

## **VIII. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon Resolution #R-2021-0126-001 finding and declaring the current number of inhabitants within the city's corporate limits to exceed 5,000.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	R-2021-0126-001
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>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2021-0126-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, FINDING AND DECLARING THE CURRENT NUMBER OF INHABITANTS WITHIN THE CITY'S CORPORATE LIMITS TO EXCEED 5,000, THEREBY QUALIFYING THE CITY TO ADOPT A HOME-RULE CITY CHARTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville, located in Collin County, Texas, is a Type-A, general-law city, created in accordance with Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City of Farmersville was incorporated as a general-law city on June 2, 1873, and it adopted the Manager-Council form of government on March 20, 1984; and

**WHEREAS**, the City Council of the City of Farmersville, Texas ("City Council") has instructed the City administrative staff to conduct a study, and to consider relevant documents generated by applicable local, regional, state, and federal governmental entities to determine if the number of inhabitants within the city limits currently exceeds 5,000; and

**WHEREAS**, the City administrative staff has researched and studied such applicable documents including, among other sources, City records of those water meter/utility accounts currently serving all residential households within the Farmersville city limits, past census figures, current population estimates, and projections of inhabitants living within the City, regional household density findings, surveys of the number of inhabitants in retirement facilities and nursing homes and apartment complexes that are served by one master water meter/utility account rather than individual water meter/utility accounts, and other relevant data; and

**WHEREAS**, the City administrative staff has provided the City Council with its findings, and the City Council has reviewed and considered those findings and has made the good-faith determination that the current number of inhabitants within the Farmersville city limits exceeds 5,000, and that, pursuant to Article XI, Section 5 of the Texas Constitution, the City is eligible to hold an election whereby voters can consider the adoption of a city charter.

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

**Section 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**Section 2.** Following careful review of the studies and findings submitted by the City administrative staff, the City Council of the City of Farmersville, Texas, hereby finds and officially makes the good-faith determination that the current number of inhabitants within the Farmersville city limits exceeds 5,000, and that, pursuant to Article XI, Section 5 of the Texas Constitution, the City is eligible to hold an election whereby voters can consider the adoption of a new city charter.

**Section 3.** This Resolution shall take effective immediately upon its passage.

**DULY PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this \_\_\_\_\_ day of January, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alan D. Lathrom  
City Attorney

Agenda Section	Regular Agenda
Section Number	VIII.B
Subject	Consider, discuss and act upon Resolution #R-2021-0126-002 reinstituting the Rifle Purchase Program and Policy.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	R-2021-0126-002
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-2021-0126-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE POLICY AND PROCEDURES FOR THE FARMERSVILLE POLICE DEPARTMENT'S RIFLE PURCHASE PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Chief of Police and the City Manager recommended, and the City Council previously approved and adopted a Policy and Procedure guide for the Farmersville Police Department's Rifle Purchase Program by and through Resolution # R-2013-0212-002 dated February 12, 2013; and,

**WHEREAS**, Resolution # R-2019-1022-001 dated October 22, 2019 caused Resolution # R-2013-0212-002 to expire on October 22, 2019; and

**WHEREAS**, the Chief of Police and the City Manager recommend that the City Council renew and reinstitute the Farmersville Police Department's Rifle Purchase Program by and through the Policy attached hereto as Exhibit A; and

**WHEREAS**, the City Council has reviewed the Farmersville Police Department's Rifle Purchase Program and the Policy attached hereto and finds that the renewal and reinstitution of said program is in the best interests of the health, safety and welfare of the citizens of Farmersville, Texas.

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

**Section 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**Section 2.** The City of Farmersville's Police Department Rifle Purchase Program (the "Program") is hereby renewed and reinstituted subject to compliance with the Policy therefor, attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law.

**Section 3.** The City of Farmersville's Police Department Rifle Purchase Program Policy (the "Policy"), attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the official rifle purchase policy of the City of Farmersville.

