 4:00 pm Parks & Recs Board Meeting 5:00 pm	10	17 FEDC (4A) Meeting 6:30 pm	24 City Hall Closed - Christmas	31
Wednesday	2	တ	16	23	30
Tuesday	_	S City Council Meeting 6:00 pm	P&Z Meeting 6:30 pm (moved due to Christmas Holiday's)	City Council Meeting 6:00 pm (Cancelled)	29
Monday		2	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	21	28
Sunday		9	13	20	27

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	October 27, 2020
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



Agenda Section	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
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 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

IV. Consent Agenda

Agenda Section	Consent Agenda	
Section Number	IV.A	
Subject	City Council Minutes	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 27, 2020	
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 October 13, 2020, 6:00 P.M.

I. PRELIMINARY MATTERS

- Mayor Wiebold called the meeting to order at 6:00 p.m. Council members Mike Henry, Craig Overstreet, Dwain Mathers, Jim Hemby and Terry Williams were all present. City staff members Ben White, Sandra Green, Michael Sullivan, Kim Morris, Rick Ranspot, Charles Kirk and City Attorney Alan Lathrom were also present.
- Prayer was led by Mike Henry followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - > Due to Covid-19 Scare on the Square has been cancelled.
 - > Trick it Up Bike Ride will be held on October 24th.
 - ➤ The Planning & Zoning Commission meeting on October 19th will be held at 7:30 p.m. due to early voting.
 - ➤ The City Council meeting on October 27th will be held at 7:30 p.m. due to early voting.

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

No one came forward in person or via teleconference.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

 Donna Williams, who lives at 1985 State Highway 78 N, addressed Council and stated the time to spend the Covid-19 funding is getting short. She suggested that all the businesses receive money evenly. She indicated the money is just sitting in the city's account and the businesses need it.

IV. CONSENT AGENDA

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- A. City Council Minutes
- B. Board of Adjustments Minutes
- C. Fire Department Report
- D. Public Works Report
- E. City Manager's Report
 - Motion to approve made by Mike Henry
 - o 2nd to approve was Jim Hemby
 - o 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. Minutes
 - 2. Possible Council Liaison Report
 - Terry Williams stated they asked the city to hire a part time employee for the Senior Citizens Center. He said they are also working on creating bylaws.
- B. Farmersville Community Development Board (Type B)
 - 1. Financials
 - 2. Possible Council Liaison Report
 - Terry Williams said they reviewed the budget and looked over monthly payments. He indicated the board wanted more details on checks they are asked to approve and sign.
- 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
- 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 first reading of O-2020-1027-001 regarding the abandonment of the sweeping curve portion of County Road 611
 - Mayor Wiebold read the caption to the ordinance.
 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CLOSING THE SWEEPING CURVE PORTION OF COUNTY ROAD 611 (OLD MCKINNEY ROAD) THAT EXTENDS FROM THE NORTH-SOUTH SECTION OF COUNTY ROAD 611 AND TIES IN TO THE EAST-WEST SECTION OF COUNTY ROAD 611 ALLOWING TRAVELERS TO AVOID THE

THREE-WAY INTERSECTION OF COUNTY ROADS 610, 611 AND 612, WHICH RIGHT-OF-WAY CONTAINS APPROXIMATELY 1.894 ACRES OF LAND; PROVIDING FOR THE CONVEYANCE OF SAID CLOSED RIGHT-OF-WAY TO COLLIN COLLEGE SUBJECT TO CERTAIN RESERVATIONS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

- Craig Overstreet asked if there would be traffic control devices located on the curve.
- Ben White stated there would be. He said this was the first step into bringing the traffic to a T-intersection and conveying the land over to Collin College.
 - Motion to approve made by Mike Henry
 - o 2nd to approve was Terry Williams
 - All council members voted in favor

VII. REGULAR AGENDA

- A. Consider, discuss and act upon Resolution #R-2020-1013-001 approving a settlement agreement and any related agreements, including a first amendment to the regional water supply facilities amendatory contract by and between the City of Farmersville, Texas, the North Texas Municipal Water District, and all member cities in said district in full settlement of all pending petitions filed at the Public Utility Commission of Texas, PUCT Docket Nos. 46662, 47863 and 49043.
 - Ben White stated the agreements have been in the works for many years.
 He said staff recommended approving the agreements.
 - George Crump, City Council board liaison to the North Texas Municipal Water Board (NTMWD), stated the suit has been in progress since 2016.
 He said this will be the second change to the original document since 1952.
 - Craig Overstreet asked if all member cities had to approve the agreement.
 - George Crump indicated they did.
 - Craig Overstreet asked Ben White to elaborate on how much the city has spent on fees for the law suit.
 - Ben White stated he was not sure of the exact amount that the city had spent on legal fees for this suit. He did indicate that NTMWD has reimbursed some of the expenditures.

- Motion to approve the settlement agreement from the member cities and the NTMWD made by Craig Overstreet
- o 2nd to approve was Mike Henry
- o All council members voted in favor
- B. Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase Ben White stated the recommendation from DBI Engineers stated that everything was completed and inspected within the subdivision, but there was a condition listed on the letter from DBI that stated they had to pay parkland dedication fees.
 - Mayor Wiebold stated this item was pulled from the agenda due to needing an interlocal agreement before the Council approves and signs the contract.
- Consider, discuss and act upon Resolution #R-2020-1013-002 regarding the City of Farmersville becoming a Sister City with Holtzwihr, France.
 - Mayor Wiebold stated this Resolution came about because of the historical connection with the city of Holtzwihr, France.
 - Motion to approve made by Mike Henry
 - o 2nd to approve was Terry Williams
 - Dwain Mathers asked how much discussion the city has had with the city of Holtzwihr.
 - Ben White stated the Mayor has had many of the conversations with the city.
 - Mayor Wiebold stated that Henry Boynton, an author from Oklahoma, has
 connections with the City of Holtzwihr due to his travels and studies. He is
 friends with the father of the Deputy Mayor and they asked him to find a
 city and extend the offer of being a Sister City. He toured the Heritage
 Museum and decided to offer the Sister City designation to the City of
 Farmersville.
 - o All council members voted in favor
- D. Consider, discuss and act upon accepting donations from CBTx, Patriot Concrete, Brookshire's and Independent Bank for decorations.
 - Ben White stated there are several organizations who have said they want to donate money for Christmas decorations. He asked Alan Lathrom if it

- is okay to say the Council will accept those donations now for when they are submitted later.
- Alan Lathrom stated that once the money is accepted by the city it goes to the general fund and it would have to be stated it would be used for the specific purpose of holiday decorations.
- Ben White stated it does not have to be limited to just those amounts, someone can give more or less.
- Mayor Wiebold stated he brought up the idea of lighting up Farmersville
 Parkway to the CBTx Bank President and the bank President stated he
 wanted to donate for the decorations. They mayor explained he wants to
 start an event named Farmersville Lights. He thought because of
 everything getting cancelled due to Covid-19 this would be a way to
 celebrate.
- Donna Williams, who resides at 1985 State Highway 78 N, stated that she
 is concerned that spending over \$20,000.00 for decorations during a
 pandemic would send the wrong message.
 - o Terry Williams made a motion to accept the donations.
 - o 2nd to approve was Jim Hemby
- Dwain Mathers stated that he believes Donna Williams was correct about the perception it could give. He asked if the businesses could designate that it is for holiday decorations.
- Mayor Wiebold stated the city had to cancel all the events because of Covid. He said when he talked with private citizens they were excited about the idea. He indicated we would designate the money for the decorations down the Parkway explicitly. He believes we will draw people from other cities to come see the lights and he feels they will then go downtown and it will help the economy of the city.
- Craig Overstreet asked how much the city budgeted for lights.
- Ben White stated the city budgets around \$15,000.00 that was donated to the city from 4B and we contribute the labor for setting up the lights.
 - Mike Henry stated he wanted to add to Terry Williams's motion that the funds be donated explicitly for Christmas decorations and for Farmersville Parkway.
- Dwain Mathers stated he likes the idea, but he believes there will be a perception issue.
- Jim Hemby stated that if people want to donate the money for the decorations then the city should accept it and use it. He explained that the sponsors donating the funds will draw more business.

- Sterling Jessup, who stated he lives behind the High School, indicated volunteers like the Church of Jesus Christ of Latter Day Saints would help put up the lights.
- Sandra Green clarified with Terry Williams if he wanted to change his
 motion to include Mike Henry's statement that the funds be donated
 explicitly for Christmas decorations and for Farmersville Parkway.
 - Terry Williams stated he would amend his motion to include that information
 - Jim Hemby also agreed that his 2nd would be changed to the amended motion
 - All council members voted in favor
- E. Consider, discuss and act upon zoning of concrete batch plants and changing of zoning document.
 - Ben White stated that during the last Planning & Zoning meeting it was suggested that we change the HII High Impact Zoning Ordinance. He said that some of the uses in the definition of high impact did not show up in the prohibited uses of the zoning district. He suggested changing the title of the zoning district to something else and maybe removing the SUP from the concrete batch plant, asphalt batch plants and sand and gravel storage requirements under the Heavy Industrial zoning district. He made a recommendation to send the HII High Impact ordinance to Planning & Zoning to make changes that would make it a better and clearer.
 - Dwain Mathers stated he agrees with what we are doing, but he wants to make sure that it is a better fit for Farmersville.
 - Motion to move the ordinance back to the Planning & Zoning Commission to restructure the ordinance on changing the name from HII – high Impact to potentially Heavy Industrial 1 or 2 made by Mike Henry
 - o 2nd to approve was Terry Williams
 - Ben White asked Alan Lathrom if that would cover all the items he was recommending.
 - Alan Lathrom stated the Planning & Zoning Commission will want to look at HII – High Impact, HI – Heavy Industrial and LI – Light Industrial so that they all line up accordingly.
 - Motion modified by Mike Henry to include looking at the HI Heavy Industrial and LI – Light Industrial areas as well.
 - o Terry Williams 2nd the amended motion.
 - o All council members voted in favor

- F. Consider, discuss and act upon appointing a city architect.
 - Ben White stated the city is at a maturity level to have an architect on call
 to do architect related items. He indicated this would be beneficial when
 we do a plan for street scapes or sidewalk areas in our downtown. He said
 he is not talking about expending funds now, but he wants to move forward
 with and Request for Qualifications (RFQ) for architects. He said that after
 those get submitted he would bring them before City Council for selection.
 - Jim Hemby asked if the architect would be on retainer or they would get paid for the work done.
 - Ben White stated they would get paid per job.
 - Dwain Mathers asked how the process would work to hire an architect.
 - Ben White stated the city would ask for proposals and then those would be submitted to the Council for approval and acceptance.
 - Motion to move forward with RFQ's made by Terry Williams
 - o 2nd to approve was Jim Hemby
 - All council members voted in favor
- G. Update on the annexation of the newly acquired portion of the Chaparral Trail.
 - Ben White stated we are going forward with the requirements for the annexation of the trail.
 - Alan Lathrom stated we will need a description of the property by metes and bounds. He said we will have to file with Hunt County showing it was brought in to the city limits of Farmersville and we will have to hold two public hearings that will need to be posted in the newspaper.
 - Mike Henry asked if we had the description of the property.
 - Ben White indicated that we did not yet, but he is in the process of getting it done by a surveyor.
 - Mike Henry stated he was concerned about the timing because the grants have to be filed in February.
 - Ben White stated he wonders if the property has to be annexed before the grants could be applied for because the city already owns the property.
- H. Discussion on how the city is going to handle grants for the Chaparral Trail.
 - Ben White stated he retained the services of Charles Edwards with Resource Management & Consulting to assist with the grants. He has a working relationship with Eddy Daniel from DBI Engineering and they will work on the documentation for the grants. They are going to apply for four grants overall and each grant will be for \$250,000.00 with a \$50,000.00 match. He is hoping for a \$100,000.00 match next year. He said we will have to develop some sponsors to do the grants as well. The city can

sponsor one, but he is hoping 4B, the Chamber and Hunt County would be a sponsor for the other grants. The engineer has started developing the documentation for the grants and that would include the metes and bounds description. The grant total is \$1 million and he feels that since we are spreading the sponsorship we have a good chance of getting all the grants.

