

## **VI. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	<ul style="list-style-type: none"> <li>1. Contract</li> <li>2. Fleet Analysis</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**ADDENDUM to Enterprise Fleet Management**  
**Master Equity Lease Agreement**

This Addendum to the Enterprise Fleet Management Master Equity Lease Agreement ("Addendum"), is entered into this \_\_\_\_ day of August, 2020, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the City of Farmersville, Texas, (the "Lessee"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the Enterprise Fleet Management Master Equity Lease Agreement (the "Agreement"), as set forth herein below.

**WITNESSETH:**

**WHEREAS,** the Lessor and Lessee desire to enter into the Agreement; and

**WHEREAS,** the Lessor and Lessee desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

**WHEREAS,** the Lessor and Lessee would not enter into the Agreement save and except for the clarifications and revisions contained herein; NOW THEREFORE,

**FOR AND IN CONSIDERATION** of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. 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:

**I.**

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections of the Agreement identified herein below as follows:

**Section 1. Lease of Vehicles**

**Section 1 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. Rent and Other Charges**

Section 3(c) 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) 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) 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. Use and Surrender of Vehicles**

##### **Section 4 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. Selection of Vehicles and Disclaimer of Warranties**

##### **Section 9(b) 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. Risk of Loss**

Section 10 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. Insurance**

Section 11(a) 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:

- (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 \$1,000 Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
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 any required policy(ies) 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(ies) 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(ies) 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.

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.

**Section 11(b) 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 written notice.

**Section 12. Indemnity**

**Section 12 is amended to read as follows:**

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 14. Default; Remedies**

##### **Section 14 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 owing 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. Assignments**

#### **Section 15 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 non-financial 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. Successors and Assigns; Governing Law**

Section 17 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 State of Texas.

#### **Section 19. Non-Appropriation**

Add the following section to end of the Agreement:

19. NON-APPOPRIATION: 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).

## **Section 20. No Boycotting Israel**

Add the following section to the end of the Agreement:

20. 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.

## **Section 21. Non-Exclusive Agreement**

Add the following section to the end of the Agreement:

21. 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.

## **Section 22. Conflict of Interest**

Add the following section to the end of the Agreement:

22. CONFLICT OF INTEREST: Lessor covenants and agrees that Lessor 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 Lessor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Lessor.

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

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The Lessor must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique

certification number. An authorized agent of the Lessor 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 Lessee.

The Lessee 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 Lessee.

Form 1295 Availability: 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.

## II.

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. In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.

## III.

This Addendum, when combined with the Agreement contains the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions are incorporated therein word for word.

## IV.

This Addendum and the Agreement are entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**V.**

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**VI.**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

**VII.**

For purposes of this Addendum, including its intended operation and effect, the parties (Lessor and Lessee) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Lessor or Lessee or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Lessor or Lessee.

*[Signatures begin on following page.]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**LESSEE: City of Farmersville**

**LESSOR: Enterprise FM Trust**

By: Enterprise Fleet Management, Inc., its  
attorney in fact

By: \_\_\_\_\_  
Bryon Wiebold  
Mayor

By: \_\_\_\_\_  
Phil Bevel  
Finance Director

205 S. Main Street  
Farmersville, Texas 75442

1420 W. Mockingbird Ln., #640  
Dallas, Texas 75247

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Green  
City Secretary

**PREPARED IN THE OFFICES OF:**

*Brown & Hofmeister, L.L.P.*  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

**ADDENDUM to Enterprise Fleet Management  
Maintenance Agreement**

This Addendum to the Enterprise Fleet Management Maintenance Agreement ("Addendum"), is entered into this \_\_\_\_ day of August, 2020, by and between Enterprise Fleet Management, Inc., a Missouri corporation ("EFM") and the City of Farmersville, Texas, (the "Lessee"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the Enterprise Fleet Management Maintenance Agreement (the "Agreement"), as set forth herein below.

**WITNESSETH:**

**WHEREAS,** EFM and Lessee desire to enter into the Agreement; and

**WHEREAS,** EFM and Lessee desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

**WHEREAS,** EFM and Lessee would not enter into the Agreement save and except for the clarifications and revisions contained herein; NOW THEREFORE,

**FOR AND IN CONSIDERATION** of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. 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:

**I.**

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections of the Agreement identified herein below as follows:

**Section 3. Term and Termination**

**Section 3 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, EFM 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. Vehicle Repairs and Service**

Section 4 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. Enterprise Cards**

Section 5 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. Payment Terms**

Section 6 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 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 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 EFM, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

### **Section 7. No Warranties**

Section 7 is amended to read as follows:

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. Notwithstanding the foregoing, EFM agrees to make reasonable and good faith efforts to assist the Lessee with facilitating a replacement Vehicle if damages or unavailability of Vehicle are caused by the fault or negligence of EFM.

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. Miscellaneous**

Section 10 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 the State of Texas.

#### **Section 11. Non-Appropriation**

Add the following section to the end of the Agreement:

11. 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.

#### **Section 12. Non-Exclusive Agreement**

Add the following section to the end of the Agreement:

12. 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.

#### **Section 13. Termination**

Add the following section to the end of the Agreement:

13. 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.

#### **Section 14. Independent Contractors**

Add the following section to the end of the Agreement:

14. 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 or 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.

#### **Section 15. No Boycotting Israel**

Add the following section to the end of the Agreement:

15. 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 on behalf of EFM verifies by its signature on this Agreement that EFM does not boycott Israel and will not boycott Israel during the term of this Agreement.

#### **Section 16. Conflict of Interest**

Add the following section to the end of the Agreement:

16. 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 Lessee'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 Lessee, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. 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 Lessee.

The Lessee 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 Lessee.

Form 1295 Availability: 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.

## **II.**

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. In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.

## **III.**

This Addendum, when combined with the Agreement contains the entire agreement between EFM and Lessee with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions are incorporated therein word for word.

## **IV.**

This Addendum and the Agreement are entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

## **V.**

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **VI.**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

## **VII.**

For purposes of this Addendum, including its intended operation and effect, the parties (EFM and Lessee) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third

person or entity may be in contractual relationship with EFM or Lessee or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either EFM or Lessee.

**IN WITNESS WHEREOF**, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**LESSEE: City of Farmersville**

**EFM: Enterprise Fleet Management, Inc.**

By: \_\_\_\_\_  
Bryon Wiebold  
Mayor

By: \_\_\_\_\_  
Phil Bevel  
Finance Director

205 S. Main Street  
Farmersville, Texas 75442

1420 W. Mockingbird Ln., #640  
Dallas, Texas 75247

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra Green  
City Secretary

**PREPARED IN THE OFFICES OF:**

*Brown & Hofmeister, L.L.P.*  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

**ADDENDUM to Enterprise Fleet Management  
Maintenance Management and Fleet Rental Agreement**

This Addendum to the Enterprise Fleet Management Maintenance Management and Fleet Rental Agreement ("Addendum"), is entered into this \_\_\_\_ day of August, 2020, by and between Enterprise Fleet Management, Inc., a Missouri corporation ("EFM") and the City of Farmersville, Texas, (the "Company"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the Enterprise Fleet Management Maintenance Management and Fleet Rental Agreement (the "Agreement"), as set forth herein below.

**W I T N E S S E T H:**

**WHEREAS,** EFM and Company desire to enter into the Agreement; and

**WHEREAS,** EFM and Company desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

**WHEREAS,** EFM and Company would not enter into the Agreement save and except for the clarifications and revisions contained herein; NOW THEREFORE,

**FOR AND IN CONSIDERATION** of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. 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:

**I.**

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections of the Agreement identified herein below as follows:

**Section 2. Vehicle Repairs and Service**

**The first paragraph of Section 2 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. Billing and Payment**

Section 3 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. Rental Vehicles**

Section 4 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. NO WARRANTY**

The following paragraph is added to the end of Section 5:

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. CANCELLATION**

Section 6 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. Miscellaneous**

Section 9 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 the State of Texas.

#### **Section 10. Non-Appropriation**

Add the following section to the end of the Agreement:

10. 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.

#### **Section 11. Termination by Company**

Add the following section to the end of the Agreement:

11. 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.

## **Section 12. Independent Contractors**

Add the following section to the end of the Agreement:

12. 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 or 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.

## **Section 13. No Boycotting Israel**

Add the following section to the end of the Agreement:

13. 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 on behalf of EFM verifies by its signature on this Agreement that EFM does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **Section 14. Non-Exclusive Agreement**

Add the following section to the end of the Agreement:

14. 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.

## **Section 15. Conflict of Interest**

Add the following section to the end of the Agreement:

15. 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:

Form 1295 Filing Process: 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.

Form 1295 Availability: 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.

## II.

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. In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.

## III.

This Addendum, when combined with the Agreement contains the entire agreement between EFM and Company with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions are incorporated therein word for word.

#### IV.

This Addendum and the Agreement are entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

#### V.

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### VI.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

#### VII.

For purposes of this Addendum, including its intended operation and effect, the parties (EFM and Company) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with EFM or Company or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either EFM or Company.

*[Signatures begin on following page.]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**Company: City of Farmersville**

**EFM: Enterprise Fleet Management, Inc.**

By: \_\_\_\_\_  
Bryon Wiebold  
Mayor

By: \_\_\_\_\_  
Phil Bevel  
Finance Director

205 S. Main Street  
Farmersville, Texas 75442

1420 W. Mockingbird Ln., #640  
Dallas, Texas 75247

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Green  
City Secretary

**PREPARED IN THE OFFICES OF:**

*Brown & Hofmeister, L.L.P.*  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

**ADDENDUM to Enterprise Fleet Management  
Agreement to Sell Customer Vehicles**

This Addendum to the Enterprise Fleet Management Agreement to Sell Customer Vehicles ("Addendum"), is entered into this \_\_\_\_ day of August, 2020, by and between the entities set forth on Schedule 1 attached to the Enterprise Fleet Management Agreement to Sell Customer Vehicles (the "Agreement") (each entity being referred to as an "Enterprise Entity" and referred to collectively as the "Enterprise Entities") and Enterprise Fleet Management, Inc., a Missouri corporation ("EFM") (with the Enterprise Entities and EFM being referred to collectively as "Enterprise") on the one hand and the City of Farmersville, Texas, (the "CUSTOMER"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the Agreement, as set forth herein below.

