

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA October 13, 2020, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

WATCH THE LIVE BROADCAST

This meeting will be broadcast live through the City's website 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.
- You will be prompted to enter the Meeting ID.

The Meeting ID for this meeting is <u>037-836-43</u>

 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.

- > 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 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
- Board of Adjustment Minutes
- C. Fire Department Report
- D. Public Works Report
- E. City Manager's Report

V. <u>INFORMATIONAL ITEMS</u>

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent

and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.

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

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

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.
- B. Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.
- C. Consider, discuss and act upon Resolution #R-2020-1013-002 regarding the City of Farmersville becoming a Sister City with Holtzwihr, France.
- Consider, discuss and act upon accepting donations from CBTx, Patriot Concrete, Brookshire's and Independent Bank for decorations.
- Consider, discuss and act upon zoning of concrete batch plants and changing of zoning document.
- F. Consider, discuss and act upon appointing a city architect.
- G. Update on the annexation of the newly acquired portion of the Chaparral Trail.
- H. Discussion on how the city is going to handle grants for the Chaparral Trail.
- Update on the status of the Historic Preservation Ordinance.
- J. Discussion regarding the hiring of IT Services.
- K. Consider, discuss and act upon the resignation of John Klostermann from the North East Texas Trails Board.

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. <u>ADJOURNMENT</u>

Dated this the 9th 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 9, 2020 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, TRMC

City Secretary

I. Preliminary Matters

October 2020

T I I I I I I I I I I I I I I I I I I I	4
City Amenities Board Meeting 4:00 pm Parks & Recs Board Meeting 5:00 pm	T. A. E.
2	2
14 15 FEDC (4A) Meeting 6:30 pm	
ig 8-5 Early Voting 8-5	Early Voting 8-5 Early Voting 8-5 Ear
21	20 21
17-7 Early Voting 7-7	Early Voting 7-7 Early Voting 7-7 Ear
28	City Council Meeting 7:30 pm
g 7-7 Early Voting 7-7	Early Voting 7-7 Early Voting 7-7 Ea

November 2020

Saturday	7 Farmersville Market 9:00 am	14 Envision Farmersville Public Forum (Land Use, Thoroughfare, Hike & Bike Trail Maps) 9:00 am – 3:00	21 Envision Farmersville Public Forum Results (Land Use, Thoroughfare, Hike & Bike Trail Maps) 9:00 am – 3:00 pm	28	
Friday	ω	£ π ≥	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	24	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	_	Φ	15	22	29

December 2020

Saturday	5 Farmersville Market 9:00 am	12	19	26	
Friday	4	~	80	25 City Hall Closed - Christmas	
Thursday	City Amenities Board Meeting 4:00 pm Parks & Recs Board Meeting 5:00 pm	10	FEDC (4A) Meeting 6:30 pm	24 City Hall Closed - Christmas	31
Wednesday	2	0	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)	59
Monday		7	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	27	28
Sunday		O	6	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 13, 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	
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 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 13, 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

September 22, 2020, 7:30 P.M.

I. PRELIMINARY MATTERS

- Mayor Wiebold called the meeting to order at 7:35 p.m. Council members Mike Henry, Craig Overstreet, Dwain Mathers and Terry Williams were all present. Jim Hemby was not in attendance. City staff members Ben White, Sandra Green, Michael Sullivan, Daphne Hamlin, Kim Morris, Rick Ranspot, Kevin Casey and City Attorney Alan Lathrom were also present.
- Prayer was led by Craig Overstreet followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - > Due to the Covid-19 pandemic Old Time Saturday has been cancelled.
 - ➤ The Police Department was awarded a grant for a speed trailer and traffic equipment. Congratulations Chief Sullivan!
 - Chief Sullivan stated they have received several grants this year. He said they received the new equipment and they excited about it.

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

No one came forward in person or via teleconference.

III. <u>CITIZEN COMMENTS ON MATTERS NOT ON AGENDA</u>

No one came forward in person or via teleconference.

IV. CONSENT AGENDA

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Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Finance Report
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Mike Henry
 - 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.

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

- Terry Williams stated the board decided they were interested in taking some training.
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Financials
 - 2. Possible Council Liaison Report
 - Dwain Mathers stated they are working on a few façade grants and are in the process of rewriting the requirements for those grants.
- D. Main Street Board
 - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
 - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
 - 1. Minutes
 - 2. Possible Council Liaison Report
 - Mike Henry stated they conditionally approved the Aston Addition plat. They approved Deer Crossing preliminary plat conditionally and disapproved the final plat until all the items on the list from DBI have been addressed. He said they also conditionally approved the Lakehaven MUD concept plan and preliminary plat until they address the issues that DBI had listed in their letter. He indicated that public hearings were held for the two batch plant zoning cases located on County Road 699, and they were both denied being zoned to HII High Impact. Also, he said they held a workshop for the Future Land Use Maps, Thoroughfare Map and Hike & Bike Trail Maps. He explained they would hold more workshops for the maps in the future.
- G. TIRZ Board
 - 1. Financials
 - 2. Possible Council Liaison Report

VI. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon Ordinance #O-2020-0922-001 regarding a recommendation from the Planning & Zoning Commission for a requested change in zoning on approximately 5.050 acres of land, more or less, from A Agricultural District Uses to HII High Impact Industrial District Uses for a concrete batch plant. The property is generally situated at 91 County Road 699, and located in the W.B. Williams Survey, Abstract A-954, of Farmersville, Collin County, Texas.
 - Mayor Wiebod stated the item would not be heard since it was denied at the Planning & Zoning Commission.

- Ben White indicated the applicant had withdrawn his request.
- B. Public hearing to consider, discuss and act upon Ordinance #O-2020-0922-002 regarding a recommendation from the Planning & Zoning Commission for a requested change in zoning on approximately 26.60 acres of land, more or less, from A Agricultural District Uses to HII High Impact Industrial District Uses for a concrete batch plant. The property is generally situated at 123 County Road 699, and located in the W.B. Williams Survey, Abstract A-954, of Farmersville, Collin County, Texas.
 - Mayor Wiebod stated the item would not be heard since it was denied at the Planning & Zoning Commission.
 - Ben White indicated the applicant had withdrawn his request.

VII. READING OF ORDINANCES

- A. Consider, discuss and act upon the first and only reading of Ordinance #O-2020-0922-003 amending the Master Fee Schedule to reflect a rate increase for wastewater fees.
 - Mayor Wiebold read the caption to the ordinance.
 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-3, "SEWER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-3 THAT IS ALSO TITLED "SEWER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF SEWER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

- Ben White stated he conducts an analysis every year and compares the rates to other cities. The North Texas Municipal Water District increased the rates for 2020-2021 by \$47,175.00 and he is suggesting a rate increase. He made a few changes to numbers in the ordinance that was presented.
- Craig Overstreet asked if this would generate the pass through rate by North Texas.
- Dwain Mathers asked if this ordinance would raise the rates for the customers.

- Ben White stated it was the pass through rate and that he and Paula Jackson met and did not see that it was fair for the people outside the city to pay different rates.
 - Motion to approve with the recommended changes by Ben White made by Terry Williams
 - o 2nd to approve was Mike Henry
 - All council members voted in favor

VIII. REGULAR AGENDA

- A. Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.
 - Ben White stated the contracts were in the process of being reviewed and revised by all parties and they are not ready yet.
- B. Consider, discuss and act upon the acceptance of Camden Park Phase 3 subdivision.
 - 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.
 - Motion to approve the final acceptance subject to the developer's submission of the parkland dedication fees made by Mike Henry
 - o 2nd to approve was Terry Williams
 - All council members voted in favor
- C. Consider, discuss and act upon an interlocal agreement with Collin County regarding Environmental Services.
 - Motion to approve made by Craig Overstreet
 - o 2nd to approve was Mike Henry
 - All council members voted in favor
- D. Consider, discuss and act upon the official ballot for the election of Places 1-4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.
 - Ben White stated that most of the candidates are from areas that are not close to Farmersville. He explained all the positions have incumbents and

that everything seems to be working appropriately with those individuals in office.

- Motion to elect the incumbents for Places 1-4 made by Mike Henry
- o 2nd to approve was Terry Williams
- All council members voted in favor
- E. Consider, discuss and act upon whether to have Scare on the Square due to Covid-19.
 - Kevin Casey stated they are going to scale the event back due to Covid-19. They would not have food vendors or games and they are looking for guidance from the Council on whether they want to cancel the event or not. He stated some stores want the activities and some do not. He said it would basically be the merchants just handing out candy.
 - Dwain Mathers asked what is going to stop a large amount of people from coming at the same time.
 - Kevin Casey stated they would recommend people come alphabetically, but they could not enforce it. They would not be able to enforce people wearing masks either.
 - Craig Overstreet said the CDC recommends that a group of that many people still not gather.
 - Chief Sullivan stated the problem with events held by the city is the expectation that we are going to protect those people at the events. The citizens are going to assume the city would force people to wear masks and social distance. He said the enforcement of wearing masks and social distancing is very difficult. He believes the numbers are trending downward, but there are not a lot of events taking place right now.
 - Mayor Wiebold stated it would be hard to handle the number of people that would show up.
 - Dwain Mathers asked what the difference would be from kids going to school and trick or treating house to house compared to Scare on the Scare.
 - Mayor Wiebold stated they know how many are in the classroom everyday and it is not a city sanctioned event.
 - Chief Sullivan agreed with the Mayor.
 - o Motion to cancel Scare on the Square made by Terry Williams
 - o 2nd to approve was Craig Overstreet
 - All council members voted in favor
- F. Update on CARES Act Small Business Grants.
 - Kevin Casey stated when this first came out they canvassed every business and informed them about the Collin County CARES Act. He said today they checked and only two businesses had applied.

- Ben White explained the city did everything to inform the businesses about this program.
- Mayor Wiebold asked if it is a hard process to apply.
- Kevin Casey said he has heard that it takes about 30 minutes to an hour.
- Ben White stated the city has tried to reach everyone and tell them to apply and that the city could even help them if we need to.
- Dwain Mathers asked if people know that it a grant and not a loan.
- Kevin Casey stated they did.
- G. Update on Hamilton Street reconstruction.
 - Ben White stated the utility relocations are almost complete, except for a
 telephone line. Our electrical line depends on the telephone line getting
 done first. He said soil preparation is underway for a portion of the road,
 but the rain is holding the construction company up. The idea is to pave
 half of the road until the telephone line is relocated and then they will
 complete the other portion of the road. He said they estimate a completion
 date in mid-November.
 - Eddy Daniel stated depending on the weather they are supposed to pour some of the concrete this week.
 - Mike Henry asked if it was a rebar street.
 - Eddy Daniel stated it is a 6", curb and gutter, with rebar and drainage. He said it is a heavy duty thoroughfare.
 - Craig Overstreet asked if the telephone lines became a problem because of the alignment of the street.
 - Eddy Daniel stated yes.
- H. Update regarding the Development Agreement with Nelson Brothers Ready Mix (Farmersville Plant, LLC).
 - Ben White stated there was nothing to report other than the zoning change request was denied at the Planning & Zoning meeting.
- I. Update regarding the Development Agreement with Reliable/Patriot Concrete.
 - Ben White stated they have completed the irrigation design and they are ready to get it installed. Once the irrigation is complete they will install the ground cover. He explained they are planning on replacing the dead trees. He stated the zoning change request for HII – High Impact Industrial was denied at the Planning & Zoning meeting.

- J. Update on the construction of County Road 699.
 - Ben White stated the city's foreman has been out for a while and he is relying on him for this roadway construction. Boundary Solutions will be staking the road this week. He said they did add some fill dirt where the extension of the road will be. He indicated he believes the completion of the project would be January 2021.
 - Mike Henry asked if we have permission from both counties for the roadway.
 - Eddy Daniel stated yes.
- K. Update regarding the construction of Collin Parkway/Farmersville Parkway.
 - Ben White stated we are really trying to get this road done quickly.
 Because of the hurricane along the coast, the Texas-New Mexico electric crew went down south to help. We have the poles, but they have not moved the lines yet. He explained the rain is holding every one up as well.
 - Eddy Daniel stated Texas-New Mexico held a pre-construction meeting and they are supposed to start this week. We are being held up by a rightof-way issue with a property owner.
 - Ben White stated RPM Construction will be working on clearing the roadway area and utility relocation and they also have to move a fence.
 We are asking them to complete the roadway by January 2021. We have to have the Collin Parkway portion done by the end of December.
 - Ben White went to Item R on the agenda regarding an update on the wastewater treat plant repairs. He stated they received some good news about rerating the plant. It is going from .5 million gallons a day to.75 million gallons a day. Our strategy is to get every ounce out of the plant that we can. He explained the rerating would be completed by the end of September and DBI will turn that over to TCEQ.
 - Eddy Daniel stated we have to do a major amendment and he believes it will be at least six months before it is approved.
 - Craig Overstreet asked what the rates would do for the city.
 - Ben White stated we use 350,000 gallons a day for the city with no infiltration included in that amount. The issue is that we have a lot of infiltration. Since we are a part of the Sanitary Sewer Overflow Initiative the TCEQ gives us a break on that. He said the trickling arm design is 80% complete and should be completed by the end of October. We will then go out for bids and the installation will take approximately eight months with the completion date around June 2021.
 - Dwain Mathers brought up to the concrete batch plant again and asked what the next steps would be for the city to take since they were denied the HII – High Impact zoning at the Planning & Zoning meeting.

- Ben White stated they have both withdrawn their requests so the city does not have any action at this time.
- L. Consider, discuss and act upon allowing restaurants/businesses to extend seating onto the walkway and street because of the 50% occupancy limit due to Covid-19.
 - Kevin Casey explained the city started researching this idea and the slope of the street and the ADA issues of the sidewalk would not allow it. It was not feasible to allow it in the front of the buildings, and we do not have enough parking as it is. He said they considered the back of the properties but the Fire Marshal said that would not work because the alley would have to remain open for emergency response vehicles. He said parking is an issue in the back as well, but now the Governor has lifted the restrictions to 75% occupancy.
- M. Consider, discuss and act upon a replat of the Aston Addition, Lot 3B, 4A & 4B, Block 1.
 - Ben White stated the Planning & Zoning Commission recommended conditional approval until the items listed in the letter by DBI Engineers were addressed.
 - Motion to conditionally approve the replat until all the items are addressed on DBI Engineers letter made by Craig Overstreet
 - o 2nd to approve was Mike Henry
 - All council members voted in favor
- N. Consider, discuss and act upon a preliminary plat for Deer Crossing.
 - Ben White stated that Planning & Zoning Commission conditionally approved the plat pending the one item listed by DBI Engineers be addressed.
 - Motion to conditionally approve the preliminary plat until the item is addressed as listed on DBI Engineers letter made by Mike Henry
 - o 2nd to approve was Terry Williams
 - o All council members voted in favor
- O. Consider, discuss and act upon a concept plan for Lakehaven MUD.
 - Ben White stated the Planning & Zoning Commission recommended conditional approval pending the Traffic Impact Analysis was completed as stated in a letter from DBI Engineers.

- Motion to conditionally approve the concept plan subject to the TIA being completed made by Mike Henry
- o 2nd to approve was Terry Williams
- All council members voted in favor
- P. Consider, discuss and act upon a preliminary plat for Lakehaven MUD.
 - Ben White stated the Planning & Zoning Commission recommended conditional approval pending the comments needing to be addressed on the letter from DBI Engineers.
 - Motion to conditionally approve the preliminary plat subject to the TIA being completed and the force main utilities running across the lots to be rerouted as noted in the letter by DBI Engineers made by Mike Henry
 - o 2nd to approve was Terry Williams
 - All council members voted in favor
- Q. Consider, discuss and act upon establishing a relationship with Holzwhir, France as a Sister City.
 - Mayor Wiebold stated that a historian heard about the Farmersville Heritage Museum, toured the facility and was impressed. He alluded to the memorial for Audie Murphy in Holzwhir, France. In discussions with the President of the Museum Board he invited us to be a sister city to their town. He said their Council has already approved it and they are going to offer a piece of the tank that was used by Audie Murphy for our museum. He explained they also want to work with our school district. He indicated they celebrate Jan 27th and they would celebrate Audie Murphy Day as well.
 - Motion to move forward with a Resolution to become a Sister City made by Terry Williams
 - 2nd to approve was Mike Henry
 - All council members voted in favor
- R. Update on the wastewater treatment plant repairs.
 - Ben White covered this item earlier in the agenda.
- S. Consider, discuss and act upon water rate study.
 - Ben White stated he did a rate analysis and compared it with other cities.
 He said the North Texas Municipal Water District did not increase our rates and he is not recommending any changes in the rates at this time.