- Update on the status of the Historic Preservation Ordinance.
 - Ben White stated the Planning & Zoning Commission has established a
 Historic Preservation Ad Hoc Committee to review examples and create a
 Historic Preservation Ordinance that will work for Farmersville. He stated
 the ad hoc committee has not set up any meetings yet. The Planning &
 Zoning Chairman, Joe Helmberger, will be in attendance at the first
 meeting to give direction and then he will leave it to the committee. There
 are a few examples that the Main Street Manager, Kevin Casey, has
 pulled for them to review.
- J. Discussion regarding the hiring of IT Services.
 - Mayor Wiebold stated the Council received letters from Tony Linton indicated he would not pursue the contract for IT Services this year.
 - Ben White state that Tony Linton is going to be here until we find another IT service provider. He said at the next meeting staff will present options for a contract that Council could review and approve.
- K. Consider, discuss and act upon the resignation of John Klostermann from the North East Texas Trails Board.
 - Motion to accept the resignation made by Mike Henry
 - o 2nd to approve was Terry Williams
 - All council members voted in favor

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet asked for a discussion on excavation permits and possibly an excavation ordinance.
- Mike Henry wanted an update on the Chaparral Trail and timeline of events.
- Mayor Wiebold stated they needed to appoint someone to the NETT board.
- Craig Overstreet wanted IT Services to be on the next agenda.
- Mike Henry asked for the Enterprise lease agreement and an update on CR 699 construction.

IX.	ADJOURNMENT	
	Meeting was adjourned at 7:15 p.m.	
		APPROVE:
		Bryon Wiebold, Mayor
ATTE	EST:	
Sand	ra Green TRMC City Secretary	

IX.

V. Informational Items

Agenda Section	Informational Items	
Section Number	V.A	
Subject	City Amenities Board	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 27, 2020	
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	V.B
Subject	Farmersville Community Development Board (Type B)
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
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



FARMERSVILLE 4B COMMUNITY DEVELOPMENT CORPORATION (CDC)

Minutes – September 14, 2020 6:00 P.M. Farmersville City Hall 205 S. Main St. Farmersville, TX 75442

I. PRELIMINARY MATTERS

- A. Call to order: The Meeting of the Farmersville 4B meeting was called to order at 6:02 P.M. by Richard Holbrook, President.
- **B.** Roll Call: The Following board members were present: Richard Holbrook, Stephen Caspari, Tonya Mercer, Jesse Nelsen and Aaron Destefano. City staff members Kevin Casey was also present.

II. PUBLIC COMMENT

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider for approval August 2020 Meeting Minutes
 - o Motion to approve made by Stephen Caspari
 - o 2nd by Tonya Mercer
 - o All approved

B. Consider for approval August Financial Statements

- o Tonya Mercer made motion,
- o Seconded by Jesse Nelsen,
- o All approved

Consider for approval August Monthly Expenses

- o Aaron Destefano made motion,
- o Seconded by Stephen Casperi
- o All approved

C. Discussion on Board Training

 Stephen Casperi discusses cost free training for board members. Agrees to send each board member the link to complete signup. No action taken

IV. APPROVE ITEMS TO BE PLACED ON FUTURE AGENDAS (Board Members)

V. ADJOURNMENT — The meeting was adjourned at 6:34 P.M.

Signatures:

Richard Holbrook, President

Blake Mounger, Secretary/Treasurer

Agenda Section	Informational Items		
Section Number	V.C		
Subject	FEDC Farmersville Economic Development Board (Type A)		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	October 27, 2020		
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	V.D	
Subject	Main Street Board	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 27, 2020	
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 	



FARMERSVILLE TEXAS MAIN STREET BOARD

Minutes – August 10, 2020 4:01 P.M. Farmersville Texas City Hall 205 South Main Street, Farmersville, TX 75442

I. PRELIMINARY MATTERS

Call to order: The meeting of the Farmersville Main Street Board was called to order at 4:01 P.M. by Mrs. Doris Cooks, President.

Roll Call: The following board members were present: Doris Cooks, Jason Acevedo, Amber Bynum, Billie Goldstein, Tracey Wolf. Katherine Hershey and Clifford James Moss came late. Council Liaison Craig Overstreet and Audrey Rubadue was also in attendance.

Recognition of visitors President Cooks welcomed the visitors.

II. PUBLIC COMMENT

No one came forward in person or via teleconference to speak.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider for approval July 2020 Financial Statement

- Motion to approve the July 2020 Financial Statement made by Billie Goldstein
- 2nd to approve was Jason Acevedo
- All approved

B. Consider for approval items for payment

- Motion to approve items for payment made by Jason Acevedo
- · 2nd by Billie Goldstein
- All approved

C. Consider for approval the July 2020 Main Street Board minutes (Board Members)

- Billie Goldstein stated she wanted item H to state getting the trash cans re-powdered black coating not the benches.
- Motion to approve amended minutes made by Billie Goldstein
- 2nd by Jason Acevedo

All approved

D. Discuss status of Farmers and Fleas and Old Time Saturday -

- Doris Cooks stated Farmers and Fleas will go forward on October 3, 2020 in place of Old Time Saturday. She also suggested discussing Farmers and Fleas staying under Main Street Program or moving it to Chamber of Commerce.
- Billie Goldstein stated should wait until new Main Street Manager comes on board and consider making decision for next meeting.
- Jason Acevedo stated would it be more beneficial to have Chamber of Commerce take Farmers and Fleas and have new Main Street Manager keep up with all the other activities that fall under Main Street Program.
- · Billie Goldstein stated Farmers and Fleas is coming up and Scare On The Square
- Amber Bynum stated she would change her vote from no to yes to giving Chamber of Commerce Farmers and Fleas. Needs to be re-vamped, restructured, and given new life.
- Tracy Wolf stated Chamber of Commerce already has established relationship with owners downtown and could bring in more traffic.
- Donna Williams stated she is in favor with Chamber taking over Farmers and Fleas and have new Main Street Manager and board members reach out to the downtown business owners and district and have them do something like sidewalk sale or food trucks.

Motion to transfer Farmers and Fleas to the Chamber Of Commerce

- Motion to transfer Farmers and Fleas to the Chamber of Commerce made by Jason Acevedo
- · 2nd by Amber Bynum
- · All approved, except Clifford James Moss abstained

E. Review procedural process/issues

Item tabled to next meeting

F. Consider, discuss, possible action upon directional signage downtown -

- Billie Goldstein showed pictures of ideas for signs.
- Jason Acevedo stated he liked the idea shown
- Tracy Wolf stated will have to find out where TX Dot right-away is.
- Clifford James Moss stated might not have to get signed approved if the signs do not fall in TX Dot right away/road area.
- Jason Acevedo stated we should ask the local business owners what they might like to see on the signs.
- Amber Bynum stated her business could produce the signs.
- Clifford James Moss stated we could contact local business owners and see if they
 wanted to help pay to put up signs and we could place the business names on the sign
 going vertical.

G. Consider, discuss, designs for benches, trash cans, and fixing existing trash cans for downtown

- Billie Goldstein stated to purchase new trash cans price was \$970 apiece. To sandblast the cans \$650 apiece and reinstall re-powdered \$725 per can. Just to paint trash cans price \$320 per trash can might only last 1 to 2 years.
- Jason Acevedo asked how many trash cans do we have.
- Billie Goldstein stated 13.
- Jason Acevedo stated he would contact Princeton and see if we could get bulk discount at \$300 a trash can.
- Clifford James Moss suggested using plastic trash cans like what they use at Race Trac
 and could do signs on them.
- · Amber Bynum suggested removing the date from the bench
- Katherine Hershey stated Main Street 20th year and removing program or removing Farmersville from the bench
- Clifford James Moss stated either use the historic Farmersville or go forward with etching that currently have
- Billie Goldstein stated \$750 a bench if 6 ordered at a time.
- · Clifford James Moss stated putting two benches on each side of the street
- Doris Cooks stated move forward with benches as they are pictured.
- Jason Acevedo stated move forward at \$750 for 6 benches.
- Billie Goldstein stated she will have Brandon Adams move forward with 6 benches and see if we can get a discount if we include trash cans

Motion to move forward with 6 etched benches

- Motion to move forward made by Katherine Hershey
- 2nd by Jason Acevedo
- All approved

H. Consider, discuss budget development

Item skipped

I. Consider, discuss Scare On The Square

Donna Williams stated in the past the business owner were the ones who organized everything and found vendors.

- Lisa Eastman stated if vendors were Chamber of Commerce members they were not charged if they were not a member there was a fee. In the past volunteers were needed to judge costume contest etc.
- Doris Cooks asked who would volunteer to get in contact with Donna Williams and Lisa Eastman to discuss Scare On The Square.
- Amber Bynum stated she would

J. Review Work Plan

 Doris Cooks went over the work plan; she spoke about the Main Street 4 point approach. Organization -- Building Community and Organizational Partnership - Use social media, print ads, and recognition of volunteers to strengthen partnerships. Have board members, volunteers, and local business owners do training and quarterly workshops to educate on Main Street Program and annual goals. Create Vibrant Venues for all to enjoy - Adding way finder signage to locate businesses and places of interest. Provide grant information and design services thru THC (Texas Historic Commission) and coordinate with THC to provide rendering of green spaces, courtyards, and vacant spaces that enhance downtown business district. Move forward with developing calendar of events with downtown merchants. Create a Cultural Art District and family friendly atmosphere - Coordinate and implement annual Family Health Fair. Work with local ISD to showcase student art in downtown area and establish art tours throughout the year. Strengthen downtown existing business assets - Continue to coordinate economic strategy and marketing workshops for merchants and board members. Need to maintain texdowntown.org website with current business development.