**Section 4.** This Resolution shall take effective immediately upon its passage.

**Section 5.** The Program and Policy should be included in the appropriate chapter of the Personnel Policies Manual applicable to City of Farmersville Police

Department Officers or in the appropriate chapter of the Farmersville Police Department's General Orders. In the alternative, if in the opinion of the Police Chief and the City Manager the Program and Policy should not be incorporated into either of the foregoing identified documents, this Resolution shall be and remain in full force and effect until such time as the Chief of Police or City Manager determine that the continuation of the Program and Policy are no longer in the best interest of the City or this Resolution is terminated by subsequent official action of the City Council.

**DULY PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this \_\_\_\_\_ day of January, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alan D. Lathrom  
City Attorney

## Exhibit A

### **Policy**

#### **Payroll Deductions**

Standard payroll deductions may include Medicare, OASDI, and FICA, medical, dental and life insurance, credit union, savings, US Savings Bonds, deferred compensation, TMRS, United Way, unreimbursed medical and child care expenses (IRS, Section 125), and child support.

The City of Farmersville shall allow police officers to purchase essential equipment authorized by the department through payroll deduction. Said "equipment" payroll deductions must go before city manager and city council for approval. Upon approval, an employee may select item(s) to be purchased and submit the invoice listing the items and prices, including taxes, for the purchase to be paid through payroll deduction.

Since the purchase is for personal use, but is job related, and is not owned by the City, purchases are subject to sales taxes. The City reserves the right to set a minimum amount to be deducted as well as a time limit, in which said purchase must be paid off completely. In regards to equipment purchases, the city would desire to complete all payroll deductions within the fiscal year in which the purchases are made. Any extensions to equipment purchases must have city manager approval.

#### **Filing Process**

Upon approval, a copy of the invoice must be submitted by the department head to the city manager and finance. Said invoice must be accompanied with a completed employee payroll deduction form for processing. The original invoice should accompany the payment authorization form submitted by the department to the purchasing department for payment to the vendor.

In the event employment with the city terminates for any reason prior to repayment of the full amount due under the purchase agreement, the entire remaining balance shall become immediately due and payable to the city. The remaining balance, if any, upon termination of employment, shall be deducted from the employee's final paycheck. If there are not sufficient funds in the employee's final paycheck to pay the remaining balance, the City may withhold the employee's final paycheck until the remaining balance has been paid in full.



### **Rifle Program**

The city and police department recognize the need for its police officers to be fully prepared to function in their duties as police officer's for the City of Farmersville. Purchasing and issuing specialized weapons such as rifles, in order to engage active shooters and suspects with like weapons is a unique situation in which, one weapon and/or piece equipment is not easily interchangeable between officers.

Due to the various physical size, fit, and sight alignment of officer's, issuing a "set" specialized department weapon to an officer is problematic. Additionally, the financial impact to the department to issue a specialized weapon fitted to each officer is not economically feasible. For that reason, the city offers a onetime purchase rifle program, in which the officer can order a department approved rifle.

The city agrees to fund the non-interest purchase but the officer must repay the amount funded back to the city through payroll deduction. The purchase and payroll deduction must be completed within the fiscal budget year. The amount to be deducted will be calculated based on the number of pay checks left in that year. The rifle and its components will be bid through a department approved vendor. Once approved, the officer will submit a payroll deduction authorization form to the department head.

This specialized weapon is a personally owned weapon, but it's also used during the course of your duties as a police officer. Before delivery is made to the officer, said weapon will be delivered to a Federal Firearms License Holder, selected by the department and who will complete the required ATF paperwork. Once completed, the weapon will be delivered to the officer.

The officer is required to attend an approved 40 hour rifle course before said weapon can be carried on duty. Additionally, the Farmersville Police Department has a weapons policy in which the officer must qualify at 90% on an approved rifle qualification course annually.