- Motion to leave water rates as they currently are made by Mike Henry
- o 2nd to approve was Terry Williams
- All council members voted in favor

IX. EXECUTIVE SESSION

Mayor Wiebold stated the Council would go into Executive Session at 8:48 p.m.

Discussion of matters permitted by Texas Government Code Chapter 551 as follows:

- A. Discussion of Matters Permitted by Texas Government Code Section 551.071(1)(A) Pending or contemplated litigation:
 - Ratification of amendatory contract and companion agreements related to NTMWD.

X. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTION 551.071 OF THE TEXAS GOVERNEMENT CODE

 Mayor Wiebold stated the Council would reconvene from executive session at 9:15 p.m. and no action would be taken.

XI. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Dwain Mathers wanted an item regarding the annexation of the newly acquired portion of the Chaparral Trail.
- Mike Henry wanted an item about how the city is going to handle any grants for the newly acquired trail.
- Craig Overstreet wanted an update on the Historic Preservation Ordinance.

XII. ADJOURNMENT

Meeting was adjourned at 9:16 p.m.

APPROVE:
Bryon Wiebold, Mayor

ATTEST:
Sandra Green, TRMC, City Secretary



September 15, 2020

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

RE: Aston Addition, Block 1 Lots 3B, 4A & 4B Replat Review Dated July 22

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

- Please use correct Title Block for Replats as shown in Sec 65-32.(e).(3)
- Please use correct Approval Certificate as shown in Sec. 65-30.(f).(4)
- Need to include notes about:
 - Utility providers
 - o Flood plain
 - o "Selling a portion of this addition by metes and bounds..."
- Show all SF-2 setbacks
- Include 15' utility easement
- Subdivision is 'Aston Addition' not 'Astons Addition'

The Aston Addition Replat is recommending for approval pending the above mentioned items being addressed.

Please contact me if you should have any questions or need additional information.

Sincerely,

Vacob Dupuis, P.E.

DANIEL & BROWN INC.

118 McKinney Street | PO Box 606 | Farmersville, Texas 75442

OFFICE 972-784-7777 | www.dbiconsultants.com

FIRM REGISTRATION NO: F-002225



September 16, 2020

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

RE: Deer Crossing Preliminary Plat Dated September 2020

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

• Please use correct Approval Certificate as shown in Sec. 65-30.(f).(4)

The Preliminary Plat is recommended for approval pending the above mentioned items being addressed.

Please contact me if you should have any questions or need additional information.

Sincerely,

Jacob Dupuis, P.E.

DANIEL & BROWN INC.

118 MCKINNEY STREET | PO BOX 606 | FARMERSVILLE, TEXAS 75442

OFFICE 972-784-7777 | www.dbiconsultants.com

FIRM REGISTRATION NO: F-002225



September 17, 2020

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

RE:

Lake Haven MUD

Dated September 17, 2020

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The following comments have been provided to the developer but not resolved. The developer responses are shown below.

- Concept Plan
 - o Traffic Impact Analysis required for development of this size.
 - We are addressing the TIA requirement via a separate formal letter pertaining to the delivery of such report within the timeframe of 60 days.
- Preliminary Engineering
 - Storm sewer and sewer force main utilities running across lots should be rerouted to streets or across frontage of lots.
 - Storm sewer will be looked at in more detail during construction document phase and possibly re-routed as well.

All other comments and issues have been fixed by the developer. The Concept Plan and Preliminary Plat for Lake Haven MUD are both recommended for approval pending:

- Obtaining the TIA and implementing any requirements necessary
- Re-routing of force main utilities out of lot backyards

I am available for any questions you may have.

Sincerely,

Jacob Dupuis, P.E.

DANIEL & BROWN INC.

118 McKinney Street | PO Box 606 | Farmersville, Texas 75442

OFFICE 972-784-7777 | WWW.DBICONSULTANTS.COM

FIRM REGISTRATION NO: F-002225

A 1 - O 1'	
Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Board of Adjustment Minutes
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	Board of Adjustment Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action



FARMERSVILLE CITY COUNCIL SITTING AS THE FARMERSVILLE ZONING BOARD OF ADJUSTMENT REGULAR SESSION MINUTES For September 22, 2020, 7:30 P.M.

I. PRELIMINARY MATTERS

Mayor Wiebold called the meeting to order at 7:30 p.m. Council members Dwain Mathers, Craig Overstreet, Mike Henry and Terry Williams were all present. Jim Hemby was not in attendance. City staff members Ben White, Sandra Green and City Attorney, Alan Lathrom were also present.

II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

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

III. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon a request for a variance from the requirements of Section 77-52(d)(3) of the Farmersville Code to allow the minimum front yard setback for the existing structure on the northern approximately one/half (½) of the property situated at 303 Windom, which property is currently platted as one lot Lot 82, Block T of the Farmersville Old Donation and zoned for "SF-2 Single Family Dwelling 2" zoning district uses, to be reduced from the minimum required front yard setback of 30 feet to approximately 18 feet, which northern approximately one/half (½) of the property is proposed to be replatted as Lot 82-A while retaining the minimum required front yard setback of 30 feet on the southern of the property which is proposed to be replatted as Lot 82-B provided that all other requirements of the Farmersville Code are met save and except to the extent previous variances have been approved. The property is generally located at 303 Windom, Farmersville, Texas 75442.
 - Mayor Wiebold opened the public hearing at 7:31 p.m. and asked if

- anyone wanted to speak for or against the item.
- Lance Hudson, applicant, stated he was originally granted a variance to divide the property because where the current house sat the lot would only be 50 feet wide instead of 60 feet. He said he is now asking for a variance for the front building line to be 18 feet instead of the required 30 feet since he is remodeling the existing house and not tearing it down.
- Mike Henry asked if he tore down the house would he go back to the 30 feet setback.
- Lance Hudson stated he would, but he had no intention of tearing the house down.
- Terry Williams asked if he had completed any remodeling on the house yet.
- Lance Hudson stated he has not at this point.
- Craig Overstreet asked if the front yard setback was the only variance he was asking for.
- Lance Hudson explained this was the only variance he was requesting at the meeting, but there was a previous variance that was already granted.
- Mayor Wiebold asked if there was anyone else that wanted to speak for or against the agenda item.
- No one came forward so he closed the public hearing at 7:34 p.m.
 - Motion to approve the variance made by Mike Henry
 - o 2nd to approve was Terry Williams
 - All council members voted in favor

IV. ADJOURNMENT

Meeting was adjourned at 7:34 p.m.

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

Agenda Section	Consent Agenda
Section Number	IV.C
Subject	Fire Department Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	Monthly Summary
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 FIRE DEPARTMENT MONTHLY CITY COUNCIL REPORT September 2020

- 1. The department is working daily preparing for our next Pre ISO inspection November 19th, and the actual ISO inspection scheduled for December 02nd.
- 2. The department assisted the Farmersville High School by bringing the Quint to their first home game and flying the flag from the top of the ladder.
- 3. We have several events scheduled for October:
 - a. October 10th Extrication Class at Wylie Auto Towing
 - b. Celebrative bon fire at the High School October 7th.
 - c. Air Pack Inspection by Hoyt Breathing Apparatus October 2nd.
 - Assisting at the Trick-it-Up Bike ride October 24th.
- 4. Both the Chief and Assistant Chief will be attending a required Fire Chief Academy being held in San Marcos October 25th thru October 30th.

Respectfully Submitted:

Kim R. Morris Farmersville Fire Chief

Agenda Section	Consent Agenda
Section Number	IV.D
Subject	Public Works Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	Public Works 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



Public Works Monthly Report

Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

Public Works General

- 1. Lost time accidents for the year.
 - a. Total Number for 2020-2021: 0
 - b. Accidents in Month: 0
- 2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

Street System

- 1. Currently active projects in priority order
 - a. Farmersville Parkway, 4 lane divided (phase: engineering, completion percentage: 15%)
 - Condemnation continues to acquire ROW on the northwest corner of Audie Murphy Parkway and Collin Parkway.
 - Construction has started.
 - Collin Parkway electrical poles are set.
 - Zayo cable/fiber runs need to be relocated to new poles before old poles can be removed.
 - Upcoming activity
 - Asphalt removal at intersection of Farmersville Parkway and Collin Parkway
 - Clear vegetation on Collin Parkway
 - Relocate water and sewer utilities
 - Relocate electrical along Farmersville Parkway
 - Clear vegetation on Farmersville Parkway
 - Relocate fence along Farmersville Parkway
 - b. Hamilton Street reconstruction (phase: preconstruction, completion percentage: 60%)
 - Utility relocation is complete
 - West half of concrete pavement is complete

- Preparing to install east half of concrete pavement
- c. County Road 699 (phase: construction, completion percentage: 5%)
 - Survey stakes installed
 - Negotiated with Patriot Concrete to secure contractor for soil preparation with lime. Contractor scheduled to start week of 12 Oct 2020.
- d. Main Street area/bad and faded signs
 - Upcoming sign updates:
 - Washington Street at Candy Street
 - Washington Street at McKinney Street
 - Main Street at Candy Street
 - Main Street at Farmersville Parkway
- 2. Priority backlog items
 - a. Institute railroad silent crossings
 - b. Maintenance resurfacing and panel replacement
 - Farmersville Parkway at South Washington Street intersection (complete)
 - North Washington Street by intermediate school
 - Beene Street

Water System

- 1. Currently active projects in priority order
 - a. Completed waterline for Pieville/Sugar Hill/Main Street Antiques fire suppression systems (phase: preconstruction, completion percentage: 100%)
- 2. Priority backlog items
 - a. Replace cast iron/galvanized water lines:
 - Rolling Hills galvanized water lines
 - Windom Street from 7th Street alley to Sycamore
 - Hill Street between Orange and Bois D' Arc
 - Lee Street
 - b. Chlorine injection system.
 - c. Recoat/rehab north elevated water tank.

Waste Water System

- 1. Currently active projects in priority order
 - a. WWTP #1 trickling filter arm redesign. (phase: engineering, completion percentage: 60%)
 - Design due for completion by 15 Oct 2020
 - Next steps:
 - Formulate bid package
 - Construct and install new arm
 - b. WWTP #2 rerating. (phase: engineering only, completion percentage: 80%)
 - Rerating engineering report is complete. DBI is currently working on submitting the report to TCEQ for approval.
 - This will increase our overall capacity for the City of Farmersville from an average flow capacity of 0.755 MGD to 0.979 MGD.

- c. WWTP #3 collector line design (phase: engineering only, completion percentage: 93%)
- d. East side lift station with gravity main and force main (phase: construction, completion percentage: 96%)
 - Electrical power to the site is established!
 - Pending tasks for completing project
 - Final station checkout
 - Interconnections with AFI and CMC
 - Removal of old lift stations
- e. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 7%)
- f. Floyd Road lift station reconstruction with force main. (phase: engineering, completion percentage: 5%)
- 2. Priority backlog items
 - a. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
 - b. Infiltration project: Point Repair, 1746 Rike Street.
 - c. South side lift station construction
 - d. North side lift station SCADA installation
 - e. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

Storm Water System

1. No new news.

Property and Buildings

- 1. Currently active projects in priority order
 - a. Remodel Civic Center kitchen. This item is funded by the Centennial Committee. (phase: construction only, completion percentage: 90%)
- 2. Priority backlog items
 - a. Rambler Park: ADA swing set and non-ADA swing set installation
 - b. Downtown: repair/paint gazebo
 - c. Install remaining banner mounts downtown.
 - d. City Hall: sidewalk replacement where old generator was housed
 - e. Riding Arena: greeting sign with rules
 - f. Southlake Park: playground equipment repair
 - g. Rambler Park: gazebo relocation

Electrical System

- 1. Currently active projects in priority order
 - a. Improve distribution system reliability related to shorts brought about by animals and tree limbs.
 - i. Harden all pole mounted transformer deployments to animal shorts by insulating wire connection to distribution line and adding bushing animal guard. Remove open wire secondary associated with these transformers as necessary (60% complete)

- ii. Improve distribution line fusing coordination. Replace transformers with fast blow fusing at a minimum. (60% complete)
- iii. Improve phase balance of the entire system by changing transformer phase connection selections on a case by case basis. (100% complete)
- 2. Substation and transmission line improvements (phase: concept only, completion percentage: 45%)
 - a. Continued working with Garland P&L and Burns & McDonald to set possible site locations
- 3. Removing temporary distribution lines from Collin College. (50% complete)
- 4. Charlie's Hamburger service connection. (30% complete)
- 5. Priority backlog projects
 - a. Aston States electrical distribution network build.
 - b. Copper primary replacement, North Rike from College to Houston

Refuse System

1. No new news.

High Speed Internet Service

1. On-going meetings with Layer Zero to further refine approach. Currently looking at grant opportunities associated with the CARES Act.

Agenda Section	Consent Agenda
Section Number	IV.E
Subject	City Manager's Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	City Manager's Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action



City Manager Monthly Report

Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

City Manager General

- 1. Top priority items:
 - a. Make Collin College successful.
 - b. Complete Collin/Farmersville Parkway.
 - c. Complete Hamilton Street.
 - d. Create/support "Keep Farmersville Beautiful" Program
 - e. Be ready for and promote growth.
 - i. Thoroughfare Map planning
 - ii. Land Use Map Planning
 - iii. Comprehensive Plan Update
 - iv. New Waste Water Treatment Plant
 - f. Fiber optic network business case decision.
 - g. Keep the Police and Fire Department running optimally.
 - h. Electrical system substation relocation.

Ordinances and Resolutions

- 1. New
 - a. Create preservation ordinance. P&Z has recommended a committee review and make suggestions for changes. (in-progress)
 - b. Budget year 2020/2021 budget and tax related ordinances (complete)
 - c. Lakehaven ordinance for ETJ expansion (complete)
 - d. ATMOS rate resolution (complete)
 - e. Eminent domain resolution concerning Collin Parkway (complete)
 - f. Sister city resolution, Holzwhir, France (in-progress)
 - g. NTMWD contract and side agreement (in-progress)
- 2. Change
 - a. Zoning change for Reliable Concrete and Nelson Brothers sent to P&Z for public hearing. Zoning change denied by P&Z (complete)
 - b. Zoning ordinance, accessory building requirements. (backlog)
 - c. Zoning ordinance, zoning map. (backlog)

Contracts/Agreements

1. Enterprise fleet management. (in-progress)

- 2. Mr. Peacock accounting contract. (complete)
- 3. Boundary agreements with the Josephine and Caddo Mills. (in-progress)
- 4. Review and make changes as necessary to the Riding Club ILA. (backlog)

Planning

- 1. Thoroughfare, bike/trail, and land use map public forum and approval. (in-process)
- 2. Update comprehensive plan. A great deal of emphasis is being placed on reconfiguring the Land Use Map and the Thoroughfare Map. (in-progress)
 - a. Board/Committee review complete: August 2018
 - b. Land Use Map and Thoroughfare Map redevelopment: August 2020
 - c. Interim rewrite: February 2021
 - d. Planning and Zoning review and Public Workshop: March 2021
 - e. City Council review: April 2021
 - f. Planning and Zoning Public Hearing: May 2021
 - g. Public hearing and Council approval: June 2021

Policy/Procedural Changes

1. Website development and maintenance policy. (backlog)

Customer Service Window

1. Customer service lobby is now open during normal business hours!!! Drive thru window continues to be open.

Personnel Related Matters

- 1. Karen Dixon has retired. Good luck Karen!!!
- 2. One police personnel requisition continues to be open.
- 3. New animal control person has been hired, Anthony Karmek.
- 4. Insurance open enrollment process is now closed.