- Billie Goldstein stated need to get the new members involved with taking over the list of business owners 11 per member and make contact introducing themselves and get the list of who they are responsible for.
- Jason Acevedo asked if a review is done yearly to list what was accomplished per year.
- Doris Cooks stated that is why we discuss the work plan at every meeting so we know where we stand in the work plan and decide is we need to add something or remove and item.
- Billie Goldstein suggested having board members pick one of the four goals;
 Organization, Design, Promotion, and Economic Restructuring and come back with collaborative ideas from each group/subcommittee

Motion was made to request 4B for additional funding

- Motion to request additional funding from 4B for 14 additional benches and 6 additional trash cans made by Jason Acevedo,
- · 2nd by Billie Goldstein
- All approved

K. City Managers Report - tabled

IV. ITEMS TO BE PLACED ON FUTURE AGENDAS (Board Members)

Virtual Training with Debra Drescher

V. ADJOURNMENT - The meeting was adjourned at 5:52 P.M.

SIGNATURES:

Doris M. Cooks.

low M. Cake

President

Clifford James Moss

Secretary

Aganda Castian	Informational Homes			
Agenda Section	Informational Items			
Section Number	V.E			
Subject	Parks & Recreation Board			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
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	V.F			
Subject	Planning & Zoning Commission			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
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	V.G			
Subject	TIRZ Board			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
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 			

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances			
Section Number	VI.A			
Subject	Consider, discuss and act upon the second reading of Ordinance #O-2020-1027-001 regarding the abandonment of the sweeping curve portion of County Road 611.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
Attachment(s)	O-2020-1027-001			
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 #2020-1027-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CLOSING THE SWEEPING CURVE PORTION OF COUNTY ROAD 611 (OLD MCKINNEY ROAD) THAT EXTENDS FROM THE NORTH-SOUTH SECTION OF COUNTY ROAD 611 AND TIES IN TO THE EAST-WEST SECTION OF COUNTY ROAD 611 ALLOWING TRAVELERS TO AVOID THE THREE-WAY INTERSECTION OF COUNTY ROADS 610, 611 AND 612, WHICH RIGHT-OF-WAY CONTAINS APPROXIMATELY 0.8 ACRES OF LAND; PROVIDING FOR THE CONVEYANCE OF SAID CLOSED RIGHT-OF-WAY TO COLLIN COLLEGE SUBJECT TO CERTAIN RESERVATIONS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A general law municipality; and

WHEREAS, a general law municipality has exclusive control over the highways, streets and alleys of the municipality, Texas Transportation Code § 311.002; and

WHEREAS, a general law municipality has the authority to vacate, abandon or close a street or alley pursuant to Texas Transportation Code § 311.008; and

WHEREAS, Collin College as the owner of the property immediately adjacent to and abutting the southern boundary of the sweeping curve portion of County Road 611 (Old McKinney Road) that extends from the north-south section of County Road 611 and ties in to the east-west section of County Road 611 (Farmersville Parkway) (the "Sweeping Curve Section") allowing travelers to avoid the three-way intersection of County Roads 610, 611 and 612, containing a total of approximately 0.8 acres, in the City of Farmersville, Collin County, Texas, as depicted in Exhibit "A" and more particularly described in Exhibit "B", attached hereto and incorporated herein for all purposes allowed by law ("Right-of-Way"), has petitioned the City of Farmersville to vacate, abandon, and close said Right-of-Way pursuant to Section 142-80 of the Code of Ordinances, City of McKinney, Texas ("McKinney Code") to improve upon their operations, safety and security in, on and about the Right-of-Way; and

WHEREAS, the City owns the property immediately adjacent to and abutting the northern boundary of the Sweeping Curve Section: and

WHEREAS, the City and Collin College entered into that certain Development Agreement effective as of February 8, 2011, (the "Development Agreement") in which the City agreed to design and construct Farmersville Parkway Phase II to eliminate the Sweeping Curve Section; and

WHEREAS, the Development Agreement provides that the Sweeping Curve Section does not comply with today's standards and poses a potential traffic hazard for increased traffic volumes on the roadway in the future; and

WHEREAS, the City and Collin College also agreed in the Development Agreement that upon the request of the City, Collin College would dedicate one-half of the right-of-way needed for Farmersville Parkway directly adjacent to the Collin College property to the City, and in exchange therefore, the City would remove the Sweeping Curve Section and convey any interest the City possesses in the Sweeping Curve Section to Collin College; and

WHEREAS, the City further agreed in the Development Agreement to convey title in the land extending northwest from the Sweeping Curve Section the right-of-way for the "T" intersection of Farmersville Parkway to Collin College; and

WHEREAS, the City Council as the owner of property adjacent to and abutting the Sweeping Curve Section agrees with Collin College and determines and finds that the Sweeping Curve Section is not needed for travel by the general public, and that the vacation, abandonment, and closure of the Sweeping Curve Section in exchange for the dedication by Collin College to the City of one-half (1/2) of the right-of-way needed for the widening of Farmersville Parkway directly adjacent to and running along the northern boundary of the Collin College property from a two-lane roadway to a four-lane divided concrete thoroughfare is in the best interest of the City, and that the Sweeping Curve Section of right-of-way should be vacated, abandoned, and closed.

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

<u>SECTION 1.</u> FINDINGS INCORPORATED

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

SECTION 2. SWEEPING CURVE IS CLOSED

The Sweeping Curve Section of right-of-way, which is depicted in Exhibit A and more fully described in Exhibit B, attached hereto, is hereby closed for public travel.

<u>SECTION 3.</u> CITY MANAGER TO ERECT TRAFFIC CONTROL DEVICES

The City Manager is hereby directed to erect any signs, barricades and other traffic control devices as may be needed to close off the Sweeping Curve Section of right-of-way and direct traffic away from the right-of-way closed by this Ordinance.

SECTION 4. RIGHT-OF-WAY CONVEYED TO COLLIN COLLEGE

The City Council hereby agrees to the conveyance and sale of the Sweeping Curve Section of right-of-way to Collin College in exchange for the dedication by Collin College to the City of one-half (1/2) of the right-of-way needed for the widening of Farmersville Parkway directly adjacent to and running along the northern boundary of the Collin College property from a two-lane roadway to a four-lane divided concrete thoroughfare at no cost to City.

SECTION 5. AUTHORIZATION FOR MAYOR TO SIGN CONVEYANCE DOCUMENTS

The City Council hereby directs and authorizes the Mayor to sign a deed without warranty or a quitclaim deed conveying the City's interest in and to the Sweeping Curve Section of right-of-way to Collin College. The City Council further directs and authorizes the Mayor to sign a deed without warranty or a quitclaim deed conveying the City's interest in and to that certain 1.063 acre tract of triangular shaped land situated between the north side of the Sweeping Curve Section of right-of-way along its southern boundary and County Road 611 along both its western and northern boundaries to Collin College in satisfaction of the City's land exchange with Collin College for Collin College's dedication of the southern one-half of Farmersville Parkway Phase II to the City pursuant to the Development Agreement.

SECTION 6. PUBLICATION AND NOTICE

The City Secretary is hereby directed to publish and provide such notice to Collin County, Texas, and the providers of emergency services in and about the City as may be required to inform them of the closure of the Sweeping Curve Section of County Road 611.

SECTION 7: EFFECTIVE DATE

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

PASSED on first reading on the 13th day of October, 2020, and second reading on the 27th day of October, 2020 at properly scheduled meetings 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.

CITY OF FARMERSVILLE, TEXAS
BRYON WIEBOLD Mayor

ATTEST:	
SANDRA GREEN City Secretary	
APPROVED AS TO FORM:	
ALAN D. LATHROM City Attorney	<u>=</u>

EXHIBIT "A"

Depiction of Sweeping Curve Section

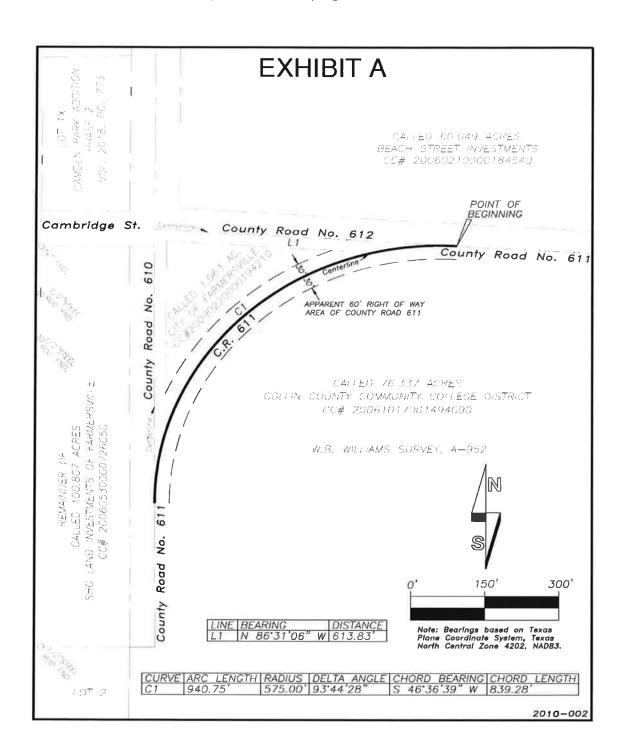


EXHIBIT "B"

Description of Sweeping Curve Section

EXHIBIT B

STATE OF TEXAS COUNTY OF COLLIN

BEING situated in the City of Farmersville, Collin County, Texas, out of the W.B. Williams Survey, A-952, and being a portion of the apparent 60 foot wide right of way of County Road No. 611, and centerline of said portion of County Road No. 611 being described as follows:

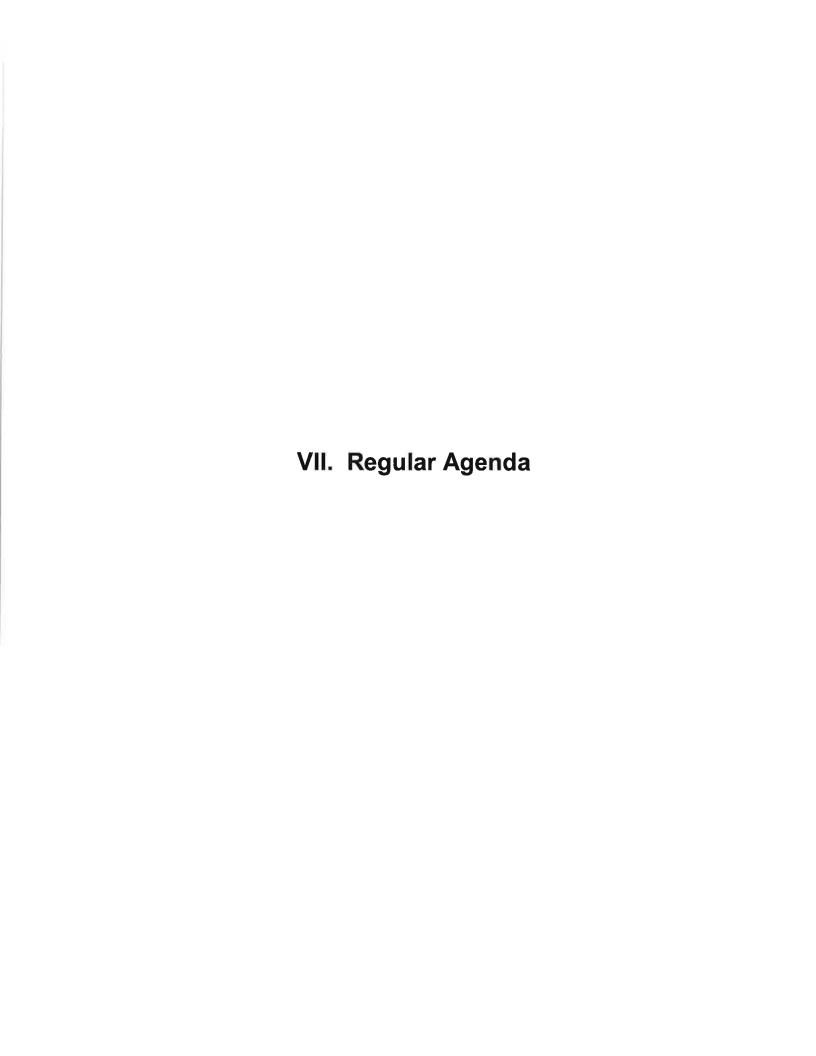
BEGINNING at a pk nail set at the centerline intersection of County Road No. 611 with County Road No. 612, from which the centerline intersection of County Road No. 610 with County Road No. 612 bears North 86 degrees 31 minutes 06 seconds West, 613.83 feet for witness;

THENCE Southwesterly, 940.75 feet along center of said County Road No. 611 and a curve to the left having a radius of 575.00 feet and a central angle of 93 degrees 44 minutes 28 seconds (Chord bears South 46 degrees 36 minutes 39 seconds West, 839.28 feet) to a pk nail set at POINT OF TERMINATION.