**WITNESSETH:**

**WHEREAS,** Enterprise and CUSTOMER desire to enter into the Agreement; and

**WHEREAS,** Enterprise and CUSTOMER desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

**WHEREAS,** Enterprise and CUSTOMER would not enter into the Agreement save and except for the clarifications and revisions contained herein; NOW THEREFORE,

**FOR AND IN CONSIDERATION** of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. 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:

**I.**

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections of the Agreement identified herein below as follows:

**Section 1. Right to Sell**

**Section 1 is amended to read as follows:**

Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from CUSTOMER to Enterprise, as the case may be in strict accordance with applicable law in the jurisdiction in which the CUSTOMER is situated and the Vehicle is to be sold. For Vehicles to be sold under assignment, CUSTOMER shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold

under consignment, CUSTOMER shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

#### **Section 4. Sales Process**

Section 4 is amended to read as follows:

Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA. Enterprise shall have full discretion to accept any bid on a Vehicle. Notwithstanding the foregoing, Enterprise shall be responsible for complying with Texas law applicable to the sale of property owned by a municipal corporation. In the event Enterprise fails to comply with the requirements of Texas law regarding the sale of any Vehicle owned by CUSTOMER and assigned by CUSTOMER to Enterprise for sale, Enterprise shall indemnify and hold CUSTOMER harmless from and against any claims, challenges, damages, or liability arising out of Enterprise's failure to so act.

#### **Section 6. Indemnification and Hold Harmless**

Section 6 is amended to read as follows:

As CUSTOMER 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 Practice 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 the Agreement. To the extent permissible by Texas law, and except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement." Nothing herein shall be deemed to affect the rights, privileges, and immunities of CUSTOMER and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to CUSTOMER pursuant to Texas law. Notwithstanding the above, CUSTOMER shall not indemnify EFM, or any other agent of EFM or any of their respective assigns for any losses, damages, liabilities, suits, claims demands, costs and expenses directly incurred as a result of the gross negligence or willful misconduct on behalf of EFM, or any other agent of EFM or any of their respective assigns.



### **Section 7. Risk of Loss**

Section 7 is amended to read as follows:

Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God that occurs prior to the acceptance of the assignment and delivery of a Vehicle from CUSTOMER to Enterprise and/or EFM. Upon acceptance by Enterprise and/or EFM of assignment and delivery of a Vehicle from CUSTOMER all risk of loss shall immediately transfer to Enterprise and/or EFM.

### **Section 8. Liens, Judgments, Titles and Defects:**

Section 8 is amended to read as follows:

CUSTOMER represents and warrants that it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that CUSTOMER does not have knowledge of any open recalls on each such Vehicle. To the extent permissible by law, and consistent with the limitations contained in Section 6 above, CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

### **Section 9. Odometer**

Section 9 is amended to read as follows:

Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and to the extent permissible by law, and consistent with the limitations contained in Section 6 above, the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer, reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

## **Section 12. Insurance**

Section 12 is amended to read as follows:

CUSTOMER shall maintain and provide proof of Automobile Liability Insurance coverage via self-insurance or an insurance policy or policies until the earlier of transfer of possession to purchaser of Vehicle or transfer of sales proceeds to CUSTOMER covering liability arising out of maintenance, use or occupation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and/or must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account on any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried by CUSTOMER pursuant to this Agreement.

## **Section 17. Attorney's Fees**

Section 17 is amended to read as follows:

In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and taxable costs of court for legal services as awarded to the prevailing party by a court of competent jurisdiction.

## **Section 19. Independent Contractors**

Section 19 is amended to read as follows:

EFM and Enterprise shall perform the services hereunder as an independent contractor of CUSTOMER and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

## **Section 21. No Boycotting Israel**

Add the following Section after Section 20:

**21. 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 Enterprise is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of Enterprise verifies by its signature on this Agreement that Enterprise does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **Section 22. Conflict of Interest**

Add the following section to the end of the Agreement:

22. Conflict of Interest: Enterprise covenants and agrees that Enterprise 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 Enterprise pursuant to this Agreement will be conducted by employees, associates or subcontractors of Enterprise.

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

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The Lessor 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 Enterprise 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 CUSTOMER.

The CUSTOMER 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 CUSTOMER.

Form 1295 Availability: 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.

## **II.**

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. In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.

## **III.**

This Addendum, when combined with the Agreement contains the entire agreement between Enterprise and CUSTOMER with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions are incorporated therein word for word.

## **IV.**

This Addendum and the Agreement are entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes, including performance and execution.

## **V.**

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **VI.**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

**VII.**

For purposes of this Addendum, including its intended operation and effect, the parties (Enterprise and CUSTOMER) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Enterprise or CUSTOMER or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Enterprise or CUSTOMER.

**IN WITNESS WHEREOF**, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**CUSTOMER: City of Farmersville**

**ENTERPRISE**

By: \_\_\_\_\_  
Bryon Wiebold  
Mayor

By: \_\_\_\_\_  
Phil Bevel  
Finance Director

205 S. Main Street  
Farmersville, Texas 75442

1420 W. Mockingbird Ln., #640  
Dallas, Texas 75247

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra Green  
City Secretary

**PREPARED IN THE OFFICES OF:**

*Brown & Hofmeister, L.L.P.*  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

# Fleet Analysis for City of Farmersville

Current Fleet		28	Fleet Growth		0.00%	Proposed Fleet		28
Current Cycle		8	Annual Miles		11,548	Proposed Cycle		4.1
Est. Current Maint.		\$173	Cost of Fuel		\$2.10	Est. New Vehicle Fuel Economy		17
Current Fuel Economy		15	Percentage of Idle Time		57%	Est. New Vehicle Maint		\$58
Fleet Mix			Fleet Cost					
Fiscal Year Start	Fleet Size	Annual Needs	Owned	Leased	Purchase	Market Value Finance*	Aftermarket Up-	Net Cash Difference***
							Front Cost + Additional Insurance Expense	
Current	28	3.3	28	0	104,986		42,190	0
2020	28	12	16	12		94,488	38,450	124,396
2021	28	7	9	19		157,862	51,051	74,310
2022	28	3	6	22		187,356	34,317	26,272
2023	28	7	3	25		214,186	27,312	22,756
2024	28	6	3	25		214,186	41,133	(7,589)
2025	28	8	0	28		233,522	44,951	(11,718)
2026	28	10	0	28		233,522	61,096	(17,611)
2027	28	3	0	28		233,522	23,917	(39,331)
2028	28	6	0	28		233,522	45,417	(26,456)
2029	28	8	0	28		233,522	29,529	(9,014)
EST. TOTAL 10-YEAR SAVINGS								\$136,015

\* MVI 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

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Resolution of the City Council of the City Farmersville, Texas, Authorizing the Establishment of a Small Business Grants Program that Provides Grants from Certain of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act") Funds Received by the City to Reimburse the Costs of Business Interruption Caused by Required Business Closures, Voluntary Closures to Promote Social Distancing, or Decreased Customer Demand as a Result of the Covid-19 Public Health Emergency, and Authorizing the Innovation and Efficiency Task Force to Administer the Program.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Paperwork for Application Process</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION #R-2020-0728-001**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY FARMERSVILLE, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SMALL BUSINESS GRANT PROGRAM THAT PROVIDES GRANTS FROM CERTAIN OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CAES ACT") FUNDS RECEIVED BY THE CITY TO REIMBURSE THE COSTS OF BUSINESS INTERRUPTION CAUSED BY REQUIRED BUSINESS CLOSURES, VOLUNTARY CLOSURES TO PROMOTE SOCIAL DISTANCING, OR DECREASED CUSTOMER DEMAND AS A RESULT OF THE COVID-19 PUBLIC HEALTH EMERGENCY, AND AUTHORIZING THE INNOVATION AND EFFICIENCY TASK FORCE TO ADMINISTER THE PROGRAM**

**WHEREAS**, beginning in or about December 2019, a novel coronavirus, now designated COVID-19, spread through the world and has been declared a global pandemic by the World Health Organization; and

**WHEREAS**, symptoms of COVID-19 can range from mild to severe illness including fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

**WHEREAS**, the COVID-19 virus appears to spread mainly between people who are in close contact with one another; and

**WHEREAS**, the City of Farmersville has established emergency protective measures, mitigation procedures, and emergency response plans for this type of health emergency; and

**WHEREAS**, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency in response to COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, Texas Governor Greg Abbott declared a state of disaster in all Texas counties; and

**WHEREAS**, on Monday, March 16, 2020, Mayor Jack Randall Rice issued a Declaration of Local State of Disaster Due to Public Health Emergency for the City of Farmersville pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health as set forth in Texas Government Code Chapter 418 commencing on March 17, 2020 (the "Mayoral Disaster Declaration"); and

**WHEREAS**, on March 19, 2020, Texas Governor Greg Abbott issued Executive Order No. GA-08 (hereinafter "GA-08") relating to COVID-19 preparedness and mitigation; and



**WHEREAS**, on March 19, 2020, the Commissioner of the State Health Services issued a Declaration of a Public Health Disaster in the State of Texas in response to the rapid spread of COVID-19; and

**WHEREAS**, on March 19, 2020, the Mayor later issued a First Revised Declaration of Local State of Disaster Due to Public Health Emergency (the "First Revised Mayoral Disaster Declaration") incorporating Texas Governor Greg Abbott's Executive Order No. GA-08 prohibiting all dine-in service at restaurants and bars, while encouraging drive-thru, delivery, pick-up, or carry-out services, and further closing all bars, indoor recreation facilities, and public venues; and

**WHEREAS**, on Monday, March 23, 2020, Mayor Jack Randall Rice extended and continued the March 16 Declaration for another seven (7) day period; however, such Extension of Declaration provided that "in the event the City Council of the City of Farmersville shall declare a local state of disaster, this Extension of Declaration shall expire on its own terms upon the effective date of any Declaration of the City Council of the City of Farmersville"; and

**WHEREAS**, on March 30, 2020, the City Council of the City of Farmersville ("City Council") adopted Ordinance #O-2020-0330-001 ratifying, amending, and extending the First Revised Mayoral Disaster Declaration.