Budget/Finance

- 1. The 2020/2021 budget process is now complete.
- 2. Audit process has continued for next year's audit.
- 3. Working on application for financial transparency award through the State Comptroller's office. (in-progress)

Development Services

- 1. Collin College
 - a. Construction continues. Construction completion target is now Jan 2021.
 - b. Collin/Farmersville Parkway. Please refer to the Public Works Report under the "Streets" section for a progress report.
- 2. Patriot Concrete
 - a. Below is list of remaining items that need to be finished regarding the development agreement:
 - Execute paperwork so materials sold are FOB Farmersville (complete)
 - Install lighting with no light pollution
 - Readjust light to improve glare to CR 699
 - Elliott Electric making recommendations to change light fixture to reduce light pollution related to fixtures around wash down area.
 - Complete planting of trees and grass on perimeter.
 - Install irrigation system. Irrigation system is being designed by Oak Grove Landscape

- Complete ground cover
- Some trees need to be replanted
- Originally was to complete on 17 Jul 2020
- Complete minimum eight foot screening wall
 - Wall is complete and painted however some designed gaps need to be filled in and tiered ends need to be finished
 - Originally was to complete on 17 Jul 2020
- Complete platting of property. Establish use as industrial high impact
 - High Impact Industrial ordinance
 - Zoning request has been denied by P&Z
 - Originally scheduled for completion on 11 Aug 2020
- Issue CO for operations building and maintenance building
- Construct impervious internal driveways
- Improvements to CR 699
 - Please refer to the Public Works Report under the "Streets" section for a progress report.
- Meet all requirements of performance criteria and development agreement
- Originally scheduled to complete end of August 2020

3. Nelson Brothers

- a. Below is list of remaining items that need to be finished regarding the development agreement:
 - Complete platting of property. Establish use as industrial high impact
 - Zoning request has been denied by P&Z.
 - Improvements to CR 699
 - Pay applicable tap fees and impact fees
 - Install minimum eight foot screening wall
 - Complete planting of trees and grass on perimeter
 - Install irrigation system
 - Install ground cover
 - Complete internal driveways with impervious surface
 - Install lighting with no light pollution
 - Execute paperwork so materials sold are FOB Farmersville

4. Camden Park

- a. Phase I/II housing construction continues, 143 total homes
 - Camden, 52 homes total
 - Permitted: 52
 - Models: 0
 - Completed: 52
 - Sold: 50
 - Under Construction: 0
 - DR Horton, 91 homes total
 - Permitted: 91
 - Models: 2
 - Completed: 85
 - Sold: 85
 - Under Construction: 6
- b. Phase III infrastructure continues construction, 135 total
 - Camden
 - Permitted: 10

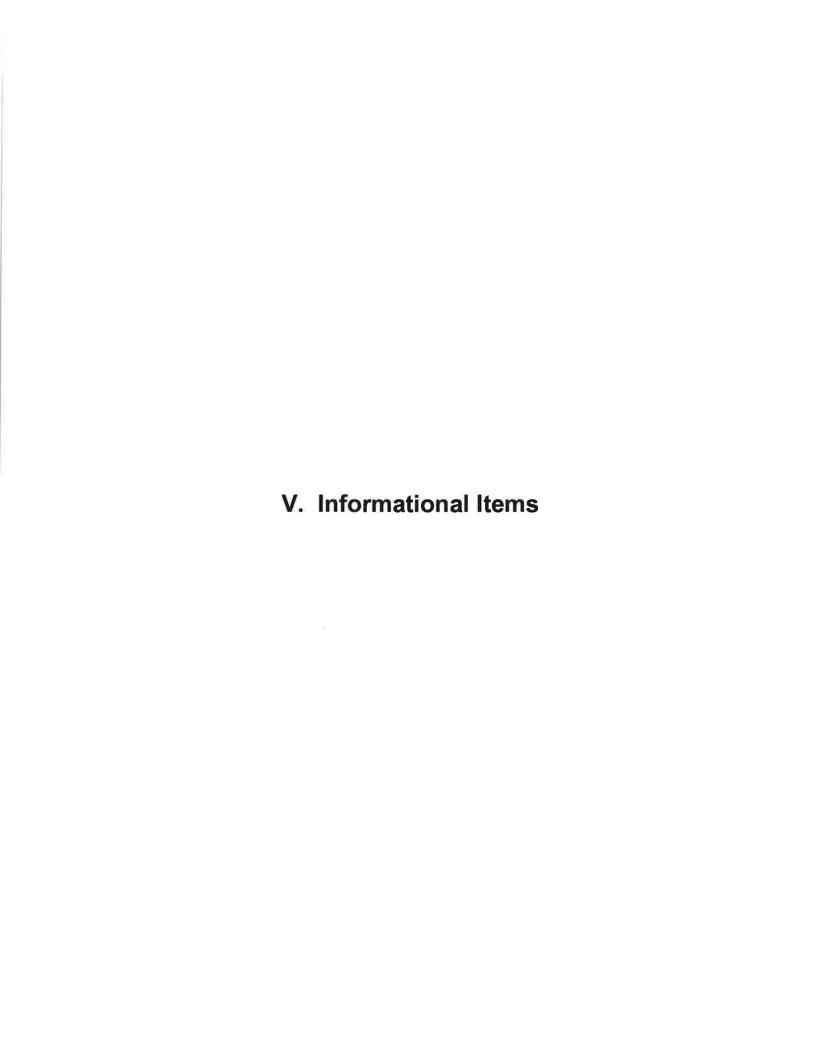
- Models: 1
- Completed: 0
- Sold: 0
- Under Construction: 10
- DR Horton
 - Permitted: 0
 - Models: 0
 - Completed: 0
 - Sold: 0
 - Under Construction: 0
- 5. Pieville
 - a. 107 South Main Street continues under construction.
 - b. Water line for fire suppression system is complete.

Information Technology

1. Completed research for possible IT services contract change.

Special Events/Projects

- 1. Farmers and Fleas event has been transferred from the Main Street organization to the Chamber of Commerce. The event is now referred to as Farmersville Market.
- 2. Main Street's Scare on the Square special event has been cancelled.



Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 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 CITY AMENITIES BOARD MINUTES FOR August 13, 2020

Present: Randy Smith, Karen Rice, Regina Fryman and Judy Brandon Absent: Dorothy Stephenson. Also present: Council Liaison Terry Williams, Librarian Trish Dowell and Paula Jackson as staff.

I. PRELIMINARY MATTERS

Meeting was called to order by Randy Smith at 4:15

II. APPROVAL OF MINUTES

July 2, 2020 Minutes

- Motion made by: Karen Rice to approve
- Second made by: Judy Brandon
- Motion carried all in favor.

III. SENIOR CITIZEN CENTER:

A. Discuss Possible Part-Time Employee

- Randy stated this will be to start talking purposes only at this time since the Senior Center is not open at this time. Just thought this would be the time for advance planning and to get comments from the board.
- Judy Brandon stated that she had heard that Randy had gone to 4B for funding.
- Randy stated he did go to the 4B meeting. Paula Jackson filled out the paperwork to present to the Board. And it will come back to the next meeting on August 17, 2020
- Paula Jackson asked if she could fill in some information. And stated the City Manager had to cover all of the grant applications that were going before the 4B board with the City Attorney. The Attorney reviewed and passed along to Ben White that the Amenities Board cannot ask for funding from the 4B. this position would need to be funded by the City of Farmersville. And that the Amenities Board would need to make a request to the City Council for a part-time position for the Senior Center.
- Regina Fryman asked for clarification on this item. Regina stated the Amenities would have to have their own Budget.
- Paula reacted by stating that the Amenities can't have a budget as they are an advisory board.
- Regina asked about maintenance to the Center. Who do they go to for repairs.
- Paula stated the request would start with the City and if it was a large repair we would go to the Centennial Committee for funding.

B. Review form given to 4B for consideration regarding Part-time person.

This item was covered with the last item

C. Consider, discuss and act upon recommending to the City Council that the Food Bank be moved to the Senior Center.

Judy Brandon stated that she was not ready for this item as of yet. There is a lot of work to be done

- Motion made by: Judy Brandon to table this item until later in the year
- Second made by: Regina Fryman
- Motion carried all in favor

IV. LIBRARY/CIVIC CENTER: Trisha Dowel

- Trisha Dowell stated Library has been doing Online and Phone reservation for Curbside Pickup and Drop Off on Tuesday, Thursday and Saturday from 10 am – 1 pm.
- Trisha stated they have been ordering new books and getting them ready to rent among other things. The Library has also started taking 2 reservations a week for family's to bring their kids in. So it would be the first family on Tuesday and then the second family on Saturday. Also making copies and new Library card by appointment.
- Starting the 20th the Library will be open Tuesday thru Saturday 9-1 curb side and computer use.
- The library has also started a version of summer reading program called
 Traveling through the Pages, they have a Passport with stickers for each book
 they read in this list of books. When they read 10 out of 20 books they bring
 their Passport to the Library and get a coupon for a free ice-cream at Hibbitts.
- Trisha stated she has filled out an application from the State Library system is doing funding for E Books and E Apps, at No cost to us.
- Trisha also stated she is working the FISD to a membership to the North Texas Go Program to offer digital books for the students of the FISD and Library members. This is a \$3K project and the FISD will pay \$1500.00 and grant will go before 4B for \$1500.00 for our portion.

V. RE-OPEN

Discuss how to get the word out to the public when the it's time to re-open Senior Center, Library and Center

The Library, City, Chamber Website and the Farmersville Times.

VI. TIME OF MEETINGS

a. At this time the Amenities Board meetings on the 1st Thursday at 4:15 PM. Paula will make sure to have a calendar for the next meeting so that the Board can discuss this item further.

VII. BUILDING WALK THROUGHS

 Randy stated that he feels it would be a great idea to walk through each of the Buildings: Senior Center, Library and the Civic Center to let the Board see importance of each building.

- The Board would like to know if they can pause the meeting and reconvene at each building.
- Paula Jackson stated that she would check with the attorney and see if that is legal.

VIII. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Walk through the Building
Ask for City to fund part-time employee

IX. ADJOURNMENT

Adjourned at 5:05

ATTEST:

Paula Jackson, Assistant to the City Manager

APPROVE:

Randy Smith, CHAIF



FARMERSVILLE CITY AMENITIES BOARD MINUTES FOR September 3, 2020

Present: Randy Smith, Karen Rice, Regina Fryman, Dorothy Stephenson and Judy Brandon. Also present: Council Liaison Terry Williams, and Librarian Trisha Dowell as staff.

I. PRELIMINARY MATTERS

Meeting was called to order by Randy Smith at 4:15 p.m.

II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

There was no public testimony

III. APPROVAL OF MINUTES

August 13, 2020 Minutes

Karen made a motion to approve the minutes with discussed changes. Judy seconded; all were in favor.

IV. SENIOR CITIZEN CENTER

A. Consider, discuss, and act upon recommending to city council hiring a parttime employee for the Senior Citizen Center.

The board discussed creating a job description.

B. Consider, discuss, and act upon any changes to the Bylaws for the Senior Citizen Center.

The board discussed if there were current bylaws for the amenities board or if the board needed bylaws. Ben White, City Manager, gave an update saying there were no bylaws and the city will research it and get back to the board. Judy made a motion to table the bylaw discussion until questions are answered and if it is known if the board has bylaws already in place. Regina seconded; all were in favor.

C. Consider, discuss, and act upon any changes to the rules for the Senior Citizen Center.

Regina made a motion for everyone to read all the rules and bring back ideas/changes to discuss at next meeting. Karen seconded; all were in favor.

D. Discussion regarding building walk-throughs.

Sandra Green, City Secretary, gave an update to the board informing them that resuming a meeting at a different location is legally tedious and it would be better all-around to meet separately and discuss at the next meeting date. Trisha let the board know that she will have the keys to the buildings and will be available for board members to do walkthroughs individually.

V. LIBRARY/CIVIC CENTER

A. Report from Trisha Dowell.

Trisha updated the board on the summer reading program, that some kids have participated and earned their free ice cream reward. She also updated the board that Collin County approved the library funding request for the upcoming fiscal year, which is approx. \$30,000.

B. Comments and Concerns.

There were none.

VI. DATE AND TIME OF MEETINGS

A. After discussion, Regina made a motion to accept the 4th Thursdays at 4:00 p.m. of each month for the time and date of the Amenities board meetings. Dorothy seconded; all were in favor.

VII. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Bylaws for amenities board Discuss building walk-throughs Rules for Senior & Civic Center

VIII. ADJOURNMENT

Adjourned at 5:12 p.m.

ATTEST:

Trisha Dowell, Library Director

APPROVE:

Randy Smoth, CHAIR

City Amenities Meeting September 3, 2020

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 13, 2020
Attachment(s)	Financials Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

FARMERSVILLE COMMUNITY DEVELOPMENT CORP 4B SEPTEMBER 2020 FINANCIAL BUDGET REPORT

Farmersville Community Development Corp 4B September 2020

Statement Balance 9-1-2020	\$107,418.78
Deposits:	
Sales Tax:	\$22,477.62
New Checking Int05%	\$4.46
Wire Fee	\$(10.00)
Checks 2986-2992	\$(10,162.48)
Balance 09-30-2020	\$119,728.38

Outstanding Transactions

Sales Tax

Transfer to Texpool

CD Interest

Outstanding checks 2948 (Farmersville Rotary) \$(169.00)

 Outstanding checks
 2993-3000
 \$(21,263.62)

 Balance 10-08-2020
 \$98,295.76

Farmersville Community Development Corporation Financial Statement For the Fiscal Year Ended September 30, 2020