Matthew Busby R.P.L.S. No. 5751 October 19, 2020

2010-002



Agenda Section	Regular Agenda			
Section Number	VII.A			
Subject	Consider, discuss and act upon an interlocal agreement with Region 8 Education Service Center for purchasing of goods and services and accompanying resolution.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
Attachment(s)	1. ILA 2. Resolution			
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 			

Texas Authority

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies.

TIPS BOARD RESOLUTION

STATE OF TEXAS

FOR: THE REGION VIII EDUCATION SERVICE CENTER

WHER	EAS, the Board of Directors o	_f the City Council	Farmersville	Texas,
	,	(Named Public Agency)	(City)	
pursuan	t to the authority granted by T	ex. Gov't Code § 791.001, 6	et seq, desires to participate in the	ie
TIPS Pu	urchasing Cooperative offered	by Region VIII Education Se	ervice Center, and in the	
Opinion	that participating in this prog	ram will be highly beneficial	to the taxpayers through the and	icipated
savings	to be realized.			
Therefo	re, be it RESOLVED that the	City Council (Named Public Agency)	requests a stated need for	
participa	ation in The Interlocal Purchas	sing System (TIPS) whereby	Bryon Wiebold	
			(Name of Authorized Person)
	Ale e		requests and documents in com	nection
therewit	th for and on behalf of The	City of Farmersvi		
		(Named Publ	lic Agency)	
I certify	that the foregoing is a true and	d correct original Resolution	duly adopted by the	
City	of Farmersville	and is filed o	on record at the TIPS office.	
	(Named Public Agency)	und is inter	on record at the TH 5 office.	
In witne	ess thereof, I have set my hand	and signature this 27th day	of October	20_20
By:	(Authorized Signature)			
	Bryon Wiebold			
	(Printed Authorized Name)			
	Mayor			
	(Title)			

This legal document will remain current on file until either party severs the agreement.

AN INTERLOCAL AGREEMENT

Between Region 8 Education Service Center and a TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT

(School, College, University, State, City, County, or Other Political Subdivision)

	_
TEXAS PUBLIC ENTITY NAME	Control Number (TIPS will Assign) Schools enter County-District Number
Region 8 Education Service Center Pittsburg, Texas	225 - 950 County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 et seq as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered Region 8 ESC TIPS Interlocal Agreement for Texas Members

Revised 2-27-2017 - RP Page 2 of 3

into an Agreement to provide cooperative purchasing opportunities to public agencies. This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

ember Entity:	Purchasing Cooperative Lead Agency:		
	Region 8 Education Service Center		
Entity or District Name	— Des		
By:Authorized Signature	By:Authorized Signature		
Authorized Signature	Dr. David Fitts Title: Executive Director Region 8 ESC		
Print Name:			
Title:			
Date	Date		
Public Entity Contact Information			
Primary Purchasing Person Name	Fax Number		
Street Address	Primary Person Email Address		
City, State Zip	Secondary Person Name		
Telephone Number	Secondary Person Email Address		

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

Agenda Section	Regular Agenda			
Section Number	VII.B			
Subject	Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
Attachment(s)	1. Fleet Synopsis 2. Contracts			
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 			



AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth or	n the attached Schedu	le 1 (hereinaft	er each an "Enterprise Entity"
and collectively the "Enterprise Entities") and Enterprise Fleet Management	ent, Inc. (hereinafter re	eferred to as "E	FM") (the "Enterprise
Entities" and "EFM" shall collectively be referred to as "Enterprise") on t	the one hand and city of	f Farmersville	
(hereinafter referred to as "CUSTOMER"), on the other hand on this	day of October	2020	(hereinafter referred to as
the "Execution Date").	•		•

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. <u>Additional Documentation</u>: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. <u>Service Fee</u>: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\frac{395}{295} \quad \text{or the maximum permitted by law ("Service Fee").
- 4. <u>Sales Process</u>: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

- (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
- (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

- 6. <u>Indemnification and Hold Harmless</u>: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
- 7. <u>Risk of Loss</u>: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. <u>Odometer</u>: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. <u>Compliance with Laws</u>: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
- 19. <u>Independent Contractor</u>: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
- 20. <u>Unsold Vehicles</u>: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	•
Signature:		Signature:	
Printed Name:	Phil Bevel	Printed Name:	Bryon Wiebold
Title:	Finance Director	Title:	Mayor
Date Signed:	, , , , , , , , , , , , , , , , , , ,	Date Signed:	

Schedule 1

Enterprise Leasing Company of STL, LLC Enterprise Leasing Company of Georgia, LLC Enterprise Leasing Company of Florida, LLC **Enterprise Leasing Company of KS LLC** EAN Holdings, LLC Enterprise Leasing Company of Orlando, LLC Enterprise Leasing Company of Indianapolis, LLC Enterprise Rent-A-Car Company of Boston, LLC Enterprise Leasing Company of Denver, LLC Enterprise Leasing Company of Chicago, LLC Enterprise RAC Company of Maryland, LLC Enterprise Leasing Company of Philadelphia, LLC Enterprise RAC Company of Baltimore, LLC Enterprise Leasing Company of Minnesota, LLC Enterprise Leasing Company of Detroit, LLC Enterprise Leasing Co of Norfolk/ Richmond, LLC Enterprise Rent-A-Car Co of San Francisco, LLC ELRAC, LLC SNORAC, LLC

Enterprise Rent-A-Car Company of Los Angeles, LLC Enterprise RAC Company of Cincinnati, LLC CLERAC, LLC Enterprise Rent-A-Car Company of Pittsburgh, LLC Enterprise Rent-A-Car Company of Wisconsin, LLC Enterprise Rent-A-Car Company of UT, LLC CAMRAC, LLC Enterprise Rent-A-Car Company of Rhode Island, LLC Enterprise Leasing Company of Phoenix, LLC Enterprise Leasing Company- Southeast, LLC Enterprise Leasing Company- West, LLC Enterprise Leasing Company- South Central, LLC PENRAC, LLC Enterprise Rent-A-Car Company of KY, LLC Enterprise Rent-A-Car Company - Midwest, LLC Enterprise RAC Company of Montana/Wyoming, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE:	City of Farmersville	LESSO	SOR: Enterprise FM Trust
		Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:			
		Signat	nature:
Ву:			
Title:		By:	-
inie.		Title:	
Address:			
		Addres	ress:
			,
Date Signed			3
		Date S	Signed:,



MAINTENANCE AGREEMENT

	October 2020	
This Maintenance Agreement (this "Agreement") is made and entered into this corporation ("EFM"), and City of Farmersville	day of ("Lessee").	by Enterprise Fleet Management, Inc., a Missouri
MITHEOL	ETU	
WITNESS		
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the supplemented or restated, the "Lease"). All capitalized terms used and not otherwise them in the Lease.	same may from time to t	ilme de amended, modilled, extended, renewed,
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s		ant to the Lease to the extent Section 4 of the
3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered continue until the last day of the "Term" (as defined in the Lease) for such Covered Vishall each have the right to terminate this Agreement effective as of the last day of an less than sixty (60) days prior written notice to the other party. The termination of this any rights or obligations under this Agreement which shall have previously accrued o such rights and obligations shall continue to be governed by the terms of this Agreement	ehicle unless earlier tern ny calendar month with n is Agreement with respec r shall thereafter arise w	ninated as set forth below. Each of EFM and Lessee espect to any or all of the Covered Vehicles upon not ct to any or all of the Covered Vehicles shall not affect
4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the appl Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and exper Vehicle. This Agreement does not cover, and Lessee will remain responsible for and preplacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of an only of the Covered Vehicles themselves and any factory-installed components and d (including, without limitation, step vans) or other equipment (including, without limit body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God (including, without limitation, driving over curbs, overloading, racing or other compet Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjus to have a Covered Vehicle serviced, Lessee agrees to have the necessary work perform acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Less EFM's instructions as to where such service shall be made and the extent of service to Vehicle, accompanied by a copy of the service shall be made and the extent of services for any unauthorized charges or those exceeding \$50.00 for one service on any Covel EFM will not have any responsibility to pay for any services in excess of the services Notwithstanding any other provision of this Agreement to the contrary, (a) all service the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle mu service not so authorized will be the responsibility of and be paid for by Lessee and (after 100,000 miles.	nses incurred in connect pay for, (a) fuel, (b) oil are between scheduled sery after-market componer oes not cover maintenant ation, lift gates and PTO e, (g) any service and/ord, an object striking the Cition) or Lessee's failure e services, (j) the cost of the thick of the cost o	ion with the maintenance or repair of a Covered and other fluids between changes, (c) tire repair and vices (including, without limitation, failure to maintain ints (this Agreement covers maintenance and repair ince or repair of chassis alterations, add-on bodies controls) which is installed or modified by a dealer, a damage resulting from, related to or arising out of an Covered Vehicle, improper use of the Covered Vehicle to maintain the Covered Vehicle as required by the floaner or rental vehicles or (k) if the Covered Vehicle (iii) front axle alignment. Whenever it is necessary aler of such Covered Vehicle or by a service facility lobtain EFM's authorization for such service and agrees to furnish an invoice for all service to a Covered p or service order). EFM will not be obligated to pay the has complied with the above terms and conditions, anufacturer, unless otherwise agreed to by EFM. Fundred twenty (120) days prior to the last day of have the prior consent and approval of EFM and any
5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the accresponsibility of EFM under the terms of this Agreement). EFM reserves the right to EFM Card remains the property of EFM and EFM may revoke Lessee's right to posses upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is	to be liable to EFM for, a bunt of Lessee with the l change the terms and co s or use the EFM Card a	and upon receipt of a monthly or other statement EFM Card (other than any charges which are the onditions for the use of the EFM Card at any time. The
6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on to of each month. If the first day of the Term for a Covered Vehicle is other than the first for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the monthly maintenance fee or other amount owed by Lessee to EFM under this Agreem interest, payable upon demand of EFM, from the date due until paid in full at a rate pe the highest rate allowed by applicable law. The monthly maintenance fee set forth on the latter of the payable upon demand of EFM, and the monthly maintenance fee set forth on the latter of the payable upon demand of EFM.	t day of a calendar mont e Delivery Date precedes nent which is not paid wi er annum equal to the les	h, Lessee will pay EFM, on the first day of the Term the first monthly maintenance fee payment date. Any ithin twenty (20) days after its due date will accrue sser of (i) Eighteen Percent (18%) per annum or (ii)
Initials: EFM Customer		