City of Farmersville, Texas  
205 S. Main St  
Farmersville, Texas 75442  
972-782-6151

**Employee Equipment Purchase  
Authorization Form**

I, \_\_\_\_\_, an employee of the City of Farmersville,  
hereby  
authorize the City to purchase on my behalf, for my use, one (1)  
\_\_\_\_\_,  
for a total purchase price of \$ \_\_\_\_\_. I furthermore authorize the City to deduct  
\$ \_\_\_\_\_ dollars per pay period from my payroll check until such time as the amount  
of the purchase price of the \_\_\_\_\_ has been  
repaid.

In the event I leave the employ of the City for any reason, prior to completion of said  
payment, I authorize the City to deduct any remaining balance from my final check. If  
my final check is not sufficient to cover the balance then owed, I agree to pay the City  
said balance within one (1) month of the last date of my employment.

Signed the \_\_\_\_ / \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Employee Name

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon the resignation and replacement of Amber Bynum from the Main Street Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
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"/> 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>

## Sandra Green

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**From:** Kevin Casey  
**Sent:** Thursday, January 7, 2021 2:45 PM  
**To:** Sandra Green  
**Subject:** FW: Main Street Resignation

-----Original Message-----

**From:** Amber Bynum  
**Sent:** Friday, November 6, 2020 6:33 PM

**Subject:** Main Street Resignation

Kevin and Dorris,

I wanted to thank you guys for welcoming me to the Farmersville Main Street Board. I was truly so excited about my role as a board member.

Unfortunately I am having to make the decision to resign from my role.

Our storefront in downtown Farmersville has taken off in ways we never expected. We are growing rapidly and what little time I have left is needing to be spent with my family, which has been suffering greatly from my absence.

I apologize for the short term I spent on the board. But I hope that you know I am here for you guys with any volunteer work! I want to support the Main Street program in any way that I can.

Farmersville has really captured my heart in the past few months and I'm so excited to watch it grow!

Thank you again,  
Amber Bynum

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon the recommended changes from the Parks and Recreation Board regarding the Little League Contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	Little League Contract
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>

**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN  
THE CITY OF FARMERSVILLE  
AND  
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

This Athletic Complex Joint Use Agreement ("Agreement"), is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**, an unincorporated entity (the "Little League") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**WHEREAS** the City of Farmersville owns the athletic facility located at the intersection of Murchison Street and Merit Street that is known as the J. W. Spain Athletic Complex ("Complex"); and,

**WHEREAS** the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Complex;

**NOW THEREFORE**, the City of Farmersville and the Farmersville Little League Baseball Association agree to the following user regulations concerning the J. W. Spain Athletic Complex:

**Section 1. Designation of Fields and Field Use**

**A. Designation of Playing Fields**

For purposes of clarity in this Agreement, the south field in the Complex (located closest to the intersection of Merit Street and Murchison Street) will be designated Field 1. The middle field of the Complex located immediately adjacent to the third-base side of Field 1 will be designated as Field 2. The north field of the Complex located immediately adjacent to the third-base side of Field 2 and closest to Merit Street will be designated as Field 3. The baseball fields on the northeastern most side of the Complex will be known as Fields 4 and 5, respectively, with the third-base line of Field 4 being adjacent to the outfield of Field 3 and the third-base side of Field 5 being adjacent to the first-base side of Field 4. Fields constructed after the date of this Agreement will be numerically designated at the time of construction. Fields 1 through 5, and any additional fields that may hereafter be constructed will hereafter be referred to singly and collectively as the "Playing Fields."

**B. Scheduling of Playing Fields for Little League Usage**

The Little League Baseball regular season begins in February and runs through November (the "Playing Season"). The Little League will have priority access to Fields 1 through 5 during all scheduled Little League games and team practices that are approved in advance and calendared on the City's schedule for the Complex by the City Manager or his designee.

At least thirty (30) days prior to the beginning of any Playing Season during which this Agreement is in full force and effect, the Little League shall provide the

following information to the City Manager, or his designee, for the City's concurrence and approval:

- (1) The Little League must provide the Little League's game schedule.
- (2) The Little League must also provide the Little League's practice schedule.