	FY2019 Revised	1000 E														Actual	%
Revenue:	Budget	October	November		December	January	February	Z	March	April	May	June	July	August	September	Ę	
Sales Tax Collections	S272.000	\$23.856	\$22 R21		\$24 BDD	69F E94	920 70		010	1							
Interest Income	100	420,000	v	6		166,624	3/1076	ŧ			\$24,293	\$19,6	\$25,218	\$ 31,705	\$22,477,62	\$ 289,493	106,43%
Misc	3				A) (0	סס	~ ~	s# 20	ഗ ന	10 \$	7	2 \$	3	4	\$4.46	S 78	78.46%
Wire Eop																9	
		(OL)	A	% (DL)	(10)	(10)	(10) 8	~	ь	(10) \$	(10)	\$ (10) \$	(20)	\$ (10)	-810 00		
New Check Stock		\$ (243)	_														
Keimbursement								υs	180								
Transfer from TEXPOOL/or cash in bank																001	
Total Revenue	\$ 272,100	\$ 23,610	\$ 22,818	s	24,897 \$	25,530	\$ 28,790	S	23,267 \$	17,180 \$	24,290	\$ 19,635 \$	25.201	\$ 31.699	\$22 472 08	5289 389	106 25%
	EY2019															20000	
	Budget	October	November	- 1	December	January	February	M	March	April	May	June	July	August	Seotember	Actual	*
Expenses																	
Main Street Personnel & Supplies																	
Personnel	\$ 42,827				69	15,483					¥	10,674				, ,	0 7 7
Legal Services	\$ 500										,				607'71	47,446	%67.0FT
Supplies/training/dues	\$ 3,500	\$ 1,882		G	406 \$	1,525	609 \$	ss.	2.612	49	1.364 \$	204 &	20	2	37.5	0.470	00000
Main Street - Downtown Main Street Projects	\$ 10,000									•				3	0000	0,470	270.00%
Main Street 20 year celebration in 2020	9														0,203	6,203	02.03%
Reimburse City of Accounting Services	\$ 1,000														000	1 7	000
Chamber of Commerce	\$ 15,000	\$ 15,000													000'	000'1	%00 00L
Mays building taxes	\$ 1,086										v	1 086				000,61	700.007
Christmas Decor	\$ 8,755				ьэ	818	\$ 7.855				, •					000'1	100.00%
Fire Dept Sparks of Freedom	\$ 6,500									4	6 500	ú	1003 3/				800 001
Farmersville Historical Society Repairs	\$ 5,300				69	5.300				•		0,000					%00.00L
Farmersville Heritage Museum Repairs	\$ 10,000				•		10,000	_									%00.00L
Night at the Museum Opening	\$ 9.175											6					100.007
Rambler Park Updates	\$ 6.250				65	4 684				6	1 564	7					%66.66
JW Spain Batting Cages					•					9	+ 00'					6,248	86.98
Farmersville Billboard Promotion	\$ 12.300	\$ 725	69	\$ 526	975	1 200		U	725	U	007.0	260		0			
Sound System	\$ 7,000		69	40 s	40 \$	20	202		8	·	2007	200	200	3,230	1,300	12,800	204.07%
Music in the Park						ì			3	•		3		7	, to	4	8 A TO
North Texas Coalitlon	\$ 5,000	\$ 5.000														000	7000
National Night Out	*																% 00 00 I
Farmersville PD cops & rodders car show	•																
Rotary Club	\$ 4,031						\$ 4.031									•	400,000
Citizens Assisting Farmersville Police	\$ 100							69	100								20000
Quitt Guild	\$ 3,000	\$ 3,000														3000	100 00%
Total Expenses	\$ 151,324	\$ 25,607	s	1,015 \$	1,421 \$	29,030	\$ 22,765	s	3,476 \$	\$ -	12,206 \$	27,835 \$	3,013	\$3,340	\$28,037	\$1	104.24%
Excess Revenue Over Expenses	120.776	(1.997)	21.803		23 476	(3 501)	6.025	554	19 701	17 180	12 CBA	(000 a)	22 100	035.00	(202.0)	424 643	

\$ 343,895.42 \$ 344,369.57 \$ 344,844.16 \$ 346,310.58 \$ 346,041.67 \$ 346,111.14 \$ 546,126.82 \$ 546,364.01 \$ 546,342.61 \$ 546,542.69 \$ 65.10 \$ 65.10 \$ 66

TEXPOOL Balance Interest income-TEXPOOL Total Available Texpool Funds

Agenda Section	Informational Items
Section Number	V.C
Subject	Farmersville Economic Development Board (Type A)
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	Financials 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 ECONOMIC DEVELOPMENT CORP 4A SEPTEMBER 2020 FINANCIAL BUDGET REPORT

Farmersville Economic Development Corp 4A September2020

Statement Balance 09-01-2020

\$244,314.43

\$22,477.62

\$60.75

Deposits:

Sales Tax:
Cking Int .30%
CD Interest
Loan repayment

 Loan repayment
 \$2,622.04

 Cleared Checks 1323-1325
 \$(16,160.00)

Statement balance 9-30-2020

\$253,314.84

Outstanding Transactions

Sales Tax Transfer to Texpool CD Interest Oustanding checks

Balance 10-8-2020

\$253,314.84

Farmersville Economic Development Corporation Cummulative Income Statement For the 12 Months Ended, September 30, 2020

	FY 2019													
	Budget	October	November	December	January	February	March	Andi	Man	l trans				
Beginning Bank Balance		\$96,754.53	\$116,025,46	\$75.921.57	\$102 557 96	C434 246 40	70 3	400 007	may	aune	Anno	August	September	Ē
Deposits					20112012	04'047'1010		166,3/3.19	\$208,555.80	\$235,479.92	\$250,345.13	\$209,929.72	\$244,314,43	
Sales Tax Collections	\$206,000.00	\$23,855,68	\$22,820.97	\$24.899.52	\$25,530,62	CO 707 003	* ********	47 470 00						
Interest Income cking	\$100.00	\$4.17	\$4.65	53.65	N 25 CA	07.39	-	70.01	79767.576	819.643.08	\$25,218.30	\$31,705,39	\$22,477.62	\$289,493,65
Now Account Interest						20.40		087	29.46	\$20.09	\$61.02	\$57.28	\$60,75	\$246.51
Loan Repayment					80 000 04		-			\$12.68	\$65.56	\$55.57	\$63.48	\$207.29
Transfer to Texpool					\$6.022 UF	\$2,622,04	\$2,622.04	\$ 2,822.04	\$2,622.04	\$2,622.04	\$2,622.04	\$2,622,04	\$2,622.04	\$23,598.36
Transfer From Texpool														
Texpool Interest	\$24,000.00	\$1,724.60	\$1,466.99	\$1.468.36	\$1 443 07	E4 350 95	\$044 BA	2000	201100					
CD Interest Earned	\$13,250.00			\$1,558,22	\$530.82	20000011	-	372.05	2744.20	\$190.58	\$189.44	\$160.95	\$129.BZ	\$9,680,65
Total Revenue	\$243,350.00	\$ 120,614,38	\$ 138.851.08	S 102 382 9K		* 463 555 64	* 400 000 4	1	-1.	100000000000000000000000000000000000000	\$372.95	- 1		\$2,834,94
Expenses:		-		1		104,000,34		208,555,50	\$ 235,479,92	\$ 257,765.13	\$ 278,619,44	\$ 244,314.43	\$ 269,474,84	325,061,40
Administration	\$1,000,00													
Meeting Expenses	\$1,000.00											\$1,000.00		\$1,000.00
Dues/School/Travel	\$5,200,00	\$2,088.92								100 1000				↔
Office Supplies	\$200.00									(00.67T)&				\$1,913,92
Legal Service	\$2,500.00													ψ
Marketing/promotion Expenses	enses													d)
Marketing/Promotion Expenses/Advertision	\$11 160 00													os.
The state of the s	67 C00.00													e)
Small Business	\$7,500.00			0.0			1 14						all (o,
Entrepreneurship Conf	\$500.00													9
Tex-21	\$2,500,00	\$2,500.00												d.
Farmersville Chamber	\$1,000.00													\$2,500,00
Farmersville Rotary	\$500.00												21,000,00	\$1,000,00
Total Expenditures	\$33,060.00	\$4,588.92	٠	4						100 3514				sò.
Directive Business Incentives	ives								*	(00°071)e		\$1,000.00	\$1,000.00	\$6,413,92
Colfin Callege Elect Dist (150k)	\$135,000,00										662 666 70			4
Planner Land Use Map(\$36k)	\$30,000.00									00 000 25	56 130 00		644 450 00	\$03,009.72
Electrical Substation Loan	\$210,000.00		\$62,929.51								20,000		PATE IOU.UI	\$20.7 TO.UU
Façade Grant Program	\$50,000.00													904,329,30
Total Development Cost	\$425,000,00	J												4 200
Total Expenditures	\$458,060.00	\$4,588.92	\$62,929.51	*		*			vi	\$7 420 00	558 689 77	64 000 00	645 450 00	\$100,199.23
Revenue vs Expenditures	(5214,710)											20'220'5	20010010	0 70000
From Reserves Total Expenditures	\$214,710.00	\$4 588 92	562 929 64	J									37	
Section Order Order		2000000	-						À	27,245.00	\$68,689.72	\$1,000.00	\$15,160.00	\$159,613.15
Linding bank banance		\$116,025,46	2/5,921.57	\$102,382.96	\$131,246.48	\$162,685.94	\$188,373.19	\$208,555.80	\$235,479.92	\$250,520.13	\$209,929.72	\$243,314.43	\$253,314.84	
Now Account										\$257,291.31	\$257,356.87	\$257,442.44	\$257,485.92	
CD Investment		2500,000.00	\$500,000.00	_ I	\$500,000.00	\$500,000.00		\$500,000.00	\$500,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	
Texpool Balance		\$1,064,022.22	\$1,065,489.21	- 1	\$1,068,400.64	\$1,069,750.99	\$1,070,662.63	\$1,071,063,22	\$1,071,307.48	\$1,071,498.06	\$1.071,687.50	\$1.071.848.45	\$1,071,978.27	
Total Available Funds		\$1,680,047.68	\$1,641,410.78	\$1,669,340.53	\$1,699,647.12	\$1,732,416.93	\$1,759,035.82	\$1,779,619.02	\$1,806,787.40	\$1,829,309.50	-		\$1,832,779.03	

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 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.E
Subject	Parks & Recreation Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 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 PARKS AND RECREATION BOARD MINUTES FOR September 3, 2020

Present for the meeting: Miranda Martin, Suzie Grusendorf, Beverly Mondy, Misty Wiebold, Charlotte Holloway and John Young. Absent was Kiel Cathey. Also present: Paula Jackson as staff.

I. PRELIMINARY MATTERS

Meeting was called to order by Sandra Green at 5:11

II. APPROVAL OF MINUTES

- Motion made by Charlotte Holloway to approve August 13, 2020 meeting minutes
- Motion seconded by Suzie Grusendorf
- Motion carried

III. REGULAR AGENDA

A. Update on ADA Swing and Play area surface cost:

- The amount that we have to spend currently is \$40k. for Rambler Park. The last meeting the board talked about putting the pouring place under the ADA swing and the Mulch/Pellets under the other swing.
- Charlotte asked what is the difference between the two products?
- Miranda passed around samples of the pour in place and explained the difference of the two samples which are solid and 50/50. The 50/50 mix is easier with sun.
- 1. Warranty on pour in place 5 years
- 2. Warranty on the Mulch/Pellets 12 years
- Misty Wiebold added she would to get the comparison for cost savings between the Pour in Place and Mulch.

B. JW Spain parking lot project drawing

 Ben White stated the money from the Collin County Open Space Grant was \$50,000 and \$50,000 was the match. The focus was on the ADA. Everyone had a copy of the improvements. Ben stated the City will go to the County and ask for more Open Space Grants.

C. Rambler Park

1. Phases and Drawings

Farmersville Parks and Recreation Meeting September 3, 2020

- Miranda explained to the board the layout & phases
 - 2. Budget
- Ben showed the Board the CIP Project Description sheets which the City's Budget is formed.
- The Board discussed moving the 2-5 Playground, and adding a 5-12 yr Playground.
- D. Consider, Discuss and act upon a Park Plan for the following Parks
- Ben White shared with the board he wants to see more work in the Parks Plan of the Comprehive Plan. Ben suggested the board requests the funds for a professional planner for Parks to help with a park plan for a 5 to 10 year plan.
 - 1. City Park: Music in the Park
- 2. South Lake Park: The Park Equipment needs attention. Ben stated about 4 years ago the City did a sidewalk project, and the dock has been redone. The south side of the park area has black land prairie grass.
- 3. JW Spain: Parking lot being done now
- 4. Riding Arena: nothing at this time
- 5. Chaparral Trial: In the process of conveying 8.1 miles more of the trail.
- 6. The land for the Park in the Camden Park Subdivision: Note* at this time the park dedication fees were not paid. The City of Farmersville's in process of collecting as we speak.
- Miranda stated she wants to bring up the Ordinance for Park Dedication for review.
- E. Consider, Discuss and act upon making a recommendation to the City Council changes to the Little League Contract.
- Miranda said there are several things in this document that needs to be corrected
 one being where it stated City Amenities it should be Parks and Recreation. Miranda
 went on to say it would be best if we take this contract home and study it and bring it
 back to the next meeting for further reviews and comments to create the
 recommendation to Council.
 - Motion made by Charlotte Holloway to take home and study the document.
 - Motion seconded by Beverly Mondy
 - Motion carried all in favor

IV. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

JW Spain Concession Stand
JW Spain Budget and Land spacing
Rambler Park Equipment
Ordinance on Park Land Dedication
Little League Contract

Cost comparison for pour in place and mulch playground cover

V. ADJOURNMENT

Motion to Adjourned at 7:04 Charlotte Holloway Motion Seconded by Suzie Grusendorf Motion carried

Farmersville Parks and Recreation Meeting September 3, 2020

ATTEST:

Paula Jackson, Assistant to the City Manager

APPROVE:

Miranda Martin, CHAIR

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove 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 13, 2020
Attachment(s)	Financials Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. ☐ No motion, no action

TIRZ BOARD SEPTEMBER 2020 FINANCIAL BUDGET REPORT

TIRZ September 2020

Statement Balance 09-1-2020

\$123,036.69

Deposits:

Cking Int CBTX

\$8.94

Wire Fee

Transfer from Texpool

Bond Payment

\$(90,137.51)

Statement balance 9-30-2020

\$32,908.12

Outstanding Transactions

Balance 10-08-2020

\$32,908.12

TIRZ
Cummulative Income Statement
For the 12 Months Ended, September 30, 2020

	UZ02 1 1													
	Budget	October	November	December	January	February	March	April	Mav	hine	2	Anoma	Anones Contracts	ţ
Beginning Bank Balance Deposits		\$129,598.19	\$129,817.05	\$129,982.97	\$129,410.23	\$129,570.59	\$99,568.83	99,692.04	\$137,805,85	\$137,817.19	\$123,004.50	\$123,021.02	\$32,899.18	
Ad Valorem Tax Collection	\$410,000.00							22, 103, 20	6					\$38,109.20
Interest Income cking	\$14,400.00	\$218.86	\$165,92	\$177,26	\$160.36	\$135.75	\$123.21 \$	4.61	51130	90 000	6	7	1	
Misc deposit		\$20.00							5	310.00	A die	/9 CL¢	28 94	\$1,056,50
wire fee		\$(20.00)												
Transfer to Texpool							\$305,619,56							
Transfer From Texpool		\$135,314,28									9007 450 00			\$305,619,66
Texpool Interest		\$562.22	\$435.32	\$435.76	\$428.22	\$400.72	> 71 5465	233 20	6655	200000	00 BCL 707¢		1700	100000000000000000000000000000000000000
Total Revenue	\$424,400.00	\$129,817,05	\$129,982.97	\$130,160,23	\$129 570 59	S129 706 34	800 600 000	6437	02.24.0	2010.92	208.08	262.62	\$50.46	\$3,226.50
Expenses:							2000000	60'00'00'00'	81.710,7616	\$157,855,25	\$330,180.02	\$123,036.69	\$32,908.12	\$348,011.86
Administration	\$2,000.00													
Meeting Expenses	\$2,000.00									674.00				sh i
Dues/School/Travel	\$2,000.00									07				\$71.20
Office Supplies														d (
Legal Service										22 750 55				h
Debt Service										95,138,30				\$2,759,55
Interest Payment	\$60,275.00			\$750.00		\$30,137,51						407 104		4
Principal Payment	\$60,000.00											TG. 15.1.054		\$61,025.02
Directive Business Incentives	98											nn nnn noe		\$60,000,00
Waterine		\$135,314,28												, vi
Texas A&M broadband study	\$12,500.00	1								00,000,000	00 6c1./02¢			\$342,473.28
Street Improvement	\$300,000.00									2,2000				00.000,21\$
Total Expenditures	\$438,775.00	\$135,314.28		\$750.00		\$30,137.51				27 058 213	450 00	590 477 54		40000000
Revenue vs Expenditures	(\$14,375)										2000111000	101101100	6	CU,E2C,024,UD
From Reserves	\$14,375													(2120,214)
Ending Bank Balance		\$(5,497.23)	\$129,982.97	\$129,410.23	\$129,570.59	\$99,568.83	\$99,692.04	\$137,805.85	\$137,817.19	\$123 004 50	\$423.024.02	\$22 899 48	C+ 808 CE3	
Texpool Balance	\$450,507.41	\$315,755.35	\$316,190.67	\$316,626.43	\$317,054.65	\$317,455.37	\$623,350.17	\$623,583.37	\$623,725.57	\$623,836,52	\$416,767,21	\$416.829.83	\$416,880.29	
Total Available Funds		\$310,258.12	\$446,173,64	\$446,036.66	\$446,625.24	\$417,024.20	\$723,042.21	\$761,389,22	\$761,542,76	\$746.841.02	5539.788.23	5449 729 04	CA40 788 41	