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.
- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Farmersville	EFM:	Enterprise Fleet Management, Inc.
Signature	Bryon Wiebold	Signature:	Phil Bevel
By: Title:	Mayor	By: Title:	Finance Director
Address:	205 S. Main St.	Address:	1420 W. Mockingbird Ln. #640
	Farmersville, TX 75442		Dallas, TX 75247
Attention:		Attention:	
Fax #:		Fax #:	
Date Signed	i:	Date Signe	d:

Customer_

Initials: EFM__



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of ______ by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

	nitials:	EFM	Customer
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- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials:	EFM	Customer

- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability

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enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

- 12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor or all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement wit

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the

Initials: E	FM-	Customer
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Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

	City of Farmersville	LESSOR:	Enterprise FM Trust
LESSEE:		Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature	
Ву:	Bryon Wiebold	Ву	Phil Bevel
Title:	Mayor	Title:	Finance Director
Address:	205 S. Main St.	Address	1420 W. Mockingbird Ln. #640
	Farmersville, TX 75442	, (041000)	Dallas, TX 75247
Date Signed	12	Date Sign	ed:,

Customer_

Initials: EFM__

Fleet Analysis for City of Farmersville (Staff Recommendation)

\$136,015	EST. TOTAL 10-YEAR SAVINGS	EST. TOTAL 10									
(9,014)	282,263	-57,998	77,211	29,529	233,522		28		000	28	2029
(26,456)	299,705	-56,444	77,211	45,417	233,522		28	0	6	28	2028
(39,331)	312,580	-22,069	77,211	23,917	233,522		28	0	ω	28	2027
(17,611)	290,860	-80,968	77,211	61,096	233,522		28	0	10	28	2026
(11,718)	284,967	-70,716	77,211	44,951	233,522		28	0	co	28	2025
(7,589)	280,838	-56,049	81,568	41,133	214,186		<mark>25</mark>	ω	6	28	2024
22,756	250,493	-72,573	81,568	27,312	214,186		25	ယ	7	28	2023
26,272	246,977	-58,822	84,127	34,317	187,356		22	6	ယ	28	2022
74,310	198,939	-98,030	88,056	51,051	157,862		19	9	7	28	2021
124,396	148,853	-82,100	98,015	38,450	94,488		12	16	12	28	2020
0	273,249		126,073	42,190		104,986	0	28	3.3	28	Current
Net Cash Difference***	Fleet Budget	Equity**	Est. Maintenance & Fuel	Aftermarket Up- Front Cost + Additional Insurance Expense	Market Value Finance*	Purchase	Leased	Owned	Annual Needs	Fleet Size	Fiscal Year Start
Annual			ř	Fleet Cost					Fleet Mix		
\$58	Est. New Vehicle Maint	Est. New V	57%	le Time	Percentage of Idle Time	Pe	15		Current Fuel Economy	t Fuel E	Curren
17	Est. New Vehicle Fuel Economy	Est. New Vehic	\$2.10	<u>0</u>	Cost of Fuel		\$173	69	Maint.	Est. Current Maint.	Est.
4.1	Proposed Cycle	Propos	11,548	š	Annual Miles		00		/cle	Current Cycle	S.
28	Proposed Fleet	Propos	0.00%		Fleet Growth	100	074		CCL	Out out 1 lock	2

MVF Rates are conservative estimates. Numbers are based on feedback from vehicle specs needed and aftermarket equipment required.

^{**}Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

^{***}Net Cash Difference is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity







Current Clients - Cities in North & East Texas





458

Terrel AMERICA











Key Points





Locally

Over 100 Government

clients in the State of

Texas

Over 7,500 vehicles

under management













BALCH SPRINGS

THE CITY OF

GROWING COMMUNITY





- Clients Over 1,000 Government
- Over 73,000 vehicle under management









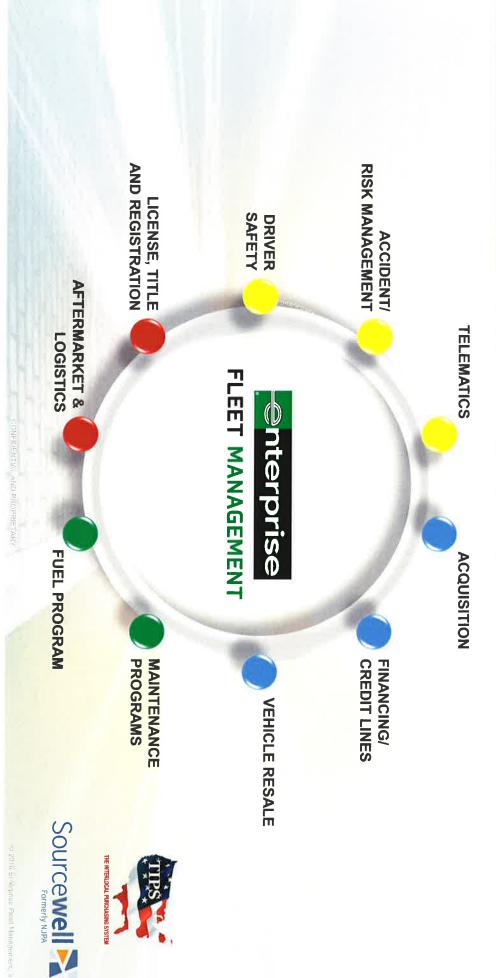


City of Alvarado

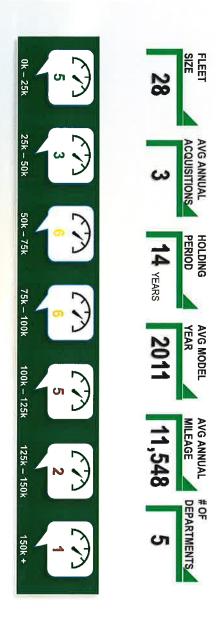


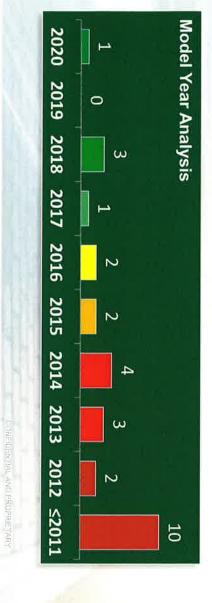
DELIVERING SOLUTIONS. DRIVING RESULTS.



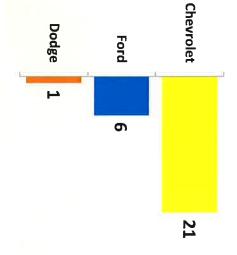


Current Fleet – City Of Farmersville





Manufacturers



Vehicle Classes



1 Ton Pickup1/2 Ton Pickup

Fullsize Sedan

- 3/4 Ton Pickup
- Fullsize Passenger Van
- Fullsize SUV

TOTAL COST OF OWNERSHIP CONCEPT

TOTAL COST OF BUY & HOLD FOR A 1/2 TON PICKUP

MAINTENANCE & REPAIRS DEPRECIATION \$17,350 26% \$19,325 29% FUEL \$29,472 45%



TOTAL COST OF BUY & HOLD FOR A 1/2 TON PICKUP \$66,147



Assumes 10 year holding period at 15,000 miles per year

Total annumt is determined without consideration for Income Tax, time value of money (present value) concepts or initiation. Assumes a holding period of 10 years at 15,000 miles per year.

2016 Enterprise Fleet Management

ARMERSVILLE'S CURRENT BUYING POWER

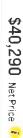






CHEVROLET

2019 ALL NEW SILVERADO 2WD Crew Cab, Short Bed LT





864E - Full Size, 1/2 Ton Crew Cab Pickup, SRW, 6-Passenger, Short Bed with opts 125, 133, and 805

Commodity Code 07202068640

864E - Full Size, 1/2 Ton Crew Cab Pickup, SRW, 6-Passenger, Short Bed with opts 125, 133, and 805

Contract 070-A1
Supplier Part Number 07202068641
Manufacturer Part # CC10543
Make Chevrolet

Price **\$26,175.00**

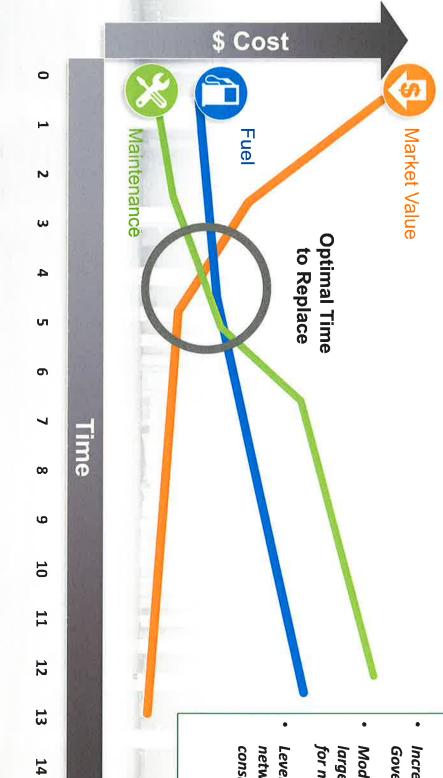
Model Silverado 1500

EACH MON

MANHEIM AUCTION RESULTS

2018 Chevy Silverado 1500 Crew Cab	2017 Chevy Silverado 1500 Crew Cab	VEHICLE
Crew Cab	Crew Cab	
12,953	46,852	Avg Odometer
\$30,281	\$26,169	Avg Sale Price
-\$4,106	\$6	Capital Outlay

EFFECTIVE VEHICLE LIFECYCLE



Keys to Sustainability for Farmersville

- Incredible buying power as Government entity
- Moderate utilization enables larger window of opportunity for maximizing resale
- Leveraging Enterprise's resale network will provide consistently higher ROI



OPERATING EXPENSES

Maintenance



For all new vehicles cycled into the fleet:

Full Maintenance

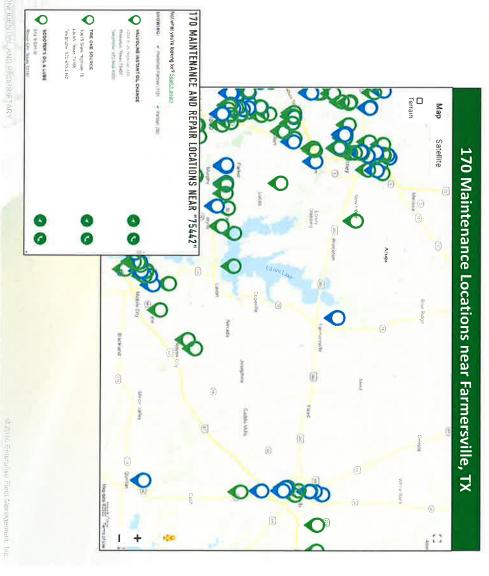
- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs
- Removes you from the maintenance game

For the remaining vehicles:

Maintenance Management

- "Bridge" program for currently owned fleet vehicles
- Seamless experience for field drivers





SAFETY



2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

2012

- Electronic Stability
 Control
- Lane Departure
 Warning
- Rear Video

2018

- Blind-spot warning
- Forward collision warning
- Improved headlamps
- Offset-crash test
- Rear video







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2016 Enterprise Fleot Management

RESOURCES

The **Data Warehouse** pulls from millions of data records to give you immediate access to important vehicle information.