It will be the Little League's responsibility to meet with the City to discuss the scheduling of all league games, practices, and league related tournaments, if any.

C. The City's Scheduling Rights and Responsibilities

1. The City Manager, or his designee, has the final authority for scheduling all Complex and Playing Field events, and such decisions by the City are final.
2. The City will work with the Little League to schedule time periods for use of the Complex and the Playing Fields by the Little League for the Playing Season. Any scheduling conflicts should be brought to the attention of the City Manager, or his designee, as soon as practicable after any such conflict is discovered.
3. The City will communicate with the Little League regarding the closure of the Complex due to inclement weather or any outside factor that may hinder the Little League from utilizing the Complex or a specific Playing Field. Decisions by the City are final. The City will work with the Little League, at the Little League's request, to reschedule games, and league related events during the Playing Season for events impacted by the closure of the Complex or one or more Playing Fields under this clause.
4. At all times when the Complex or any of the Playing Fields are not scheduled for Little League use or are not then actually being used by the Little League for a Little League event the Complex and the Playing Fields not so in use shall be open for the public's use on a first-come first-use basis.
5. City specifically reserves the right to remove or exclude any person, group or organization from the Complex or City-owned or operated facilities based on conduct that the City determines, in its sole discretion, to be objectionable or violative of the City's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

D. Preparation of Playing Fields

The Little League may begin preparation of the Playing Fields for the Playing Season at any time before the beginning of the Playing Season after notifying the City Manager, or his designee, of the Little League's intent to begin such work.

**Section 2. City Fees**

The Little League shall collect and pay to the City an amount equal to One Hundred Dollars (\$100.00) for each team that signs up to participate in the then current Little

League Playing Season. The annual fee per team participating in a Playing Season shall be due and owing to the City no later than sixty (60) days after the first regularly scheduled game of the applicable Playing Season. Supporting documentation regarding the participating teams shall be made available to the City no later than sixty (60) days after the first regularly scheduled game of the applicable Playing Season.

### **Section 3. Grounds and Complex Maintenance**

- A. In consideration of the privilege of using the Complex, the Little League agrees to be solely responsible for the inspection of the Complex and the Playing Fields for all Little League events. The Little League shall use its best efforts to prevent damage to any part or portion of the Complex and the Playing Fields. If, however, any part or portion of the Complex and/or the Playing Fields becomes damaged during the Little League's use of the Complex, Little League shall immediately notify the City Manager, or his designee, of such damage and cooperate with the City to arrange for the prompt repair of the Complex and/or the Playing Fields. The Little League shall also promptly notify the City Manager, or his designee, of any existing or developing hazardous or dangerous condition within and about the Complex and/or the Playing Fields.
- B. In further consideration for the privilege of using the Complex, the Little League specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist within the Complex and the Playing Fields that are known to or become known to the Little League, or are related to or arise out of Little League's use of the Complex, excluding normal wear and tear. The Little League agrees to accept the Complex in the condition in which it is found. City hereby disclaims and the Little League hereby accepts City's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Complex and Playing Fields for other than outdoor recreational activities.
- C. The Little League shall prepare and maintain all Playing Fields for Little League events. All Playing Fields must meet high-quality, safe, and presentable playing conditions from the beginning to the end of the Playing Season.
- D. The Little League shall pick up and remove trash and litter from the Playing Fields and bleacher areas at the end of each day on which the Little League hosts or holds one or more scheduled Little League games and/or team practices (each such day being a "Playing Day"). In addition, periodic cleaning shall be performed by the Little League at intervals between Playing Days, if necessary, to prevent a buildup of trash and litter at and about the Complex. If the Little League does not comply with these requirements and allows trash and litter to be left on the Playing Fields after any Little League use, the City will impose a charge not to exceed \$200 per incident to the Little League. The Little League will be responsible to pay said trash and litter removal fees within thirty days after receipt of notice of such charge. If the City charges the Little League a third time for the same incident or a similar type of incident, the City may at its discretion, immediately terminate this Agreement and not allow the Little League to use all



or part of the facilities at the Complex for the remainder of the Playing Season and any subsequent Playing Season.