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	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.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	 Petition from Collin College 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 Disapprove Move item to another agenda. No motion, no action



August 31, 2020

Benjamin L. White City Manager City of Farmersville 205 S. Main Street Farmersville, TX 75442

RE: Joinder in Petition for Abandonment of County Road 611 Section

Mr. White, Ber,

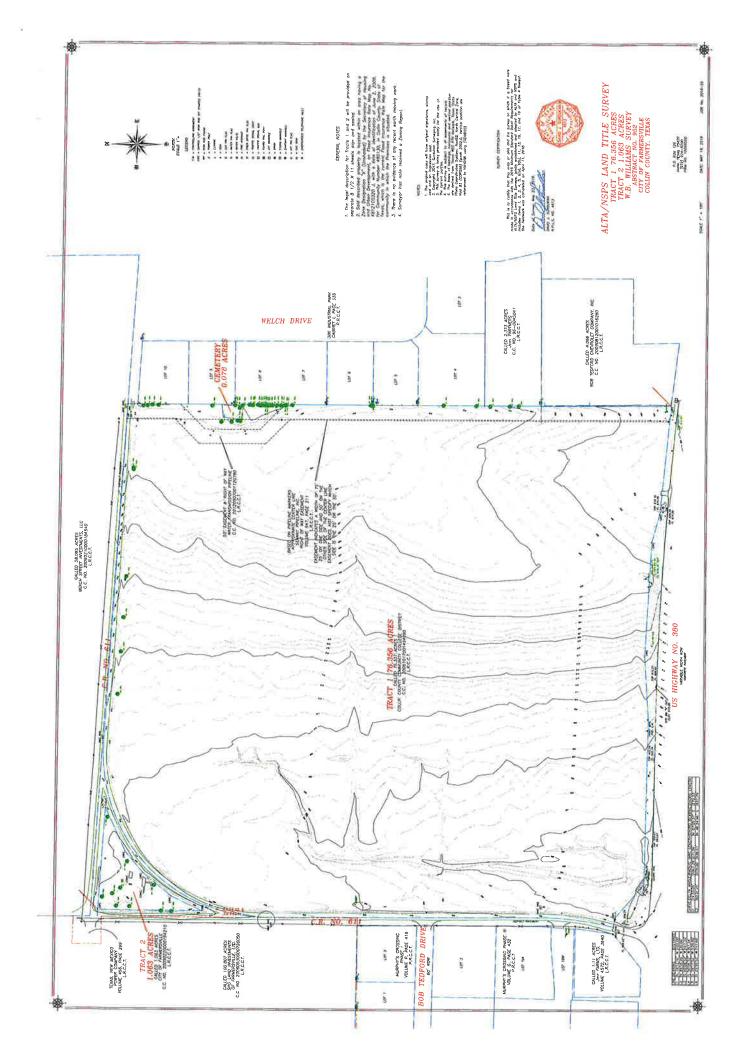
As you know, Collin County Community College District ("Collin College") owns the property abutting the southern side of the sweeping curved section of a road that is identified as "Old McKinney Road" that extends from the north-south section of County Road 611 and ties in to the east-west section of County Road 611, allowing travelers to avoid what was the three-way intersection of County Roads 611, 610 and 612 (the "Sweeping Curve Segment"). The property abutting the northern side of the Sweeping Curve Segment is owned by the City of Farmersville.

Pursuant to Texas Transportation Code § 311.008, Collin College hereby submits this petition to the City Council of the City of Farmersville, Texas, requesting that the City of Farmersville, join in this petition as the only other abutting property owner and take all further actions necessary to vacate, abandon, and/or close the Sweeping Curve Segment at its earliest convenience. Collin College respectfully submits this petition so that the City of Farmersville may vacate, abandon, and/or close the Sweeping Curve Segment by city ordinance.

Should you have any questions regarding this petition or need additional information from Collin College to effectuate this request, please contact me.

Silled Ely,

H. Neil Matkin, Ed.D. District President Collin College



CITY OF FARMERSVILLE ORDINANCE #2020-1027-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, 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 _____ 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 _____ 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:

SECTION 1. 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.

SECTION 3. 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.

<u>SECTION 5.</u> 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.

This Ordinance shall take effect immediately from and after its passage and publication

SECTION 7: EFFECTIVE DATE

as required by law.	
PASSED on first reading on the day second reading on the day of _ scheduled meetings of the City Council of quorum present, and approved by the May	the City of Farmersville, Texas, there being a
	CITY OF FARMERSVILLE, TEXAS

BRYON WIEBOLD

Mayor

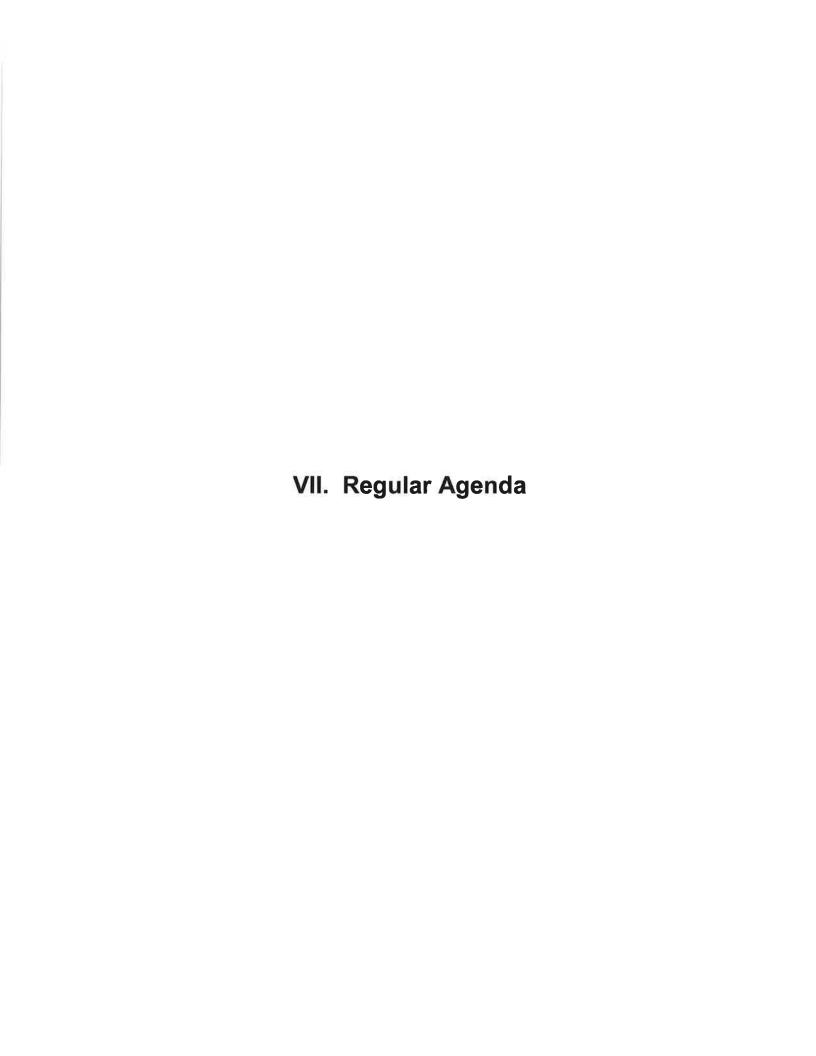
ATTEST:	
SANDRA GREEN City Secretary	
APPROVED AS TO FORM:	
ALAN D. LATHROM City Attorney	

EXHIBIT "A"

Depiction of Sweeping Curve Section

EXHIBIT "B"

Description of Sweeping Curve Section



Agenda Section	Regular Agenda	
Section Number	VII.A	
Subject	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.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 13, 2020	
Attachment(s)	 Memo R-2020-1013-001 Exhibit 1 – Contract Amendment Exhibit 2 – Settlement Agreement 	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php	
Consideration and Discussion	City Council discussion as required	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 	



RUSSELL RODRIGUEZ HYDE BULLOCK

1633 Williams Drive Building 2, Suite 200 Georgetown, Texas 78628 www.txlocalgovlaw.com Office: 512.930.1317 Fax: 866.929.1641

Partners:

Kerry E. Russell Arturo D. Rodriguez, Jr. George E. Hyde Bradford E. Bullock Caroline A. Kelley

Associates:

Cathie A. Childs Jonathan W. Needle

Of Counsel:

Karrie H. Marling

October 6, 2020

To:

Ben White, City Manager

From:

Art Rodriguez, Special Counsel

Re:

First Amendment to North Texas Municipal Water District Water Supply Facilities Amendatory Contract and separate Settlement Agreement

between the parties

In 2016, the Cities of Garland, Mesquite, Plano, and Richardson ("Petitioning Cities"), petitioned the Public Utility Commission of Texas asserting that the wholesale water rates charged by the North Texas Municipal Water District ("District") were adverse to the public interest and urging the PUC to set the wholesale water rates. The main grievance of the Petitioning Cities is that the District's "take or pay" contract is adverse to the public interest. Primarily, the assertion is that the Petitioning Cities' water usage peak had been met years before and are now paying for water that they no longer use due to conservation and other measures.

The Petitioning Cities, the District, and the remaining nine member cities ("Member Cities") engaged in a contested hearing regarding the Petitioning Cities' grievance. The PUC Commissioners required the parties to engage in a mediation before deciding upon the grievance. The parties engaged in settlement discussions without seeking mediation.

Through extensive negotiations between the City Managers and legal counsels, two agreements are being presented to you for consideration by the City Council. The agreements provide as follows:

- The agreement updates the District's "take or pay" methodology by shifting the minimum take or pay amounts amongst the cities over the period October 1, 2020 to September 30, 2028, by applying a reduction of the minimum take-or-pay volumes from the cities which have higher minimums to those that have increasing minimum water demands based on those cities' growth (i.e., Natural Drawdown).
- After the Natural Drawdown period, a 5-year rolling average of water usage will be phased in over the succeeding five year period to allow for continual rebalancing of Minimum Take or Pay obligations amongst the Member Cities.
- Provisions to the District's annual budget process and water conservation planning are included.
- The Parties agree to refrain from lawsuits or other mechanisms to change the agreements for 20 years.
- Provisions for a process of independent review and financial analysis of the NTMWD's budget and finances are included.
- Provisions for the NTMWD to contribute \$6.6 million to the Member Cities to help offset expenses by the cities in achieving resolution of the matters in the dispute (which funds will be allocated proportionally).
- Dismissal of all pending legal actions surrounding the above issues.

For consideration by the City Council, enclosed is a draft resolution and draft agreements that implement the above provisions. If you have any questions, please let me know.

CITY OF FARMERSVILLE RESOLUTION #R-2020-1013-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, 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; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas, has determined it is in the best interests of the citizens of Farmersville to approve a Settlement Agreement, and any related agreements, including a First Amendment to the Regional Water Supply Facilities Amendatory Contract, to facilitate the settlement and finalization of all matters at the Public Utility Commission of Texas, PUCT Docket Nos. 46662, 47863 and 49043 - Petition of the Cities of Garland, Mesquite, Plano and Richardson Appealing the Decision by North Texas Municipal Water District Affecting Wholesale Water Rates.

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

SECTION 1. The recitals in the preamble above are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council of the City of Farmersville, Texas hereby approves a Settlement Agreement, and any related agreements, including a First Amendment to the Regional Water Supply Facilities Amendatory Contract, to facilitate the finalization of all matters at the Public Utility Commission of Texas, PUCT Docket Nos. 46662, 47863 and 49043 - Petition of the Cities of Garland, Mesquite, Plano and Richardson Appealing the Decision by North Texas Municipal Water District Affecting Wholesale Water Rates.

SECTION 3. The Mayor is hereby authorized to execute the Settlement Agreement, the First Amendment to the Regional Water Supply Facilities Amendatory Contract, and any related agreements and documents, upon review and concurrence by the City Attorney and the City's special legal counsel, in full settlement and resolution of Public Utility Commission of Texas; PUCT Docket Nos. 46662, 47863 and 49043. The form of said agreements being attached hereto and incorporated herein as Exhibit Nos. 1 and 2.

SECTION 4. This Resolution shall take effect and be in full force and effect from and after the date of its adoption and passage, and it is so resolved; and all resolutions of the City of Farmersville in conflict herewith are hereby amended or repealed to the extent of such conflict.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 13th DAY OF October, 2020.

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

FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT REGIONAL WATER SUPPLY FACILITIES AMENDATORY CONTRACT

THE STATE OF TEXAS : NORTH TEXAS MUNICIPAL WATER DISTRICT:

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL UTILITY DISTRICT REGIONAL WATER SUPPLY FACILITIES AMENDATORY CONTRACT (this "Amendment") made and entered into by and between North Texas Municipal Water District (the "District"), a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59 of the Texas Constitution and the following municipalities under the Constitution and laws of the State of Texas: City of Allen, City of Farmersville, City of Forney, City of Frisco, City of Garland, City of McKinney, City of Mesquite, City of Plano, City of Princeton, City of Richardson, City of Rockwall, City of Royse City, and City of Wylie (collectively, the "Contracting Parties").

WITNESSETH:

WHEREAS, the District has entered into a "North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract," dated as of August 1, 1988, a "North Texas Municipal Water District – City of Allen Regional Water Supply Facilities Agreement", dated October 1, 1998, and a "North Texas Municipal Water District – City of Frisco Regional Water Supply Facilities Agreement", dated October 1, 2001 (collectively, the "Contracts") with the Contracting Parties;

WHEREAS, as permitted by Section 14 of the Contracts and Section 24(m) of the Bond Resolutions authorizing the issuance of the District's outstanding bonds, the District and the Contracting Parties desire to amend the Contracts to change the allocation of the Annual Requirement (as defined in the Contracts) among the Contracting Parties by changing the basis for determination of each Contracting Party's minimum amount for purposes of calculating such Contracting Party's proportionate share of each Annual Requirement;

WHEREAS, the District and the Contracting Parties have agreed to amend the Contracts to accomplish such change of allocation together with certain updating changes pursuant to the terms of this Amendment; and

WHEREAS, capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and the Contracting Parties agree that the Contracts shall be amended and modified as follows:

Section 1. Amend Subsection 1(f) of the Contracts to read as follows:

(f) "Bonds" means the Outstanding Bonds listed in the preamble to this Contract, and all bonds, notes, or other obligations hereafter issued by the District, whether in one or more series or issues, and the interest thereon, to acquire, construct, complete, improve, and/or extend the System or any System facilities, including the Projects, and/or otherwise to improve or extend the System, and any bonds, notes or other obligations issued to refund any Bonds or to refund any such refunding bonds, notes, or other obligations.