Your staff will be trained on how to access vehicle information so you can track and measure your vehicles, and we can:

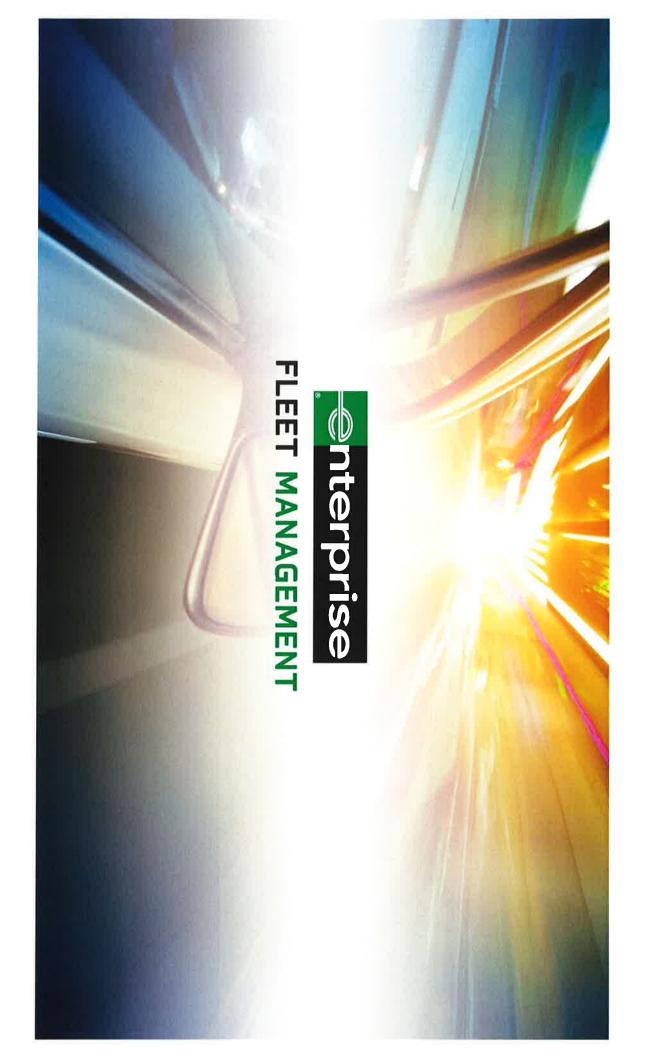
- Track Total Cost of Ownership
- Predict Operating Costs
- Visibility into Saving Opportunities
- Support Vehicle Replacement Plan
- Determine Most Efficient Fleet Plan
- Improve Driver Behaviors



FLEET PLAN COMPARISON - Evaluating Soft Costs

City of Far	City of Farmersville - Current Fleet Plan
	 Departments locating dealers and working with inventory they have on-hand.
Acquisition	 Departments working with aftermarket vendors for up-fit needed.
	 Department heads coordinating vehicle pickup and aftermarket up-fit coordination
Administrative	Department heads handling registration renewals every
	Year City amployees writing chacks to yandors each month
	City employees writing checks to vendors each month
Funding	Paying cash for all non-ERV vehicles.
	 City employees spending time to establish accounts with local vendors
	 No specialized oversight to make sure the right work is getting done.
Mailtellalice	Employees manually cutting checks each month
	 No intelligent system for tracking preventative maintenance to ensure compliance
Fuel	 Utilizing WEX fuel cards to track and expense fuel purchases
Resale	 Holding onto vehicles until very little resale value remains, Selling at auction is attractive for convenience
Technology	 Tracking everything manually in Microsoft Office programs. Updates are all manual per department.
Annual Fleet Planning	 Each department requests vehicle needs during budget season, and management decides what is a priority working within the annual budget
	 No data or resources available to evaluate cost- effectiveness of different manufacturers each year.

	ā	Annual Fleet Planning				10000	Technology	•			Recale		- 6	Fig			•		Maintenance +					2				Administrative		•	-	Acquisition	City of Far
manufacturers and holding periods for the lowest Total Cost of Ownership.	EFM's data and resources leveraged to evaluate all different	bring recommendations for potential cost-savings opportunities.	with the city 3-4 times/year to review the annual fleet plan and	The City will have a dedicated local Account Manager who meets	and reaching the City's Account Team.	aspects such as finding a maintenance location, roadside assistance,	All drivers will also get access to a mobile app that can help with	EFM provides robust Online Dashboard to track all vehicle assets.	dealers and similar avenues with higher average returns.	sold to auction. EFM primarily sells vehicles directly to independent	equity to give back to the City. Only 10% of vehicles EFM sells are	EFM will sell vehicles on the City's behalf with the goal to maximize	tax write-offs for the City.	EFM uses WEX as well. This is an easy transfer. EFM handles all fuel	completion.	Notifications sent to departments reminding for maintenance	Maintenance records are tracked per vehicle on City's fleet portal.	checks to be cut by City employees.	EFM pays maintenance vendors on the City's behalf, requiring no	Ensure cost is correct and no over-servicing.	ASE-Certified technicians field maintenance approvals for the City.	maintenance locations in DFW.	The City will enroll in the Enterprise network that has over 1,000	pay less each year but still have benefits of ownership.	EFM recommending a market value finance. This allows the City to	next monthly statement.	All payments handled by EFM and passed through to the City on	Account Fleet Coordinator handles annual registration renewals.	ready vehicle for the City.	Local Account Team handles all logistics of delivering a turnkey	EFM coordinates aftermarket purchase and up-fit for the City.	EFM handles all aspects of vehicle purchases on the City's behalf.	City of Farmersville's Fleet Plan w/ EFM



Fleet Analysis for City of Farmersville

28	4.1	17	\$58	Annual	Net Cash Difference***	0	99,466	99,127	78,743	4,208	(7,513)	1,384	(30,789)	(33,885)	(18,724)	(27,562)	\$164,456
Proposed Fleet	Proposed Cycle	Est. New Vehicle Fuel Economy	Est. New Vehicle Maint		Fleet Budget	273,249	173,783	174,122	194,506	269,041	280,762	271,865	304,038	307,134	291,973	300,811	EST. TOTAL 10-YEAR SAVINGS
Propos	Propos	Est. New Vehicl	Est. New V		Equity**		-31,300	-104,226	-113,294	-54,025	-54,125	-83,817	-69,790	-27,514	-62,176	-39,450	EST. TOTAL 10
0.00%	11,548	\$2.10	21%		Est. Maintenance & Fuel	126,073	102,830	91,037	84,127	81,568	81,568	77,211	77,211	77,211	77,211	77,211	
ų	8		e Time	Fleet Cost	Aftermarket Up- Front Cost + Additional Insurance Expense	42,190	36,450	51,051	36,317	27,312	39,133	44,951	63,096	23,917	43,417	29,529	
Fleet Growth	Annual Miles	Cost of Fuel	Percentage of Idle Time		Market Value Finance*		65,803	136,261	187,356	214,186	214,186	233,522	233,522	233,522	233,522	233,522	
			Pe		Purchase	104,986											
8		73	2		Leased	0	∞	16	22	22	25	28	28	28	78	28	
28	00	\$173	15		Owned	28	20	12	9	က	3	0	0	0	0	٥	
set	cle	Naint.	onomy	Fleet Mix	Annual Needs	3.3	œ	00	9	4	9	10	œ	4	7	2	
Current Fleet	Current Cycle	Est. Current Maint.	Current Fuel Economy		Fleet Size	28	28	28	28	28	28	28	28	28	28	58	
บี	วี	Est.	Curren		Fiscal Year Start	Current	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	

* MVF Rates are conservative estimates. Numbers are based on feedback from vehicle specs needed and aftermarket equipment required.

^{**}Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection ***Net Cash Difference is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity



ADDENDUM TO MAINTENANCE AGREEMENT

THIS ADDENDUM ("Addendum") dated this ____ day of September, 2020 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of September, 2020 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Farmersville, Texas ("Lessee"). In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, this Addendum shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree to modify the Agreement as follows:

Section 3 of the Maintenance Agreement is amended to read as follows:

The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

Notwithstanding the above, Enterprise FM Trust ("Lessor") or Lessee's termination of the Lease shall constitute automatic termination of this Agreement with respect to the Lease and shall not require any prior written notice except that provided for termination of the Lease as expressed in the Lease.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$75.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$75.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.



Section 5 of the Maintenance Agreement is amended to read as follows:

EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. EFM shall provide Lessee with a minimum of five (5) business day' notice of any change to the terms and conditions for this use of the EFM Card. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time by providing at least five (5 business days' notice. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) calendar days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per amum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to add the following paragraph:

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles). Venue for any litigation brought relating to this Agreement shall be in a district court of competent jurisdiction located in Collin County, Texas.

Additional Section 11 is added to the Maintenance Agreement and reads as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City, County, or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms and conditions in this Agreement or any invoices or statements relating hereto are contingent upon appropriation of funds by the City, County, or State. The parties further agree that should the City, County, or State fail to appropriate such funds, EFM shall be paid all amounts due and owing hereunder up until the actual day of termination. In addition, the parties agree that EFM may recover any reasonable losses incurred by EFM as a result of Lessee's failure to appropriate funds.



Additional Section 12 is added to the Maintenance Agreement and reads as follows:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) calendar days prior written notice to EFM. In the event of such termination, EFM shall be paid for all purchases owing hereunder up until the actual day of termination in accordance with this Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Additional Section 13 is added to the Maintenance Agreement and reads as follows:

Independent Contractors. EFM shall perform the services hereunder as an independent contractor of the Lessee and no term of this Agreement shall be deemed or construed to render the Lessee and EFM as joint venturers or partners. Additionally, neither EFM, nor any of its officers, employees of agents shall be considered an employee of Lessee for any reason, including but not limited to taxes, benefits or workers compensation and unemployment insurance coverage.

Additional Section 14 is added to the Maintenance Agreement and reads as follows:

No Boycotting Israel. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless EFM is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement verifies by its signature on this Agreement that the EFM does not boycott Israel and will not boycott Israel during the term of this Agreement.

Additional Section 15 is added to the Maintenance Agreement and reads as follows:

Non-Exclusive Agreement. This Agreement is a non-exclusive Agreement and shall not be interpreted in any manner deemed to limit either party's ability to contract with others for the same or similar services in whole or in part.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Addendum. Except to the extent specifically amended by this Addendum, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Addendum to Maintenance Agreement as of the day and year first above written.

City of Farmersville, Texas (Lessee)	Enterprise Fleet Management, Inc. (EFM)
By: Bryon Wiebold	By: Phil Bevel
Title: Mayor	Title: Finance Director
Address: 205 S. Main Street Farmersville, Texas 75442	Address: 1420 W. Mockingbird Ln., #640 Dallas, Texas 75247
Date Signed:	Date Signed:



ADDENDUM TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS ADDENDUM ("Addendum") dated this ____ day of June, 2020 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of June, 2020 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Farmersville, Texas ("Company"). In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, this Addendum shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree to modify the Agreement as follows:

Section 2, first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. EFM shall provide the Company with at least thirty (30) calendar days' notice of any change to the repairs and service purchase order threshold amount. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) calendar days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 4 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

The Card will authorize the Company's representative or a designee authorized to act on the Company representative's behalf to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

Section 5 of the Maintenance Management and Fleet Rental Agreement is amended to add the following paragraph:

In the event Company notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Company's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Company in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

Section 6 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving at least five (5) business days' written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.



Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Venue for any litigation brought relating to this Agreement shall be in a district court of competent jurisdiction located in Collin County, Texas.