**WHEREAS**, on March 31, 2020, Texas Governor Greg Abbott issued Executive Order No. GA-14 (hereinafter "GA-14") superseding GA-08 relating to COVID-19 to, among other things, require that every person in Texas, except where necessary to provide or obtain essential services, minimize social gatherings and minimize in-person contact with people who are not in the same household; and

**WHEREAS**, on April 14, 2020, the City Council adopted Ordinance #O-2020-0414-001 extending Ordinance #O-2020-0330-001 through May 15, 2020 and incorporating Mayor Rice's First Revised Mayoral Disaster Declaration under Section 122.005 of the Texas Health and Safety Code, the Texas Constitution, the Disaster Act and other applicable state law; and

**WHEREAS**, the Governor of the State of Texas has extended the Disaster Declaration and issued a number of Executive Orders relating to statewide reopening of certain aspects of the Texas economy during the COVID-19 disaster and then re-establishing and restoring numerous safeguards that were previously in place in an effort to reduce the spread of the COVID-19 virus through the issuance of Executive Order No. GA-28 (hereinafter "GA-28"); and

**WHEREAS**, on July 2, 2020, the Governor of the State of Texas extended his March 13, 2020, disaster proclamation for all Texas counties; and

**WHEREAS**, the Governor's July 2, 2020, Disaster Proclamation also modified Paragraph Numbers 5 and 12 of GA-28, prohibiting outdoor gathering in excess of 10 people, other

than those identified in Paragraph Numbers 1, 2, or 4 of GA-28, unless the Mayor of the City in which the gathering is held approves of the gathering, and the gathering can be made to comply with GA-28, and also prohibited groups of people in numbers greater than 10 while requiring such groups to maintain six feet of social distancing within themselves as well as between groups and also requiring compliance with the minimum standard health protocols recommended by the Texas Department of State Health Services ("DSHS") found at the following internet link: [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus); and

**WHEREAS**, on July 2, 2020, the Governor of the State of Texas issued Executive Order No. GA-29 (hereinafter "GA-29") requiring every person in the State of Texas to wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household with certain specified exceptions, and also amending Paragraph Number 15 of GA-28 to allow for the assessment of a fine for a person's failure to wear a face covering when required; and

**WHEREAS**, the City Council has similarly adopted several Ordinances extending the City's safeguards and incorporating the Governor's Executive Orders, in response to the COVID-19 virus outbreak; and

**WHEREAS**, on July 14, 2020, the City Council adopted Ordinance No. O-2020-0714-001 to adopt the Governor's Executive Order No. GA-28, as amended by the Governor's July 2, 2020, Disaster Proclamation ("July Proclamation"), and the Governor's Executive Order No. GA-29 in response to the COVID-19 virus outbreak pursuant to Section 122.005 of the Texas Health and Safety Code, the Texas Constitution, the Disaster Act, and other applicable state law; and

**WHEREAS**, the City of Farmersville received federal funding in the amount of \$ 168,644.68 as a sub-recipient of allocated by Collin County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to be used by the City to cover unanticipated and unbudgeted City expenditures related to the COVID-19 pandemic; and

**WHEREAS**, the United States Department of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments updated June, 2020, provides that an eligible use of Coronavirus Relief Funds is the provision of grants to small businesses to reimburse the costs of business interruption caused by required business closures, voluntary closures to promote social distancing, or decreased customer demand as a result of the COVID-19 public health emergency; and

**WHEREAS**, the purpose of the City of Farmersville/Collin County Small Business Grant Program is to help small businesses with a physical location in and operating within the City of Farmersville and Collin County that have been negatively impacted and suffered economic hardship through business closures due to COVID-19 by reimbursing up to Two Thousand Five Hundred Dollars (\$ 2,500.00) in Eligible Expenses for which Grantee has

not received other federal, state, or local reimbursement, including without limitation funds made available under the Paycheck Protection Program ("PPP"), the Economic Injury Disaster Grant and Loan Program ("EIDL"), private insurance proceeds, or unemployment insurance compensation;

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

**Section 1.** The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Resolution for all purposes as if fully set forth herein.

**Section 2.** The City Council hereby approves and adopts the City of Farmersville/Collin County Small Business Grant Program and further approves the criteria that the Innovation and Efficiency Task Force developed for the: qualifications of applicants identified as the "City of Farmersville/Collin County Small Business Grant Program Qualification and Selection Process," attached hereto as Exhibit A, and the "City of Farmersville/Collin County CARES Act Small Business Grant Program Application," attached hereto as Exhibit B.

**Section 3.** The City Council hereby appoints the following persons to serve on the Approval Committee to process and review qualified applications and identify eligible grant recipients:

City Councilmember \_\_\_\_\_;

Farmersville CDC Member \_\_\_\_\_;

Farmersville EDC Member \_\_\_\_\_;

City Manager Ben White; and

Police Chief Mike Sullivan.

**Section 4.** The City Council hereby authorizes the City Manager to execute Agreements in the form attached hereto as Exhibit C with successful applicants for amounts up to a not to exceed amount of \$2,500.00 per successful applicant, or such lesser amount as may be available determined by the number of eligible grant recipients and the availability of funds for distribution, and directs the City's Finance Department, to process payment to eligible grant recipients upon their identification by the Approval Committee.

PASSED AND APPROVED this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

*City of Farmersville/Collin County Small Business Grant Program  
Qualification and Selection Process*

*(Comprised of the following 5 pages.)*

**City of Farmersville/Collin County Small Business Grant Program  
Qualification and Selection Process**

**1. Eligibility to Apply Criteria (Does not guarantee approval)**

- 1.1. The Business is a brick and mortar operation, that is the business has physical operations outside of a residential dwelling (commercial storefront/office), and is not a home-based or internet-based business. In this regard, owning real property and the act of leasing or renting such real property to others does not equate to operating a business unless such brokerage services are performed outside of a residential dwelling and from a brick and mortar commercial storefront or office.
- 1.2. The Business is located within Farmersville's City Limits and Collin County.
- 1.3. The Business was started before and operating within the territorial limits of City of Farmersville and Collin County on or before March 1, 2019.
- 1.4. The Business must have no outstanding Municipal or Collin County tax liens or judgments.
- 1.5. The Business is one of the following types of business entities duly licensed with the State of Texas:
  - 1.5.1. Corporation;
  - 1.5.2. Individual;
  - 1.5.3. Sole proprietorship;
  - 1.5.4. Single-member limited liability company (LLC);
  - 1.5.5. LLC treated as a partnership;
  - 1.5.6. LLC – C corporation;
  - 1.5.7. LLC – S corporation; or
  - 1.5.8. Partnership.
- 1.6. The Business is currently open for business, even if at a reduced capacity or temporarily shuttered due to direct government order.
- 1.7. The Business has 15 or fewer employees.
- 1.8. The Business has suffered a negative financial impact due to the COVID-19 pandemic.

1.9. The Business is not:

- 1.9.1. a non-profit.
- 1.9.2. a non-storefront & home-based business.
- 1.9.3. a corporate-owned franchise.
- 1.9.4. a publicly traded business entity.
- 1.9.5. a sexually/adult-oriented business.
- 1.9.6. a lobbying organization or political organization subject to Internal Revenue Code 527.
- 1.9.7. a gambling concern, including casinos, racing operations or other activities whose purpose involves gambling.
- 1.9.8. a concern engaged in illegal activities under federal, state or local laws.
- 1.9.9. a business that is otherwise prohibited by federal or Texas law.
- 1.9.10. a business that is ineligible or precluded to receive federal or State of Texas funding due to federal laws (including but not limited to the CARES Act) or Texas laws.
- 1.9.11. a multi-level marketing concern.
- 1.9.12. a governmental/taxing agency/department.
- 1.9.13. a business in default or arrearage on past or current federal or state financing or funding programs.
- 1.9.14. a business involved or affiliated with personal or corporate indictment, arraignment or conviction of criminal offenses.

2. Finalize mailing list

- 2.1. Initial source used to identify eligible businesses is the list of Commercial Electric Meters within the City of Farmersville corporate limits.
  - 2.1.1. Omit any meters associated with known non-profits.
  - 2.1.2. When known, add businesses that are tenants and omit the businesses or persons that own but do not physically occupy the buildings (only business owners are eligible).
  - 2.1.3. Omit any businesses that have permanently ceased operation but are still on the list of meters.

3. Submit to the City the following packet to mail to all eligible businesses:

- 3.1. Application
- 3.2. Recipient Agreement
- 3.3. Cover letter with instructions, deadlines
- 3.4. Envelope, unfranked, pre-addressed to the city offices with the top line reading "Farmersville CARES Act Small Business Grant Program"
- 3.5. Deadline to Return Application Packet – 2 weeks from Mailing Date

NOTE: Artifacts to be attached as addenda

- 3.6. IETF will assemble application packets once printed applications, envelopes, etc., are provided. Any expenses incurred will be billed against the Fund.

4. Publicity and awareness campaign

- 4.1. Because it is known that all businesses may not have an electric meter in their name, additional awareness should be promoted. On the date of mailing, or as soon as practicable thereafter, a "Public Service" announcement should be released to:
  - 4.1.1. Print advertising in Farmersville Times in the public notices.
  - 4.1.2. Posting on the City of Farmersville Website and any social media including:
    - 4.1.2.1. Awareness, Criteria and link to application.
  - 4.1.3. The Chamber of Commerce and their social media
  - 4.1.4. Any other avenue known to ensure getting the message out widely.
- 4.2. Applications will be received by Mail and by hand delivery. As Applications are received, they should be placed in a central location designated by the city and available to Innovation and Efficiency Task Force ("IETF")

5. Approval Process

- 5.1. A meeting will be scheduled 20 days after mail out (two weeks plus time to clear the mails) by the IETF.
- 5.2. A packet will be created by IETF for each application, adding the **Approval / Rejection Form** and noting any missing documents.
- 5.3. The "Approval Committee" will review all applications against the Criteria.



- 5.3.1. The "Approval Committee" will be comprised of the following:
  - 5.3.1.1. One member of council;
  - 5.3.1.2. City Manager;
  - 5.3.1.3. One member of 4A board;
  - 5.3.1.4. One member of 4B board; and
  - 5.3.1.5. Chief of Police.
- 5.3.2. An IETF member will facilitate the Approval Meeting(s).
- 5.4. The Approval Scoring will be documented on the **Approval/Rejection Form** attached to each packet.
  - 5.4.1. No criteria will be used EXCEPT what is on the **Approval/Rejection Form** unless an application is incomplete, contains plainly untrue statements, or contains significantly inconsistent answer(s) all of which instances will be noted on the **Form**.
  - 5.4.2. Narrative may be considered, in which case a notation must be made on the Approval/Rejection Form
  - 5.4.3. Every Application received will be provided a copy of the completed Approval/Rejection form. Any rejections will be final.
  - 5.4.4. The available CARES Act Small Business fund, less postage and administration costs, will be divided evenly by the number of successful applicants (if less than \$2,500.00 per successful applicant is available) on the morning after the Rejected Applicant meeting, and checks mailed to recipients as soon as practicable under the circumstances by City staff.
  - 5.4.5. The amount to each successful applicant will be capped at \$2,500.
    - 5.4.5.1. Any excess CARES Act Small Business funds, following the distribution, will be returned to the Farmersville CARES Act Fund.
    - 5.4.5.2. At the City Manager / City Council's will, an additional recommendation will be made by IETF for the disposition of remaining funds.
- 6. A final report will be presented to the City Council at the next meeting directly after checks are mailed to successful applicants.
- 7. The City of Farmersville is a governmental body subject to the Texas Public Information Act (the "Act"). Information submitted by businesses to the City of

Farmersville for the City of Farmersville / Collin County Small Business Grant Program as part of the application process may be subject to the Act and, therefore, subject to public release.