Section 2. Amend Subsection 9(c) of the Contracts by adding a new Clause (3) after Clause (2), as follows:

- (3) <u>Updated Calculation Methods</u>. Notwithstanding any provisions of this Contract to the contrary, other than reduction of minimum amounts related to sales by Contracting Parties to other entities as set out in Section 9(c), commencing October 1, 2020, and ending on September 30, 2028 (the "Natural Drawdown Period"), a Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement), shall be calculated on the basis of the Natural Drawdown Method (hereinafter defined) and commencing October 1, 2028, and thereafter, such minimum amount will be calculated on the basis of the 5|5|1 Process (hereinafter defined).
 - (i) <u>Natural Drawdown Method</u>. For the purpose of calculating the minimum dollar amount of each Annual Requirement for which each Contracting Party is unconditionally liable during the Natural Drawdown Period, for each Annual Payment Period each Contracting Party's proportionate share of the Annual Requirement shall be calculated in accordance with the method described below, (the "Natural Drawdown Method")
 - (A) For the Annual Payment Period beginning October 1, 2020, each Contracting Party's annual minimum amount (in thousands of gallons) will be:

i.	City of Allen:	6,011,208
ii.	City of Farmersville:	280,467
iii.	City of Forney:	2,345,109
iv.	City of Frisco:	11,910,250
V.	City of Garland:	13,721,955

vi.	City of McKinney:	11,963,029
vii.	City of Mesquite:	8,297,666
viii.	City of Plano:	26,719,809
ix.	City of Princeton:	660,682
x.	City of Richardson:	11,019,311
xi.	City of Rockwall:	4,190,133
xii.	City of Royse City:	565,932
xiii.	City of Wylie:	1,877,558

- (B) For each subsequent Annual Payment Period through the end of the Natural Drawdown Period, and where a Contracting Party's volume of water actually delivered by the District during the most recent Water Year is less than the Contracting Party's then-current minimum amount (such underusage of water referred to as the Contracting Party's "Under-Usage Water"), that Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) will be reduced for purposes of payment in subsequent payment periods by that Contracting Party's proportionate share of one-third (1/3) of the total Excess Water Usage (hereinafter defined) used by all Contracting Parties and parties to other Contracts (as described in Section 4(c) hereof) who are not Contracting Parties (such Contracting Parties and other parties, collectively, "System Customers"); provided, however, that in no event shall a Contracting Party's minimum amount be reduced to an amount that is less than the gallons actually delivered to that Contracting Party during the prior Water Year. For these purposes "Excess Water Usage" means gallons of water delivered to any System Customer that exceed its then-current minimum amount.
- (C) A Contracting Party's proportionate share of the Excess Water Usage is calculated as the ratio of that Contracting Party's Under-Usage Water, to the sum of that Water Year's Under-Usage Water by all System Customers eligible for reduction in their minimum amount.
- (D) The minimum amount of a Contracting Party that has Under-Usage Water shall be drawn down at a 3:1 ratio such that for every three (3) gallons of Excess Water used by all System Customers with Excess Water Usage, one (1) gallon of water is drawn down, on a proportionate share basis, as determined in (C) above, thereby reducing the respective minimum amounts for those Contracting Parties.
- (E) For a Contracting Party that has Excess Water Usage in a Water Year during

the Natural Drawdown Period, that Contracting Party's minimum amount for the next Annual Payment Period will be determined based on that Contracting Party's usage in the immediately preceding Water Year.

An example of the calculations of the reduction minimum amounts under the Natural Drawdown Method described in this Subsection 9(c)(3)(i) is found on Attachment I hereto and incorporated herein for all purposes

- (ii) 5|5|1 Process. Starting October 1, 2028, each Contracting Party's minimum amount (for purposes of determining its proportionate share of the Annual Requirement) shall be calculated based on a five-year rolling average of water usage, phased-in over five (5) years (the "5|5|1 Process") to be implemented as follows:
 - (A) In the first year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding Water Year and four (4) years of that Contracting Party's then-current minimum amount as adjusted at the end of the Natural Drawdown Period (the "Base Minimum"), and dividing that sum by 5.
 - (B) In the second year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the immediately preceding two (2) Water Years and three (3) years of that Member City's Base Minimum, and dividing that sum by 5.
 - (C) In the third year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding three (3) Water Years and two (2) years of that Member City's Base Minimum, and dividing that sum by 5.
 - (D) In the fourth year of the 5|5|1 Process, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the preceding four (4) Water Years and one (1) year of that Member City's Base Minimum, and dividing that sum by 5.
 - (E) Finally, in the fifth year of the 5|5|1 Process (that is, the rate year commencing October 1, 2032), and each year thereafter, a Contracting Party's minimum amount shall be calculated by taking the sum of a Contracting Party's actual usage in the immediately preceding five (5) Water Years and dividing that sum by 5.

- **Section 3.** Amend the last sentence of Section 9(d) and amend Section 9(f) of the Contracts to read as follows:
- (d) ... Such Excess Water Charges, after payment of any rebates pursuant to policies of the District, shall be distributed to the Contracting Parties in the same manner as surplus budgeted funds as provided in Subsection 9(g).
- (f) Other Revenues. During each Annual Payment Period, the revenues derived from sales of System water, other than sales of treated water to Contracting Parties, shall be credited to and be used for paying part of the Annual Requirement in the manner determined by the District, with the result that such credits shall reduce, to the extent of such credits, the amounts which otherwise would be payable by the Contracting Parties pursuant to the methods prescribed in subsections (a), (b), (c), and (e) above. The District shall estimate all such credits which it expects to make during each Annual Payment Period in calculating each Annual Payment. To the extent the District collects such other revenues in an amount in excess of the estimated credits, such excess amount shall be distributed to the Contracting Parties in the same manner as surplus budgeted funds as provided in Subsection 9(g).

Section 4. Amend Subsection 9(g) of the Contracts in its entirety to read as follows:

month prior to the beginning of each Annual Payment Period hereafter the District shall furnish each Contracting Party with a tentative or preliminary estimated schedule of the monthly payments to be made by such party to the District for the ensuing Annual Payment Period. On or before the first day of the second calendar month prior to the beginning of each Annual Payment Period hereafter the District shall furnish each Contracting Party with an updated estimated schedule of the monthly payments to be made by such Party to the District for the next ensuing Annual Payment Period. Prior to the first day of each Annual Payment Period hereafter the District shall furnish each Contracting Party with a final estimated schedule of the monthly payment to be made by such Party to the District for the next ensuing Annual Payment Period, together with the supporting budgetary data showing the basis for arriving at such schedule.

Any surplus budgeted funds remaining on hand at the end of any Annual Payment Period in excess of amounts necessary to pay the Annual Requirement, including, to the extent reasonable, any operation and maintenance fund balances and other reserves established by the District, shall be distributed no later than May 1 of the following Annual Payment Period to the Contracting Parties proportionately based upon the respective amounts of treated water actually

delivered to the Contracting Parties for the preceding Water Year. Nothing in Subsection 9(g) shall be construed to limit the budgeting and rate-making authority of the District. Each Contracting Party hereby agrees that it will make payments to the District on or before the 10th day of each month of the Annual Payment Period. If any Contracting Party at any time disputes the amount to be paid by it to the District, such complaining party shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by such complaining party should have been less, or more, the District shall promptly revise and reallocate the charges among all Contracting Parties in such manner that such complaining party will recover its overpayment or the District will recover the amount due it.

Section 5. Amend Section 15 of the Contracts by adding a second paragraph as follows:

In particular, but not by way of limitation, in accordance with 30 Tex. Admin. Code Section 288.5(1)(f), as amended, the Contracting Parties agree and the District shall require each party to an Other Contract, as described in Section 4 of this Contract to agree to develop and implement a water conservation plan or water conservation measures using the applicable elements of Chapter 288, Subchapter A of Title 30 of the Texas Administrative Code, to the extent that it has not already done so. Any contract for resale of water provided hereunder or resale of such resold water by a Contracting Party or a party to an Other Contract shall contain provisions requiring water conservation measures using the applicable elements of such Administrative Code Section. In accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, as it may be amended from time to time, the Contracting Parties agree to file, or provide to the District for filing, all information required by such Rule 15c2-12.

Section 6. This Amendment shall become effective as of the date that an order(s) adopted by the Public Utility Commission of Texas dismissing or allowing withdrawal of PUC Docket Nos. 46662, 47863, 49043, and 50382 become(s) final and non-appealable.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amendment to be duly executed in several counterparts, each of which shall constitute an original.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on this the ___day of ______, 2020, by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (the "District"), a conservation and reclamation district and political subdivision of the State of Texas, created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 62, Acts of the 52nd Legislature, Regular Session, 1951, as amended (the "District Act"), and the following:

CITY OF ALLEN, IN COLLIN COUNTY, TEXAS
CITY OF FARMERSVILLE, IN COLLIN COUNTY, TEXAS,
CITY OF FORNEY, IN KAUFMAN COUNTY, TEXAS,
CITY OF FRISCO, IN COLLIN AND DENTON COUNTIES, TEXAS
CITY OF GARLAND, IN DALLAS COUNTY, TEXAS,
CITY OF McKINNEY, IN COLLIN COUNTY, TEXAS,
CITY OF MESQUITE, IN DALLAS AND KAUFMAN COUNTIES, TEXAS,
CITY OF PLANO, IN COLLIN AND DENTON COUNTIES, TEXAS,
CITY OF PRINCETON, IN COLLIN COUNTY, TEXAS,
CITY OF RICHARDSON, IN DALLAS AND COLLIN COUNTIES, TEXAS,
CITY OF ROCKWALL, IN ROCKWALL COUNTY, TEXAS,
CITY OF ROYSE CITY, IN ROCKWALL AND COLLIN COUNTIES, TEXAS,

CITY OF WYLIE, IN COLLIN COUNTY, TEXAS (collectively such cities being referred to as the "Contracting Parties").

and

WITNESSETH

WHEREAS, each of the Contracting Parties is a duly incorporated city and political subdivision of the State of Texas operating under the Constitution and laws of the State of Texas; and

WHEREAS, the District and the Contracting Parties are authorized to enter into this Agreement; and

WHEREAS, the District presently owns various water rights and owns and operates other water supply and treatment facilities (the "System") which serve the Contracting Parties; and

WHEREAS, the District has entered into a "North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract," dated as of August 1, 1988 (the "1988 Contract"), a "North Texas Municipal Water District – City of Allen Regional Water Supply Facilities Agreement," dated October 1, 1998, and a "North Texas Municipal Water District – City of Frisco Regional Water Supply Facilities Agreement," dated October 1, 2001 (collectively, the "Contracts") with the Contracting Parties; and

WHEREAS, the District presently supplies and sells treated water from the System to the Contracting Parties under the Contracts; and

WHEREAS, the Cities of Garland, Mesquite, Plano, and Richardson, Texas ("Petitioning Cities") presented to the Public Utility Commission of Texas ("PUCT") petitions seeking the PUCT's review of the District's rates for fiscal years 2017, 2018, 2019, and 2020, which the PUCT respectively assigned Docket Nos. 46662, 47863, 49043, and 50382 (collectively referred to as the "PUCT Proceedings"); and

WHEREAS, the Petitioning Cities have agreed to request that the PUCT allow the Petitioning Cities to withdraw the petition in Docket No. 46662 with prejudice and that the PUCT issue a final order dismissing the proceedings in Docket No. 46662, and have agreed to otherwise withdraw with prejudice the petitions in Docket Nos. 47863, 49043, and 50382 upon issuance of a final, non-appealable order by the PUCT dismissing the proceedings in Docket No. 46662; and

WHEREAS, the District and the Contracting Parties (collectively the "Parties") deem it necessary and advisable that the Contracts be amended, such amendments reflected in a separate document entitled First Amendment to North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract (the "Contract Amendment"); and

WHEREAS, the Parties agree that resolution of the PUCT Proceedings by unanimous settlement agreement is in the public interest; and

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Contracts, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

I. <u>COVENANT TO DEFEND NATURAL DRAWDOWN METHOD AND 5|5|1 PROCESS</u>. The Parties agree:

- **A.** That the Natural Drawdown Method and the 5|5|1 Process set forth in Section 2 of the Contract Amendment for calculating a Contracting Party's minimum amount is just and reasonable.
- **B.** For a period of not less than twenty (20) years, not to seek, aid, or support review by the PUCT or its successor agency of the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- C. For a period of not less than twenty (20) years, not to institute, prosecute, or in any way aid any action or suit at law or in equity against any Contracting Party or the District for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether known or unknown, past, present or future, arising out of or related to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment, except for claims by any Contracting Party against the District arising out of misapplication of the method for calculating a Contracting Party's minimum amount.
- **D.** For a period of not less than twenty (20) years, not to seek, support or aid in obtaining legislative changes to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- **E.** To oppose efforts by any entity not a party to this Agreement to seek legislative changes to the method for calculating a Contracting Party's minimum-amount agreed to and as described in Section 2 of the Contract Amendment.
- **F.** If any entity not a party to this Agreement seeks review by the PUCT, or its successor agency, of the method for calculating a Contracting Party's minimum amount as described in Section 2 of the Contract Amendment, the District and the Contracting Parties agree:
 - 1. To support the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment; and
 - 2. To oppose changes to the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment.
- **G.** Any party to this Agreement that seeks review by the PUCT and/or through litigation in the courts of the method for calculating a Contracting Party's minimum amount agreed to and as described in Section 2 of the Contract Amendment, shall

be responsible for the costs of participation in such review and/or litigation of all parties to this Agreement.

- II. <u>ELIGIBILITY FOR CHANGE IN MINIMUM-AMOUNT METHODOLOGY</u>. The District's Board of Directors may apply the methods of determining the minimum amount described in the Contract Amendment to a contract entered into under Section 4(c) of the 1988 Contract provided that
 - **A.** Any such contract shall specifically and unambiguously state the terms of the applicable method of determining the minimum amount payable thereunder, and
 - **B.** Any such contract shall provide that the District's Board of Directors has exclusive authority to determine rates set pursuant to such contract as such rates may be changed from time to time.
- III. INDEPENDENT REVIEW. By March 1, 2021, and on each third anniversary of such date thereafter, the District shall engage an independent, third-party consultant to perform a financial management analysis of the audited financial information and all additional relevant information for the System for the three preceding Fiscal Years. The Independent Review shall include Items A through G, as stated below, and such other items as determined by the Board.
 - A. The reasonableness of Operations and Maintenance Expenses for the System;
 - **B.** The assignment of shared costs to the District's various systems, including the System, and functionalization of expenses as variable versus fixed;
 - C. Confirmation of the amount of the required Bond Service Component as defined in Section 9(a)(B) of the Contract, and compliance of such amount with the Contract and the applicable Bond Resolutions;
 - **D.** Confirmation of balances in any funds required to be established or maintained by the provisions of the Bond Resolutions, including but not limited to, examination of balances in any debt service reserve funds and compliance of such balances with the requirements of the Bond Resolutions;
 - **E.** Examination of balances, including the need for and the reasonableness of such balances, in any other special, contingency, reserve, or other funds established by Board policy but not otherwise required to be established or maintained by the provisions of the Bond Resolutions; and

F. Examination of the District's collection and application of Other Revenues as described in Section 9(f) of the Contracts, as amended, so as to reduce, to the maximum extent feasible, the amounts that otherwise would be payable by the Contracting Parties for treated water.

The consultant's review shall include, but will not be limited to, calculation of just and reasonable rates, including analysis of any appropriate surcharge or premium, to be charged to non-Contracting Parties in existing (when allowed by contract), new, renewed or amended contracts, taking into consideration: (1) the status of the Contracting Parties as long-term capital contributors to the System with joint and several liability for repayment of bond indebtedness, (2) the Contracting Parties' primary right to water from the System (as set out in Sections 1a(12) and 7(c) of the District's Enabling Act); (3) the non-Contracting Parties' water demands including demand for future infrastructure and water resources; and (4) any other relevant considerations requested by the District's Board of Directors.

G. Examination of the District's compliance with Section 9 of the Contracts, as amended, in setting the Annual Requirement and base rate.

The consultant shall deliver a report addressing the Independent Review within nine (9) months of being engaged by the District. During the annual budget process, the District's Board of Directors will review all recommendations contained in the consultant's report. Unless the Board of Directors votes to reject any or all of the consultant's recommendations prior to adopting the District's annual budget, the Board of Directors shall implement the consultant's recommendations that were not rejected by a vote of the Board.

- IV. **DISTRICT SETTLEMENT CONTRIBUTION.** The District has agreed to contribute \$6.6 million payable to [INSERT NAME OF ESCROW AGENT] to facilitate resolution of disputes related to the PUCT Proceedings. The contribution by the District shall not be counted in determining the District's Annual Requirement for any year.
- V. <u>EFFECTIVE DATE</u>. This Agreement shall become effective upon the Contract Amendment becoming effective.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Agreement.