Additional Section 10 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

NON-APPROPRIATION: Company's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Company is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City, County, or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms and conditions in this Agreement or any invoices or statements relating hereto are contingent upon appropriation of funds by the City, County, or State. The parties further agree that should the City, County, or State fail to appropriate such funds, EFM shall be paid all amounts due and owing hereunder up until the actual day of termination. In addition, the parties agree that EFM may recover any reasonable losses incurred by EFM as a result of Company's failure to appropriate funds.

Additional Section 11 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

Termination: Company reserves the right to cancel this Agreement for any reason at all upon thirty (30) calendar days prior written notice to EFM. In the event of such termination, EFM shall be paid for all purchases owing hereunder up until the actual day of termination in accordance with this Agreement. Additionally, termination should not affect Company's obligation to pay any indemnities under this Agreement.

Additional Section 12 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

Independent Contractors. EFM shall perform the services hereunder as an independent contractor of the Company and no term of this Agreement shall be deemed or construed to render the Company and EFM as joint venturers or partners. Additionally, neither EFM, nor any of its officers, employees of agents shall be considered an employee of the Company for any reason, including but not limited to taxes, benefits or workers compensation and unemployment insurance coverage.

Additional Section 13 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

No Boycotting Israel. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless EFM is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement verifies by its signature on this Agreement that the EFM does not boycott Israel and will not boycott Israel during the term of this Agreement.

Additional Section 14 is added to the Maintenance Management and Fleet Rental Agreement and reads as follows:

Non-Exclusive Agreement. This Agreement is a non-exclusive Agreement and shall not be interpreted in any manner deemed to limit either party's ability to contract with others for the same or similar services in whole or in part.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Addendum. Except to the extent specifically amended by this Addendum, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.



IN WITNESS WHEREOF, Company and EFM have executed this Addendum to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Farmersville, Texas (Company)	Enterprise Fleet Management, Inc. (EFM)
By: Bryon Wiebold	By: Phil Bevel
Title: Mayor	Title: Finance Director
Address: 205 S. Main Street Farmersville, Texas 75442	Address: 1420 W. Mockingbird Ln., #640 Dallas, Texas 75247
Date Signed:	Date Signed:



ADDENDUM TO MASTER EQUITY LEASE AGREEMENT

THIS ADDENDUM ("ADDENDUM") dated this ____ day of September, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ___ day of September, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Farmersville, Texas ("Lessee"). In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, this Addendum shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree to modify the Agreement as follows:

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) business days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the reasonable judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 3(f) of the Master Equity Lease Agreement is amended to read as follows:

If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, and does not remedy such failure within ten (10) business days after receipt of written notice, then Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.



Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 9(b) of the Master Equity Lease Agreement is amended to read as follows:

LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. Notwithstanding the foregoing, Lessor agrees to make reasonable and good faith efforts to assist Lessee with facilitating a replacement Vehicle if damages are caused by the negligence of the manufacturer or dealer.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, and until such Vehicles are returned to Lessor, Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined in good faith by Lessor and/or an applicable insurance carrier to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability. Lessor understands, acknowledges and agrees that Lessee shall insure the Vehicles (liability, collision and comprehensive) through the Texas Municipal League Intergovernmental Risk Pool in at least the applicable coverage limits provided in paragraph 11 of the Master Equity Lease Agreement for Vehicles registered in the State of Texas. Lessor cannot be named as an additional insured for this insurance, but will be given similar protection by an indemnification under contract endorsement:

Section 11(a), second paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that any required policy of insurance obtained and/or maintained to comply with this Section will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may



appear. Further, for each such insurance policy obtained and/or maintained to comply with this Section must provide the following: (i) that the same may not be cancelled, changed or materially modified until after the Lessee has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or material modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates for any insurance policy obtained and/or maintained to comply with this Section, evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Section 11(b) of the Master Equity Lease Agreement is amended to read as follows:

Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option in good faith, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) calendar days prior written notice. Upon such cancellation, insurance coverage in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law and except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.



Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon prior written notice to Lessee during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as requested by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten business (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) calendar days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, shall provide written notice of Event of Default to Lessee. Lessee shall have ten (10) business days (exclusive of Section 11, Insurance) upon receipt of notice to cure the Event of Default. Upon expiration of the ten business (10) days without remedy of the Event of Default by the Lessee, Lessor, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon thirty (30) calendar day written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.



In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within three (3) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) calendar days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owin g hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 15 of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor shall provide prior written notification in the event of a nonfinancial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). Venue for any litigation brought relating to this Agreement shall be in a district court of competent jurisdiction located in the Collin County, Texas.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City, County, or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the City, County, or State. The parties further agree that should the City, County, or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and



Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Lessor is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the Lessor verifies by its signature on this Agreement that the Lessor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Additional Section 21 is added to the Master Equity Lease Agreement and reads as follows:

Non-Exclusive Agreement. This Agreement is a non-exclusive Agreement and shall not be interpreted in any manner deemed to limit either party's ability to contract with others for the same or similar services in whole or in part.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Addendum. Except to the extent specifically amended by this Addendum, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum to Master Equity Lease Agreement as of the day and year first above written.

City of Farmersville, Texas (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By: Bryon Wiebold	By: Phil Bevel
Title: Mayor	Title: Finance Director
Address: 205 S. Main Street Farmersville, Texas 75442	Address: 1420 W. Mockingbird Ln., #640 Dallas, Texas 75247
Date Signed:	Date Signed:



SERVICE AGREEMENT

This Agreement is entered into as of the ____ day of September, 2020, by and between <u>Enterprise</u> <u>Fleet Management, Inc.</u> (EFM), a Missouri corporation, and <u>City of Farmersville, Texas</u> (Company). Additionally the Parties acknowledge that Company and Enterprise FM Trust, a Delaware statutory trust, are parties to that certain Master Equity Lease Agreement dated September ___, 2020.

The Service Agreement is intended to supplement the terms of the other agreements between the parties with additional details regarding the services to be provided by EFM and its affiliates, and the schedules issued under the Master Equity Lease Agreement. In the event of a conflict between the Service Agreement and the Master Equity Lease Agreement, the provisions of the Master Equity Lease Agreement shall control, unless such conflict is specifically noted in the Service Agreement and the parties specifically agree that the noted conflict is to be governed by the provisions of the Service Agreement.

The following documents are attached hereto:

Exhibit A - Master Equity Lease Agreement

Exhibit B - Addendum to Master Equity Lease Agreement

Exhibit C - Maintenance Agreement

Exhibit D - Addendum to Maintenance Agreement

Exhibit E - Maintenance Management and Fleet Rental Agreement

Exhibit F - Addendum to Maintenance Management and Fleet Rental Agreement

WITNESSETH:

WHEREAS, Company has determined that it requires the services of EFM with respect to the lease of fleet vehicles.

WHEREAS, EFM is experienced, knowledgeable, and available to provide the foregoing services for Company;

NOW, THEREFORE, in consideration of the mutual promises contained in and the mutual benefits contemplated by this Agreement, EFM and Company agree as follows:

CONFLICT OF INTEREST: EFM covenants and agrees that EFM 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 Agreement. All activities, investigations and other efforts made by EFM pursuant to this Agreement will be conducted by employees, associates or subcontractors of EFM.

In addition, to the extent that this Agreement (a) must be approved by the Company's governing body before it may be signed or (b) has a value of \$1,000,000, or more, EFM 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 EFM submits this signed Agreement to Company, and as follows:

<u>Form 1295 Filing Process</u>: The Commission has made available on its website a new filing application that must be used to file Form 1295. EFM 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 EFM 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 Company.

The Company 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 Agreement binds all parties to the Agreement. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the Company.

<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.

IN WITNESS WHEREOF, EFM and Company have executed this Service Agreement as of the day

and year first above written.

Company: City of Farmersville, Texas

EFM: Enterprise Fleet Management, Inc.

By: Bryon Wiebold

By: Phil Bevel

Title: Mayor

Title: Finance Director

Address: 205 S. Main Street
Farmersville, Texas 75442

Date Signed:

Date Signed:

Date Signed:

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon an interlocal agreement with the City of Melissa regarding the purchasing of goods and services.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
Attachment(s)	ILA
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 □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

INTERLOCAL AGREEMENT

This Agreement (the "Agreement") made and entered into this day of
, 2020, by and between the CITY OF FARMERSVILLE, TEXAS, a Type A general
law municipality (hereinafter referred to as "FARMERSVILLE"), and the CITY OF MELISSA,
TEXAS, a Texas home-rule municipality (hereinafter referred to as "MELISSA"), as allowed
under Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act,
and Chapter 271.102 of the Texas Local Government Code that authorizes all local governments
to contract with each other to perform governmental functions or services including administrative
functions normally associated with the operation of government such as purchasing of necessary
equipment, supplies and services;

- WHEREAS, FARMERSVILLE and MELISSA are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and
- WHEREAS, FARMERSVILLE and MELISSA wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FARMERSVILLE and MELISSA may purchase various goods and services commonly utilized by each entity; and
- WHEREAS, Section 791.025 of the Texas Government Code provides the authority for local governments to enter into interlocal agreements to purchase goods and services; and
- WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government; and
- WHEREAS, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and
- WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FARMERSVILLE and MELISSA through the anticipated savings to be realized and is of mutual concern to the contracting parties; and
- WHEREAS, FARMERSVILLE and MELISSA have current funds available to satisfy any fees owed pursuant to this Agreement.
- **NOW, THEREFORE,** in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein, FARMERSVILLE and MELISSA agree as follows:
- 1. The purpose of this Agreement is to establish a cooperative purchasing program between the parties which will allow the parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each party, in contracting for the purchase of goods and services, agrees, at its sole discretion, to extend

contracts for shared use to the extent permitted by law and as agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust;

- 2. FARMERSVILLE and/or MELISSA, as applicable, will satisfy the requirement to seek competitive bids for the purchase of goods and/or services;
- 3. FARMERSVILLE and MELISSA shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FARMERSVILLE and MELISSA shall each make their respective payments from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing party and no obligation or liability for such debt shall be a liability or obligation of the other party;
- 4. The term of this Agreement shall commence on the date on which all parties have executed this Agreement. This Agreement shall renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement;
- 5. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity. However, termination of this Agreement by a party shall not terminate an existing contract between a party and a vendor, although the terms of the existing contract may not be revised once the termination of this Agreement has occurred;
- 6. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto; and
- 7. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 8. Each party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a contract or purchase order from the purchasing party and directed to the vendor(s). The parties will make payments directly to vendors under the contracts or purchase orders issued between the parties. The purchasing party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery, and originating party does not accept responsibility or liability for the performance of any vendor. The originating contracting party does not represent or warrant the quality or capability of the vendor, and is not responsible or liable for the performance of any vendor used by a purchasing party as a result of this Agreement.

9. Miscellaneous Provisions.

a. <u>Notice</u>. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the

party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Farmersville: City Manager

City of Farmersville 205 S. Main Street

Farmersville, Texas 75442

If to Melissa: City Manager

City of Melissa 3411 Barker Avenue Melissa, Texas 75454

- b. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- d. <u>Consideration</u>. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- e. <u>Savings/Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. <u>Representations</u>. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- g. <u>Miscellaneous Drafting Provisions</u>. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not

- apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- h. <u>Immunity</u>. The parties acknowledge and agree that, in executing and performing this Agreement, neither party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- i. <u>Multiple Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which counterpart shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- j. <u>Compliance with Law</u>. Each party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- k. No Third-Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 1. <u>Assignment</u>. This Agreement or any part thereof shall not be assigned or transferred by either party.
- m. Relationship of Parties. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than an independent contractor relationship. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.
- n. <u>Governing Body Approval</u>. Each party warrants that this Agreement has been authorized by their respective governing bodies, and the person signing below has authority to sign this Agreement.