8. Members of the City Council and any board or commission appointed by the City Council and any relation within the first or second degree by consanguinity or affinity to any such member(s) are not eligible to receive grant funds.

**EXHIBIT B**

*City of Farmersville/Collin County CARES Act  
Small Business Grant Program Application*

*(Comprised of the following 4 pages.)*



## City of Farmersville/Collin County CARES Act Small Business Grant Program Application

This Application together with all supporting documents (collectively the "Application Packet") must be received by the City of Farmersville on or before \_\_\_\_\_, 2020. The Application Packet can be mailed to:

City of Farmersville, Texas  
Small Business Grant Program  
205 S. Main Street  
Farmersville, Texas 75442.

Alternatively, the Application Packet may be dropped off at the City of Farmersville City Hall drive-through window or placed in the drop box at 205 S. Main St., Farmersville, Texas.

All information should be placed in a sealed envelope with your business name, and "Small Business Grant Program" written on the envelope. Envelopes will be marked with the date and time the envelope is received by the City or removed from the drop box at City Hall. Application Packets must be postmarked on or before midnight on \_\_\_\_\_, 2020.

### BUSINESS INFORMATION

Applicant Name: \_\_\_\_\_ Name of Business Owner(s): \_\_\_\_\_

Business Name & DBA: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Business Address (must be commercially classified): \_\_\_\_\_

Owner(s) home address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Owner(s) Phone Number: \_\_\_\_\_

Business or Owner(s) Email Address: \_\_\_\_\_

Funds may ONLY be used for one or more of the following purposes:

(Please indicate how you will use the proceeds if awarded a grant.)

\_\_\_\_\_ Rent, lease or interest on mortgage payment for real property used for business purposes, like a storefront or office or warehouse, excluding personal residence.

\_\_\_\_\_ Rent, lease or purchase payment for business property (e.g., delivery vehicle; food truck; kitchen equipment; furniture, technology, payment, and communications systems and equipment).

- \_\_\_\_\_ Utility Payments (including at Recipient's sole discretion City of Farmersville utilities) for business properties, excluding personal residence.
- \_\_\_\_\_ Payroll costs for employees still employed by the business or owner's(s') draw (sole proprietors / partners).
- \_\_\_\_\_ Contract labor.
- \_\_\_\_\_ Supplier payments.
- \_\_\_\_\_ Insurance: Health, Payroll, Property \ General Liability.
- \_\_\_\_\_ New or expanded technology applications and Wi-Fi services.
- \_\_\_\_\_ Cost of critical business operations (raw materials, marketing expenses, etc. payments).
- \_\_\_\_\_ Person Protection Equipment (PPE) and sanitation supplies and equipment.
- \_\_\_\_\_ Interest on other business debt obligations incurred before March 1, 2020, excluding personal residence.
- \_\_\_\_\_ Unexpected expenses related to COVID-19.

How long has your business had a physical presence (brick and mortar) within the City limits of Farmersville, Texas? \_\_\_\_\_

Has your physical business permanently closed as a result of the COVID-19 pandemic? \_\_\_\_\_

## **BUSINESS IMPACT**

Please indicate how your business has been impacted by COVID-19:

What are the impacts to your business from COVID-19? Check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Forced business closure                       | <input type="checkbox"/> Reduced hours of operation            |
| <input type="checkbox"/> Restricted access to capital to address costs | <input type="checkbox"/> Inability to respond to home delivery |
| <input type="checkbox"/> Interrupted supply/deliveries from vendors    | <input type="checkbox"/> Increased operating cost              |
| <input type="checkbox"/> Employee layoff/furlough                      | <input type="checkbox"/> Revenue decline                       |
| <input type="checkbox"/> Inability to serve customers                  | <input type="checkbox"/> Decreased customers                   |
|  | <input type="checkbox"/> Other                                 |

Please briefly add any additional information relating to your application or situation. \_\_\_\_\_

## REQUIRED DOCUMENTS

- ☐ Copy of current Texas Sales and Use Tax Permit.
- ☐ Copy of current City of Farmersville Certificate of Occupancy.
- ☐ Sales Tax Use Reports from January 1, 2020 to June 30, 2020.
- ☐ Attach supporting documentation to show evidence of financial impact of COVID-19.

### I certify that:

- \_\_\_\_\_ My business is not a publicly traded company, a, non-profit organization, franchise, or home-based businesses.
- \_\_\_\_\_ My business did not have more than 15 full or part time W-2/1099 employees, including owners, on March 13, 2020.
- \_\_\_\_\_ My Business's primary location is a brick and mortar storefront or office building within the city limits of Farmersville, Texas.
- \_\_\_\_\_ My Business was open on or before March 1, 2020.
- \_\_\_\_\_ My business has not received COVID-19 related assistance from the Small Business Administration, financial institution or any other source.
- \_\_\_\_\_ My business will continue in operation for at least 90 days.

### I acknowledge that:

- \_\_\_\_\_ I understand that my business is not entitled to a grant.
- \_\_\_\_\_ I understand the City of Farmersville will not accept and/or evaluate incomplete applications.
- \_\_\_\_\_ The City of Farmersville may require additional information, documentation, or clarification.
- \_\_\_\_\_ If I accept the City of Farmersville / Collin County Small Business Grant Program funds, I agree that if my business ceases operations within 90 days of check date, the funds will be subject to being paid back.
- \_\_\_\_\_ I understand the City of Farmersville will review applications and approve grant funding on a first-come, first-served basis. The City of Farmersville does not discriminate based on race, color, religion, sex, age, national origin, veteran status,

sexual orientation, gender identity, disability, or any other basis of discrimination prohibited by law.

By submitting an application under the City of Farmersville / Collin County Small Business Grant Program, the applicant consents to submitting all required or supporting documentation and information to the City of Farmersville and to the public disclosure of such documentation and information by the City of Farmersville in response to any request submitted pursuant to the Texas Public Information Act and/or other applicable law. In this regard, the City of Farmersville, Texas will attempt to use its best efforts to inform the applicant of a request for any documentation or information that the applicant has marked as confidential to enable the applicant an opportunity to seek the opinion of the Texas Attorney General to withhold the disclosure of such documentation or information.

I hereby certify that the information I have given is truthful and accurate to the best of my ability. Financial information provided has not been manipulated to exaggerate the financial duress of this business. I understand that the information submitted in this application will be shared with a committee, comprised of individuals selected by the City Council of the City of Farmersville, that will determine the allocation of funding to applicants. I understand that if my business is selected to receive funding, the City of Farmersville will send a physical check to the business address listed on this form.

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**To be completed by City:**

Application # \_\_\_\_\_

Date Received \_\_\_\_\_

Time Received \_\_\_\_\_

Received By \_\_\_\_\_

**EXHIBIT C**

*City of Farmersville / Collin County Small Business Grant Agreement*

*(Comprised of the following 9 pages.)*



**AGREEMENT  
BETWEEN CITY OF FARMERSVILLE, TEXAS  
AND [INSERT BUSINESS NAME]  
FOR A CITY OF FARMERSVILLE/COLLIN COUNTY SMALL BUSINESS GRANT**

THE AGREEMENT is made this [Insert Day Of Month] day of [Insert Month] 2020 ("Effective Date"), by and between City of Farmersville, Texas ("Farmersville," "City," or "Grantor"), and [Insert Business Name] ("Recipient" or "Grantee"), the recipient of a grant award ("Grant Award") from the City of Farmersville/Collin County Small Business Grant Program as described below (Grantor and Grantee may be referred to individually as a "Parties" and jointly as the "Parties").

**WHEREAS**, the United States Department of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments updated June, 2020, provides that an eligible use of Coronavirus Relief Funds is the provision of grants to small businesses to reimburse the costs of business interruption caused by required business closures, voluntary closures to promote social distancing, or decreased customer demand as a result of the COVID-19 public health emergency; and

**WHEREAS**, the purpose of the Farmersville/Collin County Small Business Grant Program is to help small businesses with a physical location in and operating within the Collin County portions of Farmersville that have been negatively impacted and suffered economic hardship through business closures due to COVID-19 by reimbursing up to \$2,500.00 in Eligible Expenses for which Grantee has not received other federal, state, or local reimbursement, including without limitation funds made available under the Paycheck Protection Program ("PPP"), the Economic Injury Disaster Grant and Loan Program ("EIDL"), private insurance proceeds, or unemployment insurance compensation; and

**WHEREAS**, the City of Farmersville is the recipient of funding allocated by Collin County from the Coronavirus Relief Fund, as codified in section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

**WHEREAS**, Grantee applied for a Grant Award from the Farmersville/Collin County Small Business Grant Program; demonstrated a loss in revenue due to required business closures, voluntary closures, or decreased customer demand as a result of the COVID-19 public health emergency; and was selected to receive a Grant Award.

*[Remainder of page intentionally left blank.]*

**NOW THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

### **GRANT AWARD**

- 1) Award Amount and Eligible Expenses. The total amount of Grant Award to be awarded to Recipient is:

\_\_\_\_\_ Dollars [\$ \_\_\_\_\_.00].

Recipient shall use the Grant Award only to pay or reimburse Recipient for Eligible Expenses incurred during the time period set forth in Section 3. A list of Eligible Expenses is included in Exhibit A, the Farmersville/Collin County Small Business Grant Program Guidelines.

- 2) Source of Grant Funds. The Parties acknowledge that the Grant Award subject to this Agreement comes from CARES Act funding received by the City of Farmersville ("City"). Grantor has no independent obligation to provide the Recipient with funds from any other source.
- 3) Time Period for Incurring Eligible Expenses. All Eligible Expenses must be incurred by Recipient between March 1, 2020 and October 31, 2020. Any expenses incurred before or after this period are not Eligible Expenses. Recipient understands that any expenses incurred in excess of the Grant Award are Recipient's sole responsibility and will not be paid by Grantor.