NORTH TEXAS MUNICIPAL WATER DISTRICT

	BY
ATTEST:	
Secretary, Board of Directors	
	APPROVED AS TO FORM AND LEGALITY:
	Attorneys for the District
(District Seal)	
	CITY OF ALLEN, TEXAS
	BYMayor
	Mayor
	APPROVED AS TO FORM AND LEGALITY:
	City Attorney
(City Seal)	
ATTEST:	
City Secretary	

CITY OF FARMERSVILLE, TEXAS

		BY
		BYMayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	
		CITY OF FORNEY, TEXAS
		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	

CITY OF FRISCO, TEXAS

		BY	
		Mayor	
		APPROVED AS TO FORM AND LEGALITY:	
		City Attorney	
(City Seal)			
ATTEST:			
	City Secretary		
		CITY OF GARLAND, TEXAS	
		BY	
		Mayor	
		APPROVED AS TO FORM AND LEGALITY:	
		City Attorney	
(City Seal)			
ATTEST:			
	City Secretary		

CITY OF McKINNEY, TEXAS

		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	
		CITY OF MESQUITE, TEXAS
		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	

CITY OF PLANO, TEXAS

		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	
		CITY OF PRINCETON, TEXAS
		BY
		City Manager
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	

CITY OF RICHARDSON, TEXAS

		BY	
		BYMayor	
		APPROVED AS TO FORM AND LEGALITY:	
		City Attorney	
(City Seal)			
ATTEST:			
	City Secretary		
		CITY OF ROCKWALL, TEXAS	
		BYMayor	
		APPROVED AS TO FORM AND LEGALITY:	
		City Attorney	
(City Seal)			
ATTEST:			
<u> </u>	City Secretary		

CITY OF ROYSE CITY, TEXAS

		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
.	City Secretary	
		CITY OF WYLIE, TEXAS
		BY
		Mayor
		APPROVED AS TO FORM AND LEGALITY:
		City Attorney
(City Seal)		
ATTEST:		
	City Secretary	

NORTH TEXAS MUNICIPAL WATER DISTRICT

	By:	
	,	President, Board of Directors
ATTEST:		
Secretary, Board of Directors		
(DISTRICT SEAL)		
		CITY OF ALLEN, TEXAS
	By:	Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		

CITY OF FARMERSVILLE, TEXAS

	By:	
		Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		
		CITY OF FORNEY, TEXAS
	By:	Mayor
ATTEST:		•
City Secretary	-	
(CITY SEAL)		

City Secretary

(CITY SEAL)

CITY OF McKINNEY, TEXAS

	By:	
		Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		
		CITY OF MESQUITE, TEXAS
	By:	Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		

CITY OF PLANO, TEXAS

	By:	
		Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		
		CITY OF PRINCETON, TEXAS
	Ву:	City Manager
ATTEST:		
City Secretary		
(CITY SEAL)		

CITY OF RICHARDSON, TEXAS

	Ву:	Mayor
ATTEST:		
City Secretary (CITY SEAL)		
		CITY OF ROCKWALL, TEXAS
	Ву:	Mayor
ATTEST:		
City Secretary (CITY SEAL)		

CITY OF ROYSE CITY, TEXAS

	By:	Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		
		CITY OF WYLIE, TEXAS
	Ву:	Mayor
ATTEST:		
City Secretary		
(CITY SEAL)		

ATTACHMENT I

For illustrative purposes, the reduction in a Contracting Party's minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) under the Natural Drawdown Method described in Subsection 9(e) of the Contracts, would be calculated as follows:

- 1. Determine the total gallons of Excess Water Usage by all System Customers
 - E.g., 9 System Customers have a total Excess Water Usage of 10 million gallons.
- 2. Determine the total gallons of Under-Usage Water by all System Customers E.g., the only System Customers that have under-usage are Contracting Parties 1, 2, 3, and 4, which have total gallons of Under-Usage Water of 20 million gallons.
- 3. Determine each Contracting Party's gallons of Under-Usage Water, e.g.:

 Contracting Party 1: 8 million gallons of Under-Usage Water
 - Contracting Party 2: 6 million gallons of Under-Usage Water
 - Contracting Party 3: 4 million gallons of Under-Usage Water
 - Contracting Party 4: 2 million gallons of Under-Usage Water
- 4. Determine each Contracting Party's proportion of Under-Usage Water to the total gallons of Under-Usage Water ("Contracting Party's Share of Under-Usage Water")
 - Contracting Party 1 = 40% (8 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 40%)
 - Contracting Party 2 = 30% (6 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 30%)
 - Contracting Party 3 = 20% (4 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 20%)
 - Contracting Party 4 = 10% (2 million gallons of Under Usage ÷ 20 million gallons of total Under Usage = 10%)
- 5. Determine the respective Contracting Party's then-current minimum amount (for purposes of calculating its proportionate share of the Annual Requirement) for each Contracting Party that has Under-Usage Water and reduce each such Contracting Party's minimum

amount by its proportionate share of 1 million gallons for each 3 million gallons of Excess Water Usage. Thus:

	[A]	[B]	[C]	[D]	[E]	[F]
				1	Share of 1/3 rd of	
			Share		Excess	NT
	Current		of Under Usage	1/3 of	Usage of	New Annual
	Annual		[C] =	Total	Million	Minimu
	Minimu	Under	[B] / Total	Excess	Gallons	m
	m	Usage	Under	Usage	[E] =	[F] =
	[A]	[B]	Usage	[D]	[C] x [D]	[A] – [E]
Contracting Party 1	50	8	40%	3.33	1.33	48.67
Contracting Party 2	40	6	30%	3.33	1.00	39.00
Committee of the commit			2070	5.55	7.00	23.00
Contracting Party 3	30	4	20%	3.33	0.67	29.33
Contracting Party 4	20	2	<u>10%</u>	3.33	0.33	19.67
Total Under Usage	140	20	100%		3.33	136.67
Total Excess Usage	10					

Agenda Section	Regular Agenda			
Section Number	ımber 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 13, 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 			

Fleet Analysis for City of Farmersville

28	4.1	17	\$58	Annual	Net Cash Difference***		0	124,396	74,310	26,272	22,756	(2,589)	(11,718)	(17,611)	(39,331)	(26,456)	(9,014)	\$136,015
Proposed Fleet	Proposed Cycle	Est. New Vehicle Fuel Economy	Est. New Vehicle Maint		Fleet Budget		273,249	148,853	198,939	246,977	250,493	280,838	284,967	290,860	312,580	299,705	282,263	EST. TOTAL 10-YEAR SAVINGS
Propos	Propos	Est. New Vehicl	Est. New V		Equity**			-82,100	-98,030	-58,822	-72,573	-56,049	-70,716	-80,968	-22,069	-56,444	-57,998	EST. TOTAL 10
0.00%	11,548	\$2.10	21%		Est. Maintenance & Fuel		126,073	98,015	88,056	84,127	81,568	81,568	77,211	77,211	77,211	77,211	77,211	
h	S.		e Time	Fleet Cost	Aftermarket Up- Front Cost + Additional	Expense	42,190	38,450	51,051	34,317	27,312	41,133	44,951	61,096	23,917	45,417	29,529	
Fleet Growth	Annual Miles	Cost of Fuel	Percentage of Idle Time		Market Value Finance*			94,488	157,862	187,356	214,186	214,186	233,522	233,522	233,522	233,522	233,522	
			Pe		Purchase		104,986											
~		7.3	9		Leased		0	12	19	22	25	25	28	28	28	28	28	
28	8	\$173	15		Owned		28	16	6	9	က	3	0	0	0	0	٥	
et	cle	daint.	conomy	Fleet Mix	Annual Needs		3.3	12	7	က	7	9	∞	10	က	9	®	
Current Fleet	Current Cycle	Est. Current Maint.	Current Fuel Economy		Fleet Size		28	28	28	28	28	28	28	28	28	28	28	
ರ	no	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



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	LESSOR:	Enterprise FM Trust
		Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:			
		Signature:	<u></u>
Ву:		Dom	
Title:		Ву	
11101		Title:	-
Address:			
		Address:	
Date Signed			
		Date Signed	d:



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:



MASTER EQUITY LEASE AGREEMENT

		October 2020		
	This Master Equity Lease Agreement is entered into this	day of	, by and between Enterprise FM ⁻	Trust, a Delaware statutory trus
1	("Lessor"), and the lessee whose name and address is set fort	h on the signature page belo	w ("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
- (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").

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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.

Initiale	FFM	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:

Initials: EFM_____ Customer___

- (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 or any of their respective successors or assigns protecting against similar risks. Original certificates 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.

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 L а

essee without the prior written consent of Lessor a	nd/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 r	nay, at its option, replace, rathe	er than repair, the damaged	Vehicle with an equivalent vehicle, w	nich replacement
ehicle will then constitute the "Vehicle" for purpose	s of this Agreement; and (ii) if	Section 4 of a Schedule inc	cludes a charge for commercial autor	nobile 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 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 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, 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 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 with or in favor o

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

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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	Oity of Farmersville	Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature:	
Ву:	Bryon Wiebold	By:	Phil Bevel
Title:	Mayor	Title:	Finance Director
Address:	205 S. Main St.	Address:	1420 W. Mockingbird Ln. #640
	Farmersville, TX 75442	, indicate.	Dallas, TX 75247
Date Signed	d:	Date Signe	d:

Initials: EFM_____ Customer____



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:



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this day of	by Enterprise Fleet Management, Inc., a Missouri
WITNESSETH	
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the day of Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to tis supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement them in the Lease.	me be amended, modified, extended, renewed,
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursua 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 Vehicle shall begin on the continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier term shall each have the right to terminate this Agreement effective as of the last day of any calendar month with reless than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with such rights and obligations shall continue to be governed by the terms of this Agreement.	inated as set forth below. Each of EFM and Lessee spect to any or all of the Covered Vehicles upon not t to any or all of the Covered Vehicles shall not affect
4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle an Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connectic Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled serve fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market component only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO of body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or of accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Cotting (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure of (including, without limitation, lift gates and PTO of the Covered Vehicle assemble of the Covered Vehicle driven or replacement or the Covered Vehicle or replacement or the Covered Vehicle or replacement or the Cov	on with the maintenance or repair of a Covered of other fluids between changes, (c) tire repair and ices (including, without limitation, failure to maintain ts (this Agreement covers maintenance and repair ce or repair of chassis alterations, add-on bodies controls) which is installed or modified by a dealer, damage resulting from, related to or arising out of an overed Vehicle, improper use of the Covered Vehicle to maintain the Covered Vehicle as required by the loaner or rental vehicles or (k) if the Covered Vehicle (iii) front axle alignment. Whenever it is necessary ler of such Covered Vehicle or by a service facility obtain EFM's authorization for such service and grees to furnish an invoice for all service to a Covered or service order). EFM will not be obligated to pay thas complied with the above terms and conditions. Inufacturer, unless otherwise agreed to by EFM. Indred twenty (120) days prior to the last day of ave the prior consent and approval of EFM and any
5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, ar from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the E responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and col EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.	nd upon receipt of a monthly or other statement FM Card (other than any charges which are the nditions 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 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 twenty (20) 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 annum 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

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 Mayor	Signature:	Phil Bevel Finance Director
Title: Address:	205 S. Main St. Farmersville, TX 75442	Title: Address:	1420 W. Mockingbird Ln. #640 Dallas, TX 75247
Attention:		Attention:	
Fax #:	-	Fax #:	
Date Signed	d:	Date Signed	d:

C 2017 Enterprise Fired Management, Inc. H02213, MantAgine Fount

Customer

Initials: EFM_



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 <u>Enterprise Fleet Management Inc.</u>, a <u>Missouri corporation</u> ("EFM") and <u>City of Farmersville</u>, <u>Texas</u> ("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:



SERVICE AGREEMENT

This Agreement is entered into as of the _____ day of September, 2020, by and between Enterprise Fleet Management, Inc. (EFM), a Missouri corporation, and City of Farmersville, Texas (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	Address: 1420 W. Mockingbird Ln., #640 Dallas, Texas 75247	
Date Signed:	Date Signed:	

Agenda Section	Regular Agenda	
Section Number	VII.C	
Subject	Consider, discuss and act upon Resolution #R-2020-1013-002 regarding the City of Farmersville becoming a Sister City with Holtzwihr, France.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 13, 2020	
Attachment(s)	R-2020-1013-002	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cy 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 a future agenda. No motion, no action 	

CITY OF FARMERSVILLE RESOLUTION #R-2020-1013-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ACCEPTING AN INVITATION FROM AND AGREEING TO AFFILIATE WITH HOLTZWIHR, FRANCE AS SISTER CITIES

WHEREAS, many cities in the United States and across the world affiliate with one another as Sister Cities to foster friendship and collaboration for the mutual benefit of their communities by exploring cultural, educational and commercial opportunities; and

WHEREAS, the City of Holtzwihr, France, and the City of Farmersville, Texas have a very unique connection that draws them together – First Lieutenant Audie L. Murphy, the most decorated American combat soldier of World War II; and

WHEREAS, Audie L. Murphy grew up in and around the City of Farmersville, Texas, and the City of Farmersville, Texas is listed as Audie L. Murphy's Home-of-Record on his military dog tags; and

WHEREAS, during the World War II Battle of Holtzwihr on January 26, 1945, then Second Lieutenant Audie L. Murphy climbed on top of an abandoned burning tank destroyer and began firing its .50 caliber machine gun and almost single-handedly cut down an advancing German unit for which heroic conduct he was awarded the Medal of Honor and the Legion of Merit; and

WHEREAS, Audie L. Murphy's Homecoming Parade was held in Farmersville's historic downtown on June 15, 1945, and is commemorated by a Texas historical marker standing in the downtown district of Farmersville; and

WHEREAS, Farmersville celebrates Audie Murphy Day annually on the Saturday closest to Murphy's birthday of June 20th; and

WHEREAS, the citizens of Holtzwihr, on January 29, 2000, commemorated a memorial in the name of Lieutenant Audie L. Murphy, at the location where his acts of courage, valor, and sacrifice unfolded against the counterattack of the German army; and

WHEREAS, the citizens of Holtzwihr, every year around January 27th, perform a wreath laying ceremony in front of the Audie L. Murphy monument in celebration of their City's liberation from German occupation; and

WHEREAS, Farmersville has a thoroughfare named Audie Murphy Parkway and Holtzwihr has a street named Rue Audie Murphy; and

WHEREAS, Holtzwihr and Farmersville share the connection of Lieutenant Audie L. Murphy's storied historic and heroic achievements, and have both chosen to honor and celebrate America's most decorated combat soldier of World War II; and

WHEREAS, the City of Farmersville gratefully accepts the invitation from the City of Holtzwihr, France to establish a relationship as Sister Cities, in order to support and encourage opportunities for mutually beneficial practical exchanges in the fields of business, education, culture, history, and tourism,

and to develop friendship between the citizens of our two cities, share other common interests to promote mutual understanding among our citizens, and contribute to the furtherance of goodwill between our countries as well as to the prosperity and peace of the world;

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

Section 1. The Mayor of the City of Farmersville is hereby authorized and directed to express the City's acceptance of the City of Holtzwihr's invitation and in conjunction with Holtzwihr's Deputy Mayor formalize a Sister City agreement to be signed in ceremony by both of our Cities on a mutually specified date.

Section 2. This Resolution shall take effect immediately upon and from its passage.

DULY PASSED AND APPROVED, by the City Council of the City of Farmersville, Texas on this 13th day of October, 2020.