[Signatures begin on following pages.]

PASSED, APPROVED AND EFFECTIVE THIS	S, DAY OF, 2020.
	CITY OF FARMERSVILLE, TEXAS, A Type A general law municipality,
	Bryon Wiebold, Mayor
ATTEST:	
Sandra Green, City Secretary	
APPROVED AS TO FORM:	
Alan D. Lathrom, City Attorney	
STATE OF TEXAS §	
COUNTY OF MELISSA §	
This instrument was acknowledged before re 2020, by Bryon Wiebold, Mayor of the City of municipality, on behalf of said Texas municipality.	Farmersville, Texas, a Type A general law
	Notary Public in and for the State of Texas

PASSED, APPROVED AN	D EFFECTIVE TH	IS, 2020.
		CITY OF MELISSA, TEXAS, A Texas home-rule municipality,
		Reed Greer, Mayor
ATTEST:		
Kacie Galyon, City Secretary	y	
APPROVED AS TO FORM	M:	
Fran Q Pillan	-	
Ryan D. Pittman, City Attorn	ney	
STATE OF TEXAS	§	
COUNTY OF MELISSA	§	
	r of the City of Melis	me on the day of, sa, Texas, a Texas home-rule municipality, on
	90	Notary Public in and for the
		State of Texas

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon a contract for IT Services.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
Attachment(s)	Contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 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	Regular Agenda			
Section Number	VII.E			
Subject	Consider, discuss and act upon appointment of North East Texas Trail (NETT) liaison.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
Attachment(s)	None			
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php			
Consideration and Discussion	City Council discussion as required.			
Action	 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 			

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Consider, discuss and act upon a fence contract for Collin/Farmersville Parkway.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
Attachment(s)	Recommendation letter from DBI Bids
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 a future agenda. ☐ No motion, no action



October 22, 2020

Mr. Benjamin White, P.E. City of Farmersville 205 S. Main Street Farmersville, TX 75442

RE: Collin & Farmersville Parkway Construction - Fencing

Dear Ben:

Quotes were received for installation of a three-strand barbed wire fence with utility gates. The fence will be installed along the right-of-way of the northeast most property of Collin & Farmersville Parkway (Beach Street Investments, LLC) and was a requirement of the landowner for dedicating said right-of-way to the City.

There were two (2) quotes received, with the lowest being from Bigtime Fence & Construction in the amount of \$16,200.00. The General Contractor for Collin & Farmersville Parkway, RPMx Construction, also provided a quote in the amount of \$21,288.00. The proposals and exhibits are attached for your review.

We recommend Bigtime Fence & Construction be approved to perform the work as described in the attached exhibit in the amount of \$16,200.00. Bigtime Fence & Construction is a local, reputable company that we believe can complete the job efficiently and in a timely manner so as to not delay overall construction of the Parkway.

I am available to answer any questions you may have.

Sincerely,

Jacob Dupuis, P.E. Project Engineer

PROPOSAL



PROPOSAL SUBMITTED TO: DBI ENGINEERS

JOB LOCATION:

SCOPE OF WORK	LINE TOTAL
3150' OF THREE STAND BARBWIRE WITH WOODEN H BRACES	\$ 15,000.00
3 16' HEAVY DUTY GATES	\$ 1,200.00
TOTAL	\$ 16,200.00
DEPOSIT	\$ 8,100.00
BALANCE DUE UPON COMPLETION	\$ 8,100.00

TERMS AND CONDITIONS

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVATIONS FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS PROPOSAL. DEPOSIT DUE UPON BID ACCEPTANCE AND FINAL BALANCE DUE UPON COMPLETION.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:	DATE
SIGITATION E.	Ditte.

RPM xConstruction



October 5, 2020

DBI Engineers

PO Box 606

Farmersville TX, 75442

ATTENTION:

Jacob Dupuis

We propose to furnish all labor, materials and equipment necessary to construct the following described work: Barbed wire fence and gate installation. Pothole crude oil pipeline.

PROJECT:

3220 - Collin & Farmersville Parkway

LOCATION:

Farmersville, Texas

RFP 01 - Fence & Vac Truck

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Barbed Wire Fencing	3,150.00	LF	\$ 6.00	\$ 18,900.00
2	16-FT Gates	3.00	EΑ	\$ 796.00	\$ 2,388.00
3	Pothole Gas Line	1.00	LS	\$ 3,230.00	\$ 3,230.00
4	Lane Closure for Potholing (If Requested)	1.00	LS	\$ 2,121.00	\$ 2,121.00

RFP 01 - Fence & Vac Truck TOTAL \$ 26,639.00

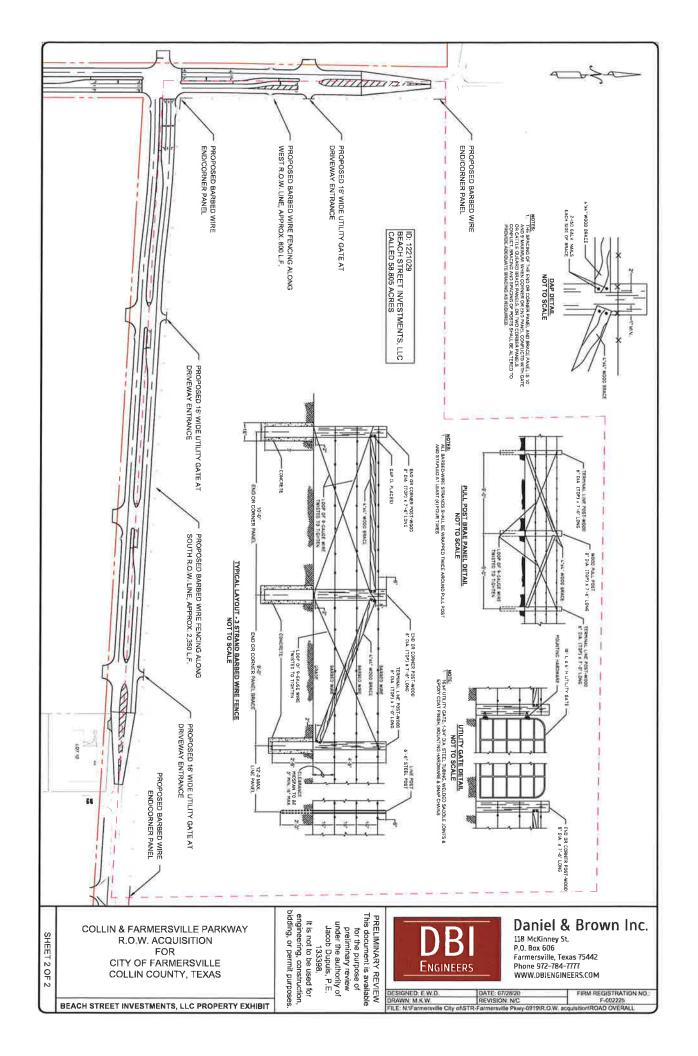
QUALIFICATIONS:

- ~ Fence & Gate proposal based on DBI Preliminary Review Plans dated 07/28/2020
- Pothole proposal based on 3 holes to depth of up to 8ft. Additional work may require additional time/costs.
- ~ Quantities will be paid based on actual work performed
- ~ If potholing is done before full road closure then lane closure will be required.

Should you have any questions, or need clarification regarding this proposal, please feel free to contact this office.

Sincerely

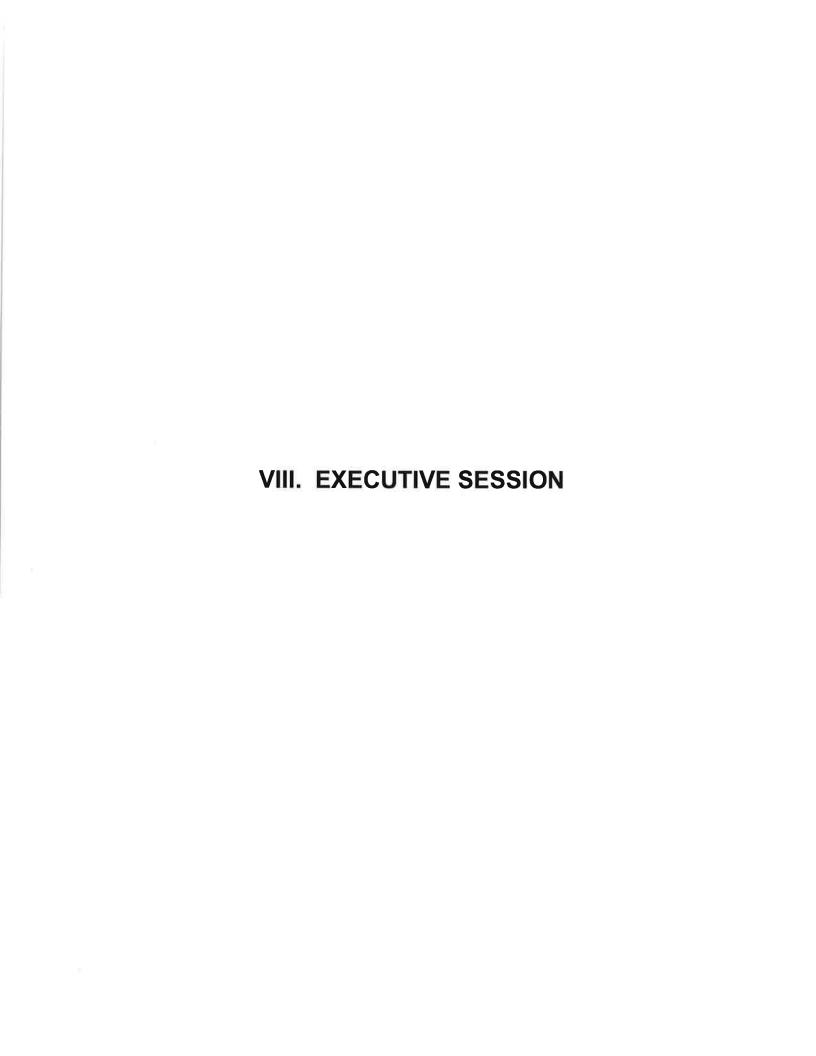
Vice President



Agenda Section	Regular Agenda			
Section Number	VII.G			
Subject	Discussion regarding grading and excavation permits and possible ordinance.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 27, 2020			
Attachment(s)	None			
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 a future agenda. ☐ No motion, no action 			

Agenda Section	Regular Agenda
Section Number	VII.H
Subject	Update on the Chaparral Trail and timeline of events.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 27, 2020
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 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

Agenda Section	Regular Agenda				
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Section Number	VII.I				
Subject	Update on the construction of County Road 699.				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	October 27, 2020				
Attachment(s)	None				
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php				
Consideration and Discussion	City Council discussion as required.				
Action	 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 				



IX. RECONVENE FROM EXECUTIVE SESSION anD DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE

X. Requests to be Placed on Future Agendas

XI. Adjournment