### **REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS**

- 4) Compliance with Federal, State, and Local Laws. Recipient shall comply with and obey all applicable federal, state, and local laws, regulations, and ordinances applicable to the Grant Award and its expenditure by Grantee.
- 5) Nondiscrimination. During the performance of this Agreement, Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to Texas Labor Code Chapter 21 and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act. In the event of Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part.
- 6) Certifications. By signing this Agreement, Recipient certifies the following:
- a) *No Use of Grant Award for Expenses Paid by Other Programs*. Recipient certifies that it will not use the Grant Award to cover payroll or other employee-related or business-associated costs for which Recipient has paid from other federal, state, or local funds, including without limitation funds made available under the Paycheck Protection Program ("PPP"), the Economic Injury Disaster

Grant and Loan Program ("EIDL"), private insurance proceeds, or unemployment insurance compensation.

- b) *No Debarment, Suspension, Ineligibility and Voluntary Exclusion.* Recipient certifies that neither it nor any owner of the business is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
  - c) *No Employment of Undocumented Workers.* Recipient certifies that Recipient's business, or a branch, division, or department of the business, does not or will not knowingly employ an undocumented worker, and has agreed to abide by the requirements of Chapter 2264 of the Texas Government Code. If, after receiving Grant Award, Recipient's business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the prime rate as published in the Wall Street Journal on the date this Agreement is signed, not later than the 120th day after the date Grantor or the City notifies the Recipient of the violation.
  - d) *No Outstanding Tax Liens or Judgments.* Recipient certifies that it has no outstanding federal, state, city, or Collin County tax liens or judgments.
  - e) *Disclosure of Owners.* Recipient certifies that is has disclosed to Grantor all owners of twenty percent (20%) or more of the Recipient's business.
  - f) *Not a Prohibited Recipient.* Recipient certifies that its principals are not elected City officials, City Board Appointed Officials or any relation within the second degree by consanguinity or the second degree by affinity to any member of the city council, city boards and commissions.
  - g) *Deposit of Grant Award into Operating Account.* Recipient certifies that the bank account it has provided or will provide to Grantor for the purpose of depositing the Grant Award is the operating account for the business for which Recipient sought funding pursuant to the Farmersville/Collin County Small Business Grant Program.
- 7) Recertification of Information Certified in Recipient's Application for Grant Award. When Recipient submitted its application for Grant Award, it made several certifications and by signing this Agreement, Recipient recertifies the following regarding Recipient:

- a) It has physical operations outside of a residential dwelling (commercial storefront/office) located within the incorporated boundaries of the City of Farmersville that are within Collin County.
- b) It was started before and operating within the territorial limits of the City of Farmersville and Collin County on or before March 1, 2019.
- c) It has no outstanding Municipal or Collin County tax liens or judgments.
- d) It is one of the following types of business entities duly licensed with the State of Texas: Corporation; Individual; Sole proprietorship; Single-member limited liability company (LLC); LLC treated as a partnership; LLC – C corporation; LLC – S corporation; or Partnership.
- e) It is currently open for business, even if at a reduced capacity or temporarily shuttered due to direct government order.
- f) It has fifteen (15) or fewer employees.
- g) It has suffered a negative financial impact due to the COVID-19 pandemic.
- h) It is not: a non-profit; non-storefront & home-based business; corporate-owned franchise; a publicly traded business entity; sexually/adult-oriented business; lobbying organization or political organization subject to Internal Revenue Code 527; gambling concern, including casinos, racing operations or other activities whose purpose involves gambling; a concern engaged in illegal activities under federal, state or local laws; a business that is otherwise prohibited by federal or Texas law; a business that is ineligible or precluded to receive federal or State of Texas funding due to federal laws (including but not limited to the CARES Act) or Texas laws; multi-level marketing concerns; governmental/taxing agencies/departments; a business in default or arrearage on past or current federal or state financing or funding programs; or a business involved or affiliated with personal or corporate indictment, arraignment or conviction of criminal offenses.
- i) All documentation submitted by Recipient is true and correct, including but not limited to Recipient's federal tax returns, profit and loss statement, and all documentation used to support Recipient's payroll costs and fixed expenses.

## **DEFAULT AND TERMINATION**

- 8) Return of Grant Award for Non-Compliance and Right to Cure. Should Recipient's spending of the Grant Award be in violation of applicable laws, breach provisions of this Agreement, or otherwise be determined by the Federal Government, Collin

County or the City of Farmersville to be in violation of any applicable regulation or law, Grantee shall return to the City that portion of the Grant Award that is later determined to have been spent in violation of applicable laws, regulations or this Agreement upon three (3) days written notice without penalty. The remedy provided in this section is in addition to and not in lieu of any and all other claims, causes of action, and legal and equitable remedies available to Grantor under applicable law.

- 9) Termination or Expiration of the Agreement. If Grantor terminates this Agreement, Grantee's duties under Paragraphs 8, 10, and 18-20 shall survive such termination or expiration of the Agreement.

## **MAINTENANCE OF RECORDS AND GRANTOR'S RIGHT TO REVIEW**

- 10) Maintenance of Records; Public Records. Recipient shall maintain accurate and written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's expenditure of Grant Award. These records must be sufficient to demonstrate that the Grant Award has been used in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act. Grantor may at any time review Recipient's documentation to determine Recipient's conformance with the requirements of the Agreement and Recipient shall make available to Grantor or the City, upon request, all of Recipient's records and documents with respect to all matters covered by this Agreement.

- a) Grantor or the City may require Recipient to provide additional documentation if the existing documentation is deemed incomplete.
- b) Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Award. Those records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection and review by Grantor or the City, and to audit by state or federal officials so authorized by law, regulation or agreement.
- c) If any litigation, claim, or audit is started before the expiration of the six (6) year time period provided in Section 9(b) above, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
- d) All of Recipient's documents and records comprising this Agreement, and all other documents provided to Grantor or the City may be subject to disclosure under Texas Government Code Chapter 552 ("Texas Public Information Act"). Thus, Grantor or the City may be required, upon request, to disclose the Agreement and other documents or records related to it unless an exception under the Texas Public Information Act or other laws applies.

## MISCELLANEOUS PROVISIONS

- 11)Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.
- 12)Time. Time is of the essence for all provisions of this Agreement.
- 13)Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the Grant Award and supersedes any prior agreements or understandings, written or oral, with respect to the Grant Award. Recipient is not relying upon any promises, representations or understandings, written or oral, in entering into the Agreement, other than as expressly set forth in the Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
- 14)Authority to Execute. Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective Parties as duly authorized representatives thereof.
- 15)Assignment. Grantee agrees that this Agreement will not be assigned without the prior written consent of the City of Farmersville. The City may assign the Agreement in its sole discretion without the consent of the Grantee.
- 16) No Waiver of Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, the City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- 17)Representation. Each Party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof if desired to do so, and is signing the same solely of their own judgment.
- 18)Hold Harmless and Indemnity. **GRANTEE SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF FARMERSVILLE, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS AND INSURED FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CHARGES, SUITS AND JUDGMENTS (INCLUDING COURT COSTS**

**AND REASONABLE ATTORNEY'S FEES) WHATSOEVER THAT IN ANY WAY ARISE OUT OF GRANTEE'S, OR ANY OTHER THIRD PARTIES FOR WHOM THE GRANTEE IS RESPONSIBLE, PERFORMANCE OR NON-PERFORMANCE OF THE PURPOSES CALLED FOR IN THIS AGREEMENT.**

- 19)Bankruptcy or Insolvency. If Grantee (i) becomes insolvent, (ii) files a petition in bankruptcy or similar proceedings, or (iii) is adjudged bankrupt, Grantee shall not make any other eligible expenditures prior to giving written notice to the City of such bankruptcy or insolvency. Grantee and the City shall cooperate to ensure that the Grant Award is in no way jeopardized as a result of such bankruptcy or insolvency and may terminate this Agreement without written notice for such protection.
- 20)No Conflicts. Grantee acknowledges and represents that Grantee is aware of the laws related to prohibited interests found in state law and the Farmersville Code. Grantee acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this Agreement will render the Agreement voidable. Grantee covenants it is not in violation of any prohibited interest referred to above.
- 21)Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 22)Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any article or section.
- 23)Validity. If any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- 24)Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent federal law applies. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 25)Counterparts. This Agreement may be executed in multiple counterparts, and each such counterpart shall be deemed to be an original.
- 26)Notices. Notices shall be effective when hand-delivered during normal business hours or two (2) business days after mailing via certified mail with return receipt requested, postage prepaid, to the address listed below. Either party may change its address for notices by written notice as specified above.

Attn: [Insert Primary Contact Name]  
Business Name  
Business Street Address  
Farmersville, Texas

With a copy to: [Insert Counsel Name]  
Firm Name  
Firm Street Address  
Firm City, State, and Zip

Written notices and other correspondence to Grantor shall be sent to:

Attn: Benjamin L. White  
City Manager  
205 S. Main Street  
Farmersville, Texas 75442

With a copy to: Alan D. Lathrom  
BROWN & HOFMEISTER, LLP-  
740 East Campbell Road  
Suite 800  
Richardson, Texas 75081

27) Acceptances. By their signatures below, the duly authorized representatives of Grantor and Grantee accept the terms of this Agreement in full.

EXECUTED this [INSERT DAY OF MONTH] day of [INSERT MONTH], 2020.

**GRANTOR:**

CITY OF FARMERSVILLE, TEXAS

By: \_\_\_\_\_  
BRYON WIEBOLD, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary



**GRANTEE:**

**[INSERT BUSINESS NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## City of Farmersville / Collin County CARES Act Small Business Grant Program

Business name and DBA: \_\_\_\_\_

Application Postmark or date of receipt: \_\_\_\_\_

The purpose of the City of Farmersville / Collin County CARES Act Small Business Grant Program is to provide small businesses with some relief from the hardship caused by the COVID-19 pandemic. These grants are intended to help preserve the vibrancy of the City of Farmersville's small business economy.

As outlined in the application submitted, the following criteria was used to evaluate eligibility to receive a grant under the Small Business Grant Program. At the bottom of this form is the designation of acceptance or rejection of appropriated assistance. All rejections are final.

### Documents:

Current sales and use tax permit

Certificate of occupancy

Sales and Use reports for 2020 through June 30<sup>th</sup>

### Application Checklist:

Located within Farmersville city limits

Has not permanently closed operation

Has a brick and mortar location and store front

Business is not publicly traded or franchised

Has 15 or less W-2/1099 employees including owners

In operation on or before March 1<sup>st</sup>, 2020

Has not received other COVID-19 related assistance for small businesses

Business will continue operation for at least 90 days

Application is complete

### Notes:

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This application has been:

Accepted

Rejected

## City of Farmersville / Collin County CARES Act Small Business Grant Program

### Approval / Rejection Process

The purpose of this effort is to distribute the CARES Act funds earmarked for small businesses situated in the City of Farmersville and Collin County in the most efficient and effective way possible. The approach suggested is to approve if possible within the constraints of the criteria and common sense, and NOT to grade beyond the criteria with an effort to reject when possible.