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

Agenda Section	Regular Agenda	
Section Number	VII.D	
Subject	Consider, discuss and act upon accepting donations from CBTx, Patriot Concrete, Brookshire's and Independent Bank for decorations.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	October 13, 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.E
Subject	Consider, discuss and act upon zoning of concrete batch plants and changing of zoning document.
То	Mayor and Council Members
From	Ben White, City Manager
Date	October 13, 2020
Attachment(s)	HII – High Impact Zoning Ordinance
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cycouncil 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

CITY OF FARMERSVILLE ORDINANCE #2018-1023-002

AN ORDINANCE OF THE CITY OF FARMERSVILLE. TEXAS. AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-41, "ESTABLISHMENT OF ZONING DISTRICTS," AND SECTION 77-53, "NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS," TO ESTABLISH A NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION INCLUDING THE IDENTIFICATION OF THE PURPOSE AND CERTAIN PERMITTED USES, PROHIBITED USES AND DEVELOPMENT STANDARDS; AMENDING SECTION 77-46, "SCHEDULE OF PERMITTED USES." TO IDENTIFY USES ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION; AND, AMENDING SECTION 77-54(A), "HIGHWAY COMMERCIAL OVERLAY DISTRICT," AS IT APPLIES TO USES ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING DISTRICT: PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General — Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

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

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

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), desires to amend Chapter 77 of the Farmersville Code to establish a new HII – High Impact Industrial zoning district to provide areas for manufacturing firms engaged in high impact industrial activity that are generally incompatible with residential, commercial and lower impact industrial uses and sensitive natural areas due to their high generation of traffic, noise levels, emissions, lighting and odors; and

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

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

SECTION 1. INCORPORATION OF FINDINGS

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

- SECTION 2. AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-41, "ESTABLISHMENT OF ZONING DISTRICTS," AND SECTION 77-53, "NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS," TO ESTABLISH A NEW "HII HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION INCLUDING THE IDENTIFICATION OF CERTAIN PERMITTED USES, PROHIBITED USES AND DEVELOPMENT STANDARDS
 - A. Amendment of Section 77-41, "Establishment of Zoning Districts," by adding "HII High Impact Industrial District" as a new zoning district

From and after the effective date of this Ordinance, Chapter 77 of the Farmersville Code is amended through the amendment of Section 77-41, "Establishment of Zoning Districts," by adding a new zoning district to be known as the HII – High Impact Industrial District such that the chart of zoning districts hereafter reads as follows:

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

B. Amendment of Section 77-53, "Non-Residential and Mixed-Use Zoning District Regulations," by adding a new Subparagraph (g) entitled "HII - High Impact Industrial" that identifies the purpose and certain permitted uses, prohibited uses and development standards

From and after the effective date of this Ordinance, Section 77-53, "Non-Residential and Mixed-Use Zoning District Regulations," is hereby amended to establish a new subparagraph (g) "HII - High Impact Industrial" zoning classification to read as follows:

- "(g) HII High Impact Industrial District.
 - (1) Purpose. The HII district is primarily intended to provide areas for manufacturing firms engaged in high impact industrial activity that is generally incompatible with residential, commercial and lower impact industrial uses and sensitive natural areas due to, among other things, traffic, noise levels, emissions, lighting and odors while allowing office and limited commercial uses which are harmonious with such high impact industrial uses.
 - (2) Permitted uses. See Section 77-46, Schedule of permitted uses for a complete listing.
 - (3) Area, yard and bulk requirements.

Description		Requirements	
Minimum Lot Area		15,000 sq. ft.	
Minimum Lot Widti	n	None	
Minimum Lot Dept	h	None	
Minimum Front Ya	rd	30 feet	
Minimum	Interior	None	
Side	Lot		
Yard	Corner	20 feet	
	Lot		
Minimum Rear Yar	rd	20'	
Maximum Lot Cove	erage	None	
Maximum Height		None, generally;	
Ţ.		Except 40 feet height	
		limitation if any part is located	
		within 40 feet of a residential	
		property line	

(4) Applicable Development Standards. All uses in the HII — High Impact Industrial District shall meet or

exceed all of the minimum requirements IV.. established in article "Development Standards," of this Zoning Ordinance for the HI --Heavy Industrial District including without limitation. except as otherwise specifically provided herein to the contrary, the requirements set forth in Sections 77-61 through 77-80. Notwithstanding the foregoing, Section 71-71(h) shall not generally apply to uses in the HII — High Impact Industrial District. However, any areas that are not used for buildings, facilities, structures, parking and roadways shall be devoted to living landscape, which shall at a minimum include grass, ground cover, plants, shrubs, or trees.

- (5) Prohibited Uses. Uses that are not expressly enumerated herein as permitted uses are prohibited. Those uses that are prohibited shall include, but are not limited to, the following:
 - (a) Refining of petroleum or its products, including tar distillation;
 - (b) Distillation of bones; fat rendering; glue, soap, or fertilizer manufacture;
 - (c) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse;
 - (d) Stockyard or slaughtering of animals;
 - (e) Smelting of iron, copper, tin, zinc, or any other ore;
 - (f) Manufacture of explosives or fireworks;
 - (g) Coal distillation or coke ovens:
 - (h) Creosote treatment:
 - (i) Steel mills or furnaces;
 - (j) Coal- or coke-fired kilns;
 - (k) Used tire storage;

- (I) Extraction of raw materials; and
- (m) Concert halls.

SECTION 3. AMENDING SECTION 77-46, "SCHEDULE OF PERMITTED USES," REGARDING USES TO BE ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION

- A. Amendment of Section 77-46, "Schedule of Permitted Uses," to Identify
 Uses to be Allowed in the New "HII High Impact Industrial" Zoning District
 - From and after the effective date of this Ordinance, Section 77-46, "Schedule
 of Permitted Uses," is hereby amended by inserting a new column labeled
 "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and
 "CA-Central Area District" in Paragraph (c) entitled "Residential Uses" to read
 as follows:

(c) Residential uses. Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Bed and breakfast inn		1
Boarding house or rooming house		
Garage apartment		
Bed and breakfast inn		
Boarding house or rooming house		
Garage apartment		
Guest house		
Hotel		
HUD-Code manufactured home		
Industrialized housing (or modular home)		
Mobile Home		
Motel		
Multiple-family dwelling		
One-family dwelling (attached)		
One-family dwelling (detached)		
Residence hotel		
Two-family dwelling (duplex)		
Zero lot line dwelling		

 From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (d) entitled "Accessory and Incidental Uses" to read as follows:

(d) Accessory and incidental uses. Type of Use	HII - High tmpact Industrial District	Use Specific Regulations
Accessory building	Р	
Farm accessory building	Р	
Fuel pumps (accessory use)	Р	
Home occupation		
Open storage and outside display	P	
Parking lot/garage (accessory)	Р	
Stable (private)		
Swimming pool (private)		
Temporary field office	Р	
Tennis courts		

3. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (e) entitled "Agricultural Uses" to read as follows:

(e) Agricultural uses. Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Farm, ranch, garden, or orchard		
Feed store	Р	1
Nursery, major		
Nursery, minor	777	
Stable (commercial)		
Veterinarian clinic and/or kennel, indoor		
Veterinarian clinic and/or kennel, outdoor		

4. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and

"CA-Central Area District" in Paragraph (f) entitled "Automobile and Related Uses" to read as follows:

(f) Automobile and related uses. Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Auto parts and accessory sales (indoor)	Р	
Auto parts and accessory sales (outdoor)	Р	
Automobile repair, major	Р	
Automobile repair, minor	Р	
Automobile sales, used	Р	
Automobile sales/leasing, new	Р	
Car wash, full service	Р	
Car wash, self-service	Р	
Convenience store with gas pumps	Р	
Convenience store without gas pumps	Р	
Motor vehicle towing, motor vehicle recovery, and motor vehicle storage	Р	
Motorcycle sales/service	Р	
Recreational vehicle sales and service, new/used	Р	
Salvage yard	Р	
Trailer sales/rental	Р	
Truck sales (heavy truck)	Р	

5. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (g) entitled "Commercial and Professional Uses" to read as follows:

(g) Commercial and professional uses. Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Building maintenance service and sales	Р	
Clinic, medical or dental	Р	31.31.33911

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

6. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (h) entitled "Educational, Institutional, and Public Uses" to read as follows:

(h) Educational, institutional, and public uses.	HII - High Impact Industrial District	Use Specific Regulations
Type of Use	포드	2 5 5
Adult day care center		
Art gallery or museum		
Banquet/meeting hall		
Cemetery or mausoleum		
Church, rectory, or other place of worship		
College, university or private school		
Day care center		
Fire station and public safety building	Р	
Fraternal organization, lodge, or civic club		
Hospital		
Nursing/convalescent home		
Post office, government and private	Р	
Public building, shop or yard of local, state or federal government	Р	
Rehabilitation care facility		
Rehabilitation care institution		

School,	private	or	parochial		
(primary	or seconda	ary)			
School, p	ublic				
School, to	ade or cor	nmer	cial	Р	

7. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (i) entitled "Entertainment and Recreational Uses" to read as follows:

(i) Entertainment and Recreational Uses. Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Amenity center (private)		
Amusement, commercial (indoors)	Р	
Amusement, commercial (outdoors)	S	
Community center (public)		
Dancehall or nightclub	S	
Day camp		
Fairgrounds/exhibition area	S	
Game room	S	3.9.8
Golf course and/or country club		
Gun or archery range (indoor)	Р	
Park or playground (public)		
Play field or stadium (public)	Р	
Recreational vehicle (RV) parks and campgrounds	Р	
Swim and tennis club		
Theater (drive-in)		1
Theater (indoor)		

8. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (j) entitled "Industrial and Wholesale Uses" to read as follows:

(j) Industrial and Wholesale Uses.	HII - High Impact ndustrial District	Use Specific Regulations
Type of Use	エニ	2 %
Bakery and confectioners works (wholesale)		
Concrete/asphalt batching plant	Р	
Concrete/asphalt batching plant, temporary	Р	
High impact use	Р	1
Manufacturing, heavy	Р	
Manufacturing, light	Р	
Mini-warehouse/self-storage	Р	
Open storage and outside display	Р	
Sand and gravel storage	Р	
Warehouse/distribution center	Р	
Wholesale office storage or sales facility	Р	

9. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (k) entitled "Retail and Service Uses" to read as follows:

(k) Retail and service uses. Type of Use	Hit - High Impact Industrial District	Use Specific Regulations
Alternative financial institution		
Antique shop and used furniture		
Artisan's workshop	Р	
Bakery and confectioners works (retail)		
Banks, savings and loan, or credit union		
Barber shop/beauty salon and personal service shops		
Big box retail development		
Body art studio	S	3.9.5

sales, inside storage Building materials and hardware sales, outside storage Cleaning & laundry, self-service Dry cleaning or laundry, minor Equipment and machinery sales and rental, minor Farmer's market Flea market, inside Flea market, outside Florist shop Furniture, home furnishing, and equipment stores Grocery store or supermarket Health/fitness center Licensed massage therapy Mortuary or funeral parlor Pawn shop Pet grooming Pet shop Portable building sales Private club Repair shop, household equipment and appliances Restaurant (drive-in type) Restaurant or cafeteria Restaurant or food shop, take-out and delivery Retail stores and shops Sexually oriented businesses or establishments Shopping center Small engine repair shop P Studio for dance, gymnastics, and/or martial			
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Pawn shop Pet grooming Pet shop Portable building sales Private club Repair shop, household equipment and appliances Restaurant (drive-in type) Restaurant or cafeteria Restaurant or food shop, take-out and delivery Retail stores and shops Sexually oriented businesses or establishments Shopping center Small engine repair shop P Studio for dance, gymnastics, and/or martial	Licensed massage therapy		
Pawn shop Pet grooming Pet shop Portable building sales Private club Repair shop, household equipment and appliances Restaurant (drive-in type) Restaurant or cafeteria Restaurant or food shop, take-out and delivery Retail stores and shops Sexually oriented businesses or establishments Shopping center Small engine repair shop P Studio for dance, gymnastics, and/or martial	Mortuary or funeral parlor		
Pet grooming Pet shop Portable building sales Private club Repair shop, household equipment and appliances Restaurant (drive-in type) Restaurant or cafeteria Restaurant or food shop, take-out and delivery Retail stores and shops Sexually oriented businesses or establishments Shopping center Small engine repair shop P Studio for dance, gymnastics, and/or martial		Р	
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Sexually oriented businesses or establishments Shopping center Small engine repair shop Studio for dance, gymnastics, and/or martial			
Sexually oriented businesses or establishments Shopping center Small engine repair shop Studio for dance, gymnastics, and/or martial	Retail stores and shops		
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Small engine repair shop P Studio for dance, gymnastics, and/or martial	establishments	5	
Small engine repair shop P Studio for dance, gymnastics, and/or martial	Shopping center		
Studio for dance, gymnastics, and/or martial		Р	
and/or martial	Studio for dance, gymnastics,		
Studio for photographer, musician,	Studio for photographer, musician,		
and artist	and artist		
Studio for radio and television	Studio for radio and television		

10. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (I) entitled "Transportation, Utility, and Communications Uses." to read as follows:

(I) Transportation, utility, and communications uses. Type of Use	Hil - High Impact Industrial District	Use Specific Regulations
Airport landing field	Р	
Antenna and/or antenna support structure, commercial	S	3.9.2
Antenna and/or antenna support structure, non-commercial	S	3.9.3
Parking lot/garage (commercial)	Р	
Private utility, other than listed	S	
Railroad or bus passenger station	Р	
Railroad team track, freight depot or docks	Р	
Shops, offices, and storage area for public or private utility	Р	
Telephone line and exchange	Р	
Transportation and utility structures / facilities	Р	
Truck terminal	Р	
Utility distribution/transmission lines	Р	

SECTION 4. AMENDING SECTION 77-54(A), "HIGHWAY COMMERCIAL OVERLAY DISTRICT," AS IT APPLIES TO USES ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING DISTRICT

From and after the effective date of this Ordinance, Section 77-54(a), "Highway Commercial Overlay District," is hereby amended as it applies to uses allowed in the new "HII - High Impact Industrial" zoning district.

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

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

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

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

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

- a. Big box retail development.
- (3) Specific use permit required. The following uses require a specific use permit within the HC overlay zoning district unless the base zoning district is HII High Impact Industrial, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":
 - a. Automobile repair, major.
 - b. Building materials and hardware sales, outside storage.
 - c. Equipment and machinery sales and rental, major.
 - d. Print shop, major.
 - e. Warehouse/distribution center.
- (4) Prohibited uses. The following uses are prohibited within the HC overlay zoning district unless the base

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

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

(5) Area, yard and bulk requirements.

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

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

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

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

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

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

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

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

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 6. REPEALER

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

SECTION 7. PENALTY

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

SECTION 8. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9. ENGROSSMENT AND ENROLLMENT

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

SECTION 10. SAVINGS

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

SECTION 11. EFFECTIVE DATE

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

PASSED on first reading on the 24th day of _________, 2018, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 24 DAY OF October, 2018.

APPROVED:

BY: Jack

Jack Randall Rice

Mayor

ATTEST:

Sandra Green City Secretary (Sevis)

APPROVED AS TO FORM:			
Alan D. Lathrom			
City Attorney			

Agenda Section	Regular Agenda			
Section Number	VII.F			
Subject	Consider, discuss and act upon appointing a city architect.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 13, 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 Disapprove Move item to a future agenda. No motion, no action 			

Agenda Section	Regular Agenda		
Section Number	VII.G		
Subject	Update on the annexation of the newly acquired portion of the Chaparral Trail.		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	October 13, 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	Discussion on how the city is going to handle grants for the Chaparral Trail.		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	October 13, 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.I			
Subject	Update on the status of the Historic Preservation Ordinance.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 13, 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.J			
Subject	Discussion regarding the hiring of IT Services.			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	October 13, 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.K		
Subject	Consider, discuss and act upon the resignation of John Klostermann from the North East Texas Trails Board.		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	October 13, 2020		
Attachment(s)	Resignation Letter		
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 		

To: Mayor Bryon Wiebold City Council City Managen Bon White

GenTle Men:

This letter is my Submitte of
Resignation from the North East
Texas Tapil Board Seat for the
City of Farmesville.

I have enjoyed my time Depasenting the city on the BOARD And Degret Laving To Resign, but I feel atthis Time I Need to focas more time At home.

Thankyou for the TRUST in me for letting me Represent the city.

John W Klessen

VIII.	Requests	to be Pla	aced on F	uture Age	endas

IX. Adjournment