This process is designed to promote transparency and reduce subjectivity.

The **Approval / Rejection Form** will be copied and mailed to the applicant. Please keep any added comments concise and factual.

1. The **Approval / Rejection Form** (in the packet) mirrors, generally speaking, the application form
  - 1.1. On the **Approval / Rejection Form**, check the box beside all qualifying entries.
  - 1.2. Complete the entire form, even if one requirement is missing from the application.
2. Consider the “*Other Information*” narrative section, which may reveal additional considerations.
  - 2.1. If the “*Other Information*” is compelling, then note in the “*Other Information*” section on the **Approval / Rejection Form** any overriding factor(s) (whether to approve or reject the application)
  - 2.2. This is where additional information may be brought into the process, such as if a member of the Approval Committee is aware of more information than is noted on the Application, for example, if a business has been shuttered for the past two years and the Approver has personal knowledge of that fact (not hearsay). **This type of information MUST be noted on the Approval / Rejection Form and the Applicant will see it.**
3. Check the *Approve* or *Reject* box at the bottom of the form.
4. Each Application approval process will be initially completed by one reviewer then reviewed by the other members of the Approval Committee. While less efficient, this allows a quick verification of the checkbox entries, and, more importantly, additional viewpoints of the subjective “*Other Information*.”
  - 4.1. If there is a different finding based on the “*Other Information*” between reviewers, the application will be returned to the IETF Facilitator, who will hold all such forms until all applications in the session have been reviewed.

5. In the last part of the Approvals Meeting, any applications with contested subjective results will be read by the Facilitator (without mentioning the name of the business unless it is pertinent), and final approval/rejection determined by a show of hands of the Approval Committee. A short discussion is allowed regarding each application considered.
6. If any Approval Meeting is continuing past the point of productivity due to length, additional Approval Meeting(s) will be scheduled as needed.
7. To prevent loss of oversight, no Application or Packet will leave the room for any reason unless in custody of the IETF Facilitator.
8. The IETF Facilitator will separate packets into boxes by Rejected or Approved status.
  - 8.1. The approved applications will move to the **City Secretary** to have a check processed and mailed with a copy of the ***Approval / Rejection Form***
  - 8.2. The rejected applications will also have the ***Approval / Rejection Form*** copied and mailed to the applicants.

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon the resignation of Jessica Sayre from FCDC (4B) and appointment of new member.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Resignation letter
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

August 10, 2020

City of Farmersville

Attn: Community Development Board – 4B

205 S. Main Street

Farmersville, Texas 75442

I am writing to resign from the Community Development Board effective immediately. Due to time constraints, I am unable to participate on the Innovation and Efficiency Task Force and 4B concurrently. I look forward to still serving the community and the city on the task force.

Should you require anything further, please let me know.

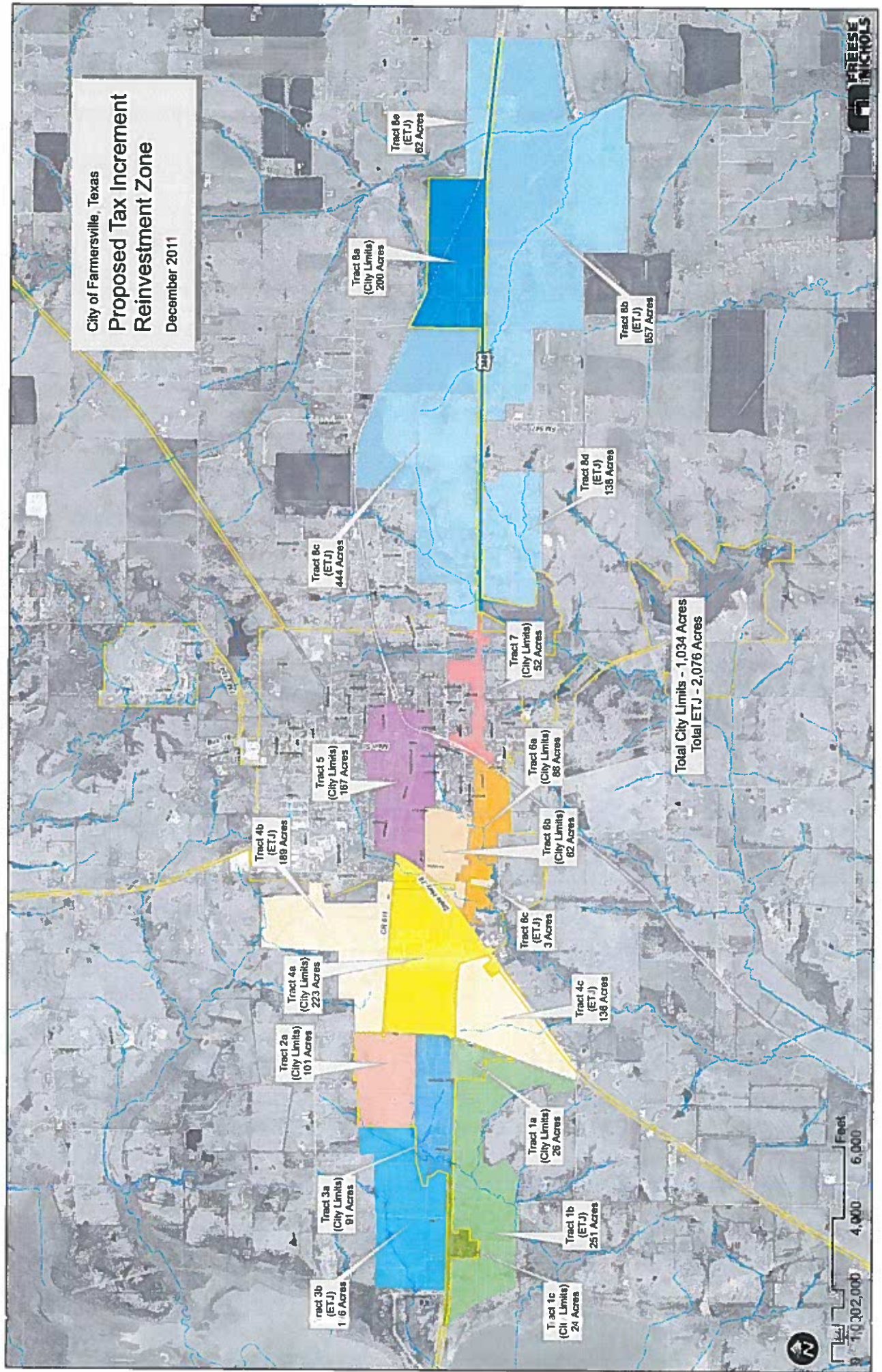
Regards,

Jessica Sayre

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Discussion regarding the TIRZ district and possibly reducing its size.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	TIRZ Map
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



City of Farmersville, Texas  
**Proposed Tax Incremental  
 Reinvestment Zone**  
 December 2011





Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Update regarding the Development Agreement with Nelson Brothers Ready Mix (Farmersville Plant, LLC).
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Summary of Activity
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



## **Nelson Brothers Report**

Remaining items that need to be finished regarding the development agreement:

- Petition for annexation (complete)
- Complete platting of property. Establish use as industrial high impact
  - Public hearing to change land use to Industrial is complete.
  - Zoning change request documentation has been delivered Establish use as industrial high impact
- 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

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Update regarding the Development Agreement with Reliable Concrete.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Summary of Activity
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



## Reliable Concrete Report

Remaining items that need to be finished regarding the development agreement:

- Establish \$150K escrow account and \$95K lien. A specific priority lien was not established however the development agreement is structured to give us lien capability should the terms of the development agreement not be met (complete)
- Extension of water line with meter (complete)
- Petition for annexation (complete)
- Issue CO for batch plant (complete)
- Plant exceeds 25% capacity (6,000 yards per month, 197 yards per day) per month. (complete)
  - Execute paperwork so materials sold are FOB Farmersville (complete)
  - Start of business to May 2020 taxes (4A, 4B, City): \$20,612.16
  - June 2020 taxes (4A, 4B, City): \$11,804
  - Patriot Concrete Inc. is now showing up on official tax data from state!! We have received tax data from the State through June 2020.
- Pay applicable tap fees and impact fees (complete)
- Reimburse \$37.5K to Reliable from escrow (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
  - Public hearing to change land use to Industrial is complete.
  - High Impact Industrial ordinance
    - Zoning change request documentation has been completed
  - Originally scheduled for completion on 11 Aug 2020
- Issue CO for operations building and maintenance building (14 Aug 2020)
- Construct impervious internal driveways (31 Aug 2020)
- Improvements to CR 699 (31 Aug 2020)
  - DBI engineering complete

- DBI coordinating with Hunt and Collin County for permit requirements
- Coordinating with KCS to gain right of entry permit.
- Restructured priorities to begin this project once we have all permits in place. JW Spain will be placed on back burner once we begin this project.
- Meet all requirements of performance criteria and development agreement (31 Aug 2020)

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Update regarding the construction of Collin Parkway/Farmersville Parkway.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Summary of Activity
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## **Collin/Farmersville Parkway Report**

Farmersville Parkway, 4 lane divided (phase: engineering, completion percentage: 10%)

- The project was bid and awarded to RPM Construction.
- Beginning of construction was delayed awaiting ROW acquisition. All ROW has been acquired except for small lot on the northwest corner of Audie Murphy Parkway and Collin Parkway.
- Condemnation process has begun to acquire ROW on the northwest corner of Audie Murphy Parkway and Collin Parkway.
- Preconstruction meeting set for 25 Aug 2020. We are making it clear to RPM that we need completion of this project prior to the end of the year. At the very least the Collin Parkway section.

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon and interlocal agreement with Collin County regarding dispatch services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Interlocal Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>





## Contract Amendment

ONE (1)

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

Vendor: City of Farmersville  
205 S. Main St.  
Farmersville, TX 75442

Effective Date #####  
Contract No. 2020-084

Contract Dispatch Services

Awarded by Court Order No.: 2019-1098-11-25  
Amendment 1 Court Order No.: \_\_\_\_\_

### YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Item #1 Extension Term.  
Extension of agreement for a one (1) year period as provided for in section 2.01 of the contract documents. Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021.
- Item #2 Section 5.01 "Compensation":  
The dispatch service charges for FY2021 in the amount of \$62,669 shall be paid by the City in four quarterly installments of \$15,667.25 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY 2021, the fee will be \$108 per radio and may be updated annually by PAWM.
- Item #3 Add Force Majeure to Terms and Conditions:  
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_  
(Print Name)

City of Farmersville  
205 S. Main St.  
Farmersville, TX 75442

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_

FY 2021 Radio Cost (excluding FD)

	PD Radios	PAWM	PAWM	Collin County	Grand
Outside Agency	as of 03/06/20	Fee per Radio	Cost	Radio/Dispatch Fee	Total
Anna	34	\$ 108	\$ 3,672	\$ 107,414	\$ 111,086
Anna ISD	4	\$ 108	\$ 432	\$ 7,885	\$ 8,317
Celina	49	\$ 108	\$ 5,292	\$ 132,874	\$ 138,166
Celina ISD	5	\$ 108	\$ 540	\$ 9,056	\$ 9,596
Community ISD	5	\$ 108	\$ 540	\$ 9,191	\$ 9,731
Fairview	41	\$ 108	\$ 4,428	\$ 112,738	\$ 117,166
Farmersville	22	\$ 108	\$ 2,376	\$ 62,669	\$ 65,045
Farmersville ISD	6	\$ 108	\$ 648	\$ 11,898	\$ 12,546
Josephine	14	\$ 108	\$ 1,512	\$ 37,481	\$ 38,993
Lavon	17	\$ 108	\$ 1,836	\$ 51,400	\$ 53,236
Melissa	27	\$ 108	\$ 2,916	\$ 87,481	\$ 90,397
Melissa ISD	3	\$ 108	\$ 324	\$ 5,913	\$ 6,237
Princeton	42	\$ 108	\$ 4,536	\$ 149,092	\$ 153,628
Outside Agency Total	269	\$ 108	\$ 29,052	\$ 785,092	\$ 814,144
Collin County	1,103	\$ 108	\$ 119,124	\$ 2,896,205	\$ 3,015,329

## **Attachment "A"**

### **Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form**

#### **Remote Access Agreement**

##### **1.0 Purpose**

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

##### **2.0 Scope**

This policy applies to all Law Enforcement and Fire Department personnel external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

##### **3.0 Policy**

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency.
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized

Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.

11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.
12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
13. Accounts will be locked out after a certain number of failed attempts.
14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

#### **4.0 Granting Access**

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

#### **5.0 Enforcement**

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

#### **6.0 Liability**

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

## 7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

### Agency Management's Signature (if applicable)

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### Remote Access Users Signature

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### Sponsoring Party's Signature

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Return form to:

Caren Skipworth  
2300 Bloomdale #3198  
McKinney, Texas 75071

## ATTACHMENT B

### MOTOROLA ASTRO 25 P25 RADIO SYSTEM

#### TERMS OF USE

- 1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
- 2) Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
- 3) The participating department will notify Commander Palmisano of any radio (Mobile or Portable) that is misplaced, stolen, or lost. Those radios will de-active the ID immediately.
- 4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
- 5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is highly discouraged on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
- 6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

#### AUTHORIZED PROGRAMMERS *(This list may be modified at any time during this agreement)*

- 1) Plano Radio Shop (City of Plano)
  - 2) Frisco Radio Shop (City of Frisco)
  - 3) McKinney Radio Shop (City of McKinney)
  - 4) Crosspoint Communications
  - 5) Fort Worth Radio Shop (City of Fort Worth)
  - 6) Dallas Radio Shop (City of Dallas)
  - 7) Harris Corp (Irving Shop only)
  - 8) Garland Radio Shop (City of Garland)
- 
- 7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to Commander Palmisano anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
  - 8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. Command Palmisano must be notified before the radio changes ownership.
  - 9) Anytime an emergency button is accidentally activated, it is the responsibility of the officer to let Dispatch know that the activation was a mistake.

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Discuss and act upon the proposal to consider the tax increase.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	Notice of Public Hearing
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

# CITY OF FARMERSVILLE

## INFORMATION NEEDED FOR THE PUBLICATION OF THE NOTICE OF PUBLIC HEARING

The "Notice of Public Hearing" must be published at least five days prior to the Public Hearing or meeting to vote.

Proposed Tax Rate:	M&O:	0.479241
	I&S:	0.232803
TOTAL TAX RATE:		0.712044

### PUBLIC HEARING WITH VOTE ON TAX RATE:

Date: 09/08/2020	Place: City Hall Council Chambers
Time: 6:00 p.m.	Address: 205 S. Main
	Farmersville, TX 75442

OR

### PUBLIC HEARING WITH SEPARATE MEETING TO VOTE:

Date: _____	Place: _____
Time: _____	Address: _____
	_____

*If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate. Texas Property Tax Code, Section 26.06 (d)*

*Meeting to vote must be held no later than the seventh day after the date of the public hearing.*

### MEETING TO VOTE:

Date: 09/08/2020	Place: City Hall Council Chambers
Time: 6:00 p.m.	Address: 205 S. Main
	Farmersville, TX 75442

*When scheduling the Public Hearing and meeting to vote, please keep in mind that the Tax Office must receive a copy of the Ordinance adopting the 2020 tax rate no later than Noon on September 16, 2020.*

Please complete the information on the "Governing Body Vote" tab along with the "Notice of Public Hearing" tab.

The Notice of Public Hearing must be posted on the homepage of the entity's website 7 days prior to the Public Hearing until the tax rate is adopted.

***Submission of this document confirms acknowledgement that the Tax Rate Calculation Worksheet is approved to be transferred to the Central Appraisal District's public database.***



# CITY OF FARMERSVILLE

**Tax Code 26.05(d):** The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate.

**Tax Code 26.06(a):** A Public Hearing required by section 26.05 may not be held before the fifth day after the date the notice of the public hearing is given. The hearing must be on a weekday that is not a public holiday.

**Tax Code 26.06(c ):** If the taxing unit publishes the notice in a newspaper, the taxing unit must also post the notice prominently on the home page of the Internet website of the taxing unit from the date the notice is first published until the public hearing is concluded.

**Tax Code 26.06(d):** The governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time and place of the meeting at which it will vote on the proposed tax rate.

**Tax Code 26.06(e ):** A meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing.

**Tax Code 26.065(b):** The taxing unit shall post notice of the public hearing prominently on the home page

# JULY 24, 2020 CERTIFIED ESTIMATE OF TAXABLE VALUE WORKSHEET FOR: FARMERSVILLE CITY

ENTITY NAME: FARMERSVILLE CITY

CERTIFIED ESTIMATE DATE: July 24, 2020

PRELIM. TOTALS DATE: July 17, 2020

CORRECTED August 18, 2020

## JULY 24, 2020 CERTIFIED ESTIMATE OF TAXABLE VALUE

CORRECTED

	INSTRUCT	NOTES	
		(A)	(B)
2020 TAXABLE VALUE OF PROPERTIES NOT UNDER ARB REVIEW:		\$236,046,576	
2020 ESTIMATED TAXABLE VALUE OF PROPERTIES UNDER ARB REVIEW:		\$11,354,425	
TOTAL CERTIFIED ESTIMATE OF TAXABLE VALUE FOR TAX RATE CALCULATIONS:		\$251,000,000	

SCHOOL DISTRICTS MUST COMPLETE THIS SECTION, SINCE BY LAW THEY HAVE A HOMESTEAD FREEZE. OTHER ENTITIES COMPLETE THIS SECTION IF THEY GRANT THE HOMESTEAD FREEZE

2020 NOT UNDER ARB REVIEW, FREEZE TAXABLE:	\$0	(D)	loss in taxable value due to Senior Citizen exemption, 'Actual Tax' added back at frozen amount.
2020 NOT UNDER ARB REVIEW, TRANSFER ADJUSTMENT TAXABLE:	\$0	(E)	loss in taxable value due to Senior Citizen or Disabled Person Transferring their exemption into tax entity
NOT UNDER ARB REVIEW FREEZE ADJUSTED TAXABLE:	\$236,046,576		
2020 UNDER ARB REVIEW TOTALS, FREEZE TAXABLE:	\$0	(F)	loss in taxable value due to Senior Citizen exemption, 'Actual Tax' added back at frozen amount.
2020 UNDER ARB REVIEW TOTALS, TRANSFER ADJ. TAXABLE:	\$0	(G)	loss in taxable value due to Senior Citizen or Disabled Person Transferring their exemption into tax entity
2020 UNDER ARB REVIEW FREEZE ADJUSTED TAXABLE:	\$11,354,425		
2020 TOTAL CALCULATED FREEZE ADJUSTED TAXABLE VALUE:	\$251,000,000		
ROUNDED:	\$251,000,000		DOES NOT OFFER THE FREEZE, VALUE HERE SAME AS TAXABLE ABOVE
2020 CALCULATED FREEZE TAXABLE + TRANSFER ADJUSTMENT	\$0		

## 2019 KEY CHAPTER 42 (LITIGATION) & TAXABLE VALUE INFORMATION FOR 2020 INITIAL SETUP OF THE TAX RATE WORKSHEET

2019 CURRENT TAXABLE VALUE (From 2020 Summary Certification Spreadsheet)	\$263,051,816	
25.25(d) Taxable (add back to current 2019 taxable value)	\$37,563	+
SUB TOTAL 2019 CURRENT TAXABLE VALUE	\$263,089,479	=
2019 ARB CERTIFIED VALUE OF PROPERTIES REMAINING IN LITIGATION UNDER CHAPTER 42:	\$62,891	
2019 DISPUTED TAXABLE VALUE FOR PROPERTIES REMAINING IN LITIGATION, UNDER CHAPTER 42:	\$18,442	
2019 UNDISPUTED TAXABLE VALUE (TAX RATE FORM WILL CALC):	\$34,249	
2019 CALCULATED TAXABLE VALUE FOR LINE 1 OF NO-NEW-REVENUE WORKSHEET:	\$263,036,788	

2019 Taxable Value Calculation, before adjusting for Taxable to be shown in Line 6

LINE 6.A Comptroller's No-New-Revenue Rate Worksheet Line 6.A

LINE 6.B Comptroller's No-New-Revenue Rate Worksheet Line 6.B

LINE 6.C Calculated Field on No-New-Revenue Worksheet (Line 6.C and subtract line 6.B from 6.A)

LINE 1 Comptroller's No-New-Revenue Rate Worksheet Line 1

(Formula is Latest Supp Taxable, plus 25.25(d), minus Certified Taxable of 2019 Remaining Litigation)

THE SECTION BELOW IS AN UNOFFICIAL CALCULATION OF 2020 ESTIMATED TAX LEVY, BASED ON YOUR ESTIMATED TAX RATE, AND IS NOT THE RESULT OF YOUR NO-NEW-REVENUE RATE CALCULATION.

TAXABLE OR FREEZE ADJUSTED TAXABLE, PULLED DOWN FROM CALC. ABOVE:	\$251,000,000	
ESTIMATED TAX RATE:	0.75000000	X
CALCULATED BASE TAX LEVY:	\$2,182,500	=

IF YOU DO NOT GRANT THE HOMESTEAD FREEZE, STOP HERE.

ACTUAL TAX FROM NOT UNDER ARB REVIEW (Freeze Taxable Section):

ACTUAL TAX FROM UNDER ARB REVIEW TOTALS (Freeze Taxable Section):

CALCULATED BASE TAX, PLUS FROZEN TAX LEVY:

CALCULATED ACTUAL TAX FROM ARB APPROVED + UNDER REVIEW \$0

GENERAL NOTES REGARDING CALCULATIONS FOR: FARMERSVILLE CITY

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Final Plat of Camden Park Phase 3.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 25, 2020
Attachment(s)	<ol style="list-style-type: none"> <li>1. Application</li> <li>2. Letter of Intent</li> <li>3. DBI Review Letter</li> <li>4. Final Plat</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



## SUBDIVISION APPLICATION FORM

### City of Farmersville, Texas

#### Please Type or Print Information

*This form shall be completed by the Applicant and submitted to the City Secretary's Office along with 6 copies of the respective plat, fees, and all other required information.*

*In order for a completed package to be considered for a Planning and Zoning Board meeting all application materials will need to be turned into the City staff at least 3 weeks prior. The package will need to be technically complete 6 working days prior to the Planning and Zoning Board meeting.*

*The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.*

*The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.*

*For a list of fees associated see the City of Farmersville Master Fee Schedule. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.*

*Exemptions to the platting process are listed in section 1.5 of the Subdivision Ordinance.*

*Subdivision Ordinance variances/waivers may be granted by following the steps outlined in section 1.10 of the Subdivision Ordinance.*

*Public infrastructure requirements established by the respective code (example, International Fire Code) and interpreted by the code official may be appealed based on a claim of incorrect interpretation, code applicability, or equivalent methodology. Code requirements cannot be waived.*

*Place "X" or check mark in appropriate box. All answers must be "Yes" to submit application.*

Pre-Application Requirements		
Yes	No	Requirement
X		Attended Pre-Application Conference
X		Plat described by metes and bounds
X		Plat located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part
N/A		Dimensions of plat and of each street, alley, square, park, or other part of the plat intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part
X		Plat is located in Collin County
		Plat is located in Hunt County
		Plat is located within the City of Farmersville corporate limits or Extra-Territorial Jurisdiction (ETJ) limits

## Subdivision Application Form

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
X			** Six copies of plat. Dimensions should be 24" X 36".
X			* * Original certified tax certificate (electric company)
X			** Utility service provider letters
			** Proof of land ownership document
			** Electronic version of plat on CD (.PDF and .DWG)
			** Fees with appropriate retainer as required
		X	Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
			Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
		X	Two copies of engineering plans
		X	On-Site Sanitary Sewer Facility (OSSF) certification document
		X	Engineer's Summary Report
		X	Development schedule
		X	Development agreement
		X	Copy of covenants, conditions, restrictions, and agreements
		X	Geotechnical report
		X	Traffic study
		X	Application letter for proposed street names

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Plat Document Submittal	
	Concept Plan
	Preliminary Plat
X	Final Plat
	Development Plat
	Replat
	Amending Plat
	Minor Plat
	Vacated Plat

## Subdivision Application Form

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	SHG Land Investments of Farmersville
Address	9400 N. Central Expressway #404
City	Dallas
State	TX
Zip	75231
Work Phone Number	972-479-8724
Facsimile Number	
Mobile Phone Number	214-384-8486
Email Address	tzadeh@mtaco.com
Applicant/Responsible Party Information	
Name	Same As Above
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Engineer Information	
Name	Crannell Crannell & Martin Engineering
Address	2570 Justin Rd. #209
City	Highland Village
State	TX
Zip	75077
Work Phone Number	972-691-6633
Facsimile Number	972-691-6628
Mobile Phone Number	214-727-9013
Email Address	jeff@ccm-eng.com
Surveyor Information	
Name	KAZ Surveying
Address	1720 Westminster St.
City	Denton
State	TX
Zip	76205
Work Phone Number	940-382-3446
Facsimile Number	
Mobile Phone Number	
Email Address	tony@kazsurveying.com

## Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	Camden Park
Total Acreage of Development	29.34
Physical Location of Property	County Road 610, north of Highway 380
Legal Description of Property	W.B. Williams Survey Abstract 952
Number of Lots	135

Place "X" or check mark in appropriate box indicating the form provided for proof of land ownership. Attach document to this submission.

Type of Plat Document Submittal	
<input type="checkbox"/>	General Warranty Deed
<input type="checkbox"/>	Special Warranty Deed
<input type="checkbox"/>	Title Policy
<input type="checkbox"/>	Other (approved by City Manager):

Place "X" or check mark in appropriate box indicating the **current** zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning		
<input type="checkbox"/>	A	Agricultural District
<input type="checkbox"/>	SF-1	One-Family Dwelling District
<input type="checkbox"/>	SF-2	One-Family Dwelling District
<input type="checkbox"/>	SF-3	One-Family Dwelling District
<input type="checkbox"/>	2F	Two-Family Dwelling District
<input type="checkbox"/>	MF-1	Multiple-Family Dwelling District-1
<input type="checkbox"/>	MF-2	Multiple-Family Dwelling District-2
<input type="checkbox"/>	P	Parking District
<input type="checkbox"/>	O	Office District
<input type="checkbox"/>	NS	Neighborhood Service District
<input type="checkbox"/>	GR	General Retail District
<input type="checkbox"/>	C	Commercial District
<input type="checkbox"/>	HC	Highway Commercial
<input type="checkbox"/>	CA	Central Area District
<input type="checkbox"/>	I-1	Light Industrial District
<input type="checkbox"/>	I-2	Heavy Industrial District
<input checked="" type="checkbox"/>	PD	Planned Development District
<input type="checkbox"/>		Extra-Territorial Jurisdiction

## Subdivision Application Form

Place "X" or check mark in appropriate box indicating the **proposed zoning districts** comprising the land. Depending on the situation more than one box may be indicated. If zoning remains unaffected mark the same as above in the "Current Zoning Districts" table.

Proposed Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
X	PD	Planned Development District
		Extra-Territorial Jurisdiction

Place "X" or check mark in appropriate box indicating the **proposed use of the land**. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
X	One Family Detached Dwelling
	One Family Attached Dwelling
	Zero Lot Line Dwelling
	Town Home
	Two Family Dwelling
	Multiple Family Dwelling
	Boarding or Rooming House
	Bed and Breakfast Inn
	Hotel or Motel
	HUD Code Manufactured Home
	Industrialized Housing
	Mobil Home



Use of Land and Buildings	
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
	Off Street Parking Incidental to Main Use
	Stable
	Swimming Pool
	Temporary Field Office or Construction Office
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop <input type="checkbox"/> Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

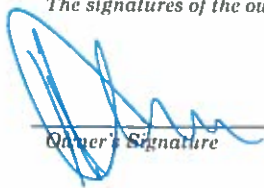
<b>Use of Land and Buildings</b>	
<b>Agricultural Types Uses</b>	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
<b>Commercial Type Uses</b>	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
<b>Industrial Uses</b>	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction

## Subdivision Application Form

Indicate the utility provider's name for the property in the space provided.

Utility Providers	
Description of Service	Name
Electrical Service Provider	City of Farmersville
Water Supplier	City of Farmersville
Sewage Disposal	City of Farmersville
Telephone Service	
Cable TV Service	
Gas Service	
Refuse Pick-Up	

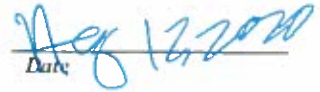
The signatures of the owner(s) below indicate intention to follow through with the platting/subdivision process.



Owner's Signature

M.T. Akhavizadeh

Owner's Name (Printed)



Date

Co-Owner's Signature

Co-Owner's Name (Printed)

Date

Co-Owner's Signature

Co-Owner's Name (Printed)

Date

## **City of Farmersville Staff Only**

(Applicant, do not mark in spaces below)

Description	Response
Name of City Staff Worker Receiving Application	
Fee Amount	
Check Number	
Date Received	
City Receipt Number	
City Asset Account Number	



**CCM ENGINEERING**  
2570 FM 407 STE. 209  
HIGHLAND VILLAGE, TX 75077  
972.691.6633  
TBPE FIRM #605

**August 12, 2020**

**LETTER OF INTENT FOR  
CAMDEN PARK PHASE 3, FARMERSVILLE TEXAS**

Phase 3 includes 135 single family lots and several open space X lots. The property contains approximately 29.34 acres and is located north of Highway 380 and west of Harvard Lane.

**Developer:**

Camden Homes, c/o Ted Zadeh  
12850 N. Central Expressway, suite 1651  
Dallas, Texas 214-386-8486

**Engineer:**

CCM Engineering, c/o Jeff Crannell  
2570 Justin Road, suite 209  
Highland Village, Texas 972-691-6633

**Surveyor:**

KAZ Surveying c/o Gerald Dyer  
1720 Westminster Street  
Denton Texas 940-382-3446



August 13, 2020

RE: Camden Park Phase 3 – Final Plat  
Dated August 13, 2020

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. It is recommended the Final Plat be approved pending completion of the following items:

- A 15' drainage easement added on Lot 40 Block G for the storm line located across this lot.
- Removal of the signature block on Sheet 1 of the Final Plat.
- Final acceptance by the Council of the subdivision upon completion and final review for the utility infrastructure and As-Built record drawings.

If you should have any questions, please contact Sandra Green at the City of Farmersville at 972-782-6151.

Sincerely,

  
Jacob Dupuis, P.E.





11/20/2014 10:07:30 AM

[illegible][illegible][illegible][illegible]

FINAL PLAT  
CAMDEN PARK, PHASE 3  
DIVIDING 135 RESIDENTIAL LOTS & 2 "X" LOTS OUT OF  
29.34 ACRES IN THE V.B. WILLIAMS SURVEY  
ABSTRACT NO. 952, CITY OF FARMERSVILLE,  
COLLIN COUNTY, TEXAS

**KAZ**  
3 BREWERY

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0 WBS:ADS SURVEY  
ABS TRAC: B 962  
WBS: ADS SURVEY

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## **VII. Budget workshop**

## **VIII. EXECUTIVE SESSION**

## **IX. RECONVENE FROM EXECUTIVE SESSION**

## **X. Requests to be Placed on Future Agendas**

## **XI. Adjournment**