1. The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Complex clean. Little League shall be responsible to have a designated area for trash pickup. The Little League will be billed for labor and materials for any needed follow-up cleaning provided at the Complex by the City.
- E. The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including the Playing Fields and common areas.
- F. The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the Complex and its facilities (the "Access List"). This Access List will be posted on the City's website to facilitate access to and the use of the Complex. Little League activities shall not be conducted without the presence of at least one member who is identified on the Access List.

#### **Section 4. Concession Stand Operation and Proceeds**

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the operation of the concession stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. The concession stand must be cleaned by the Little League after each use specifically including, but not limited to, the grill/stove. All cooking oils and grease must be removed from the concession stand by the Little League and disposed of in a proper manner. The grill/stove and grease drip tray(s) and all counters must be totally cleaned and free from any remnants of cooking oils and grease after each use of the concession stand by Little League. The Little League must remove all trash and garbage from the concession stand and placed it in the appropriate trash receptacles provided by the City. The concession stand floors must be swept, mopped and cleaned by the Little League following each Little League use of the concession stand.

#### **Section 5. Restroom and Concession Maintenance**

- A. Restrooms are also under the control and maintenance of the Little League during their Playing Season. The Little League will open the restrooms on Playing Days for games and practice times, but must keep the restrooms locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thoroughly cleaning the restroom facilities after each Little League use of the Complex.

Winterizing of restrooms and the concession stand will be the responsibility of the City. The City will also be responsible for the normal maintenance, repair, and replacement of the City-owned facilities and equipment contained in the concession stand and the restrooms.

- B. The concession stand will be kept clean and sanitary **at all times** by the Little League when it is under the Little League's use and control and all equipment

used will meet applicable health and regulatory standards of the City and the County. If conditions exist in the restrooms or concession stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities as a result of ordinary wear and tear, the associated cost of such repair, maintenance, or replacement will be the responsibility of the City. Any costs related to or arising out of any intentional or wrongful conduct during a Little League event shall be the responsibility of the Little League.

## **Section 6. Equipment, Supplies, and Storage Facilities**

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the concession building to the Little League. The City will share the use of the storage room located on the south side of the concession building with the Little League. The City will have exclusive use of one storage room inside the concession building.

## **Section 7. Modifications or Improvements to Complex**

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for review and recommendation by the City's Parks & Recreation Board ("Board"). Following the Board's review, the Board will forward a recommendation to the City Council for its consideration and action. The Little League will share the costs of any modifications or improvements as may be agreed upon, and approved by the City Council, prior to the beginning of construction. The City will prepare invoices for the Little League's portion of the costs of such modifications or improvements and submit them to the Little League in advance of the City incurring any costs related to such expenditure. The Little League's payment is due to the City within 15 days. Non-payment will result in a 10% surcharge and possible termination of this Agreement.

## **Section 8. City Utilities**

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology services to the Complex at no charge to the Little League. The City retains the right to assess future charges for these services after giving notice at the end of the then current Playing Season and prior to the beginning of the next Playing Season for which such charges will begin to be assessed to and collected from the Little League. If the City finds that utilities are being wasted because the Little League failed to turn off all of the field lights or failed to turn off any of the water spigots in the Complex following a Little League event, the City may, in the City's sole discretion, charge the Little League for such incident on an hourly basis for each hour on each field that such incident continues after the Little League's last use of the Complex or the Playing Fields on any given day of the Playing Season based on the hourly rates for use of the lights as set forth in Appendix A of this Agreement for each such incident regardless of whether the incident involves field lighting or running water. Following the third type of this incident during any Playing Season, the City may in its sole discretion terminate this Agreement and not allow the Little League to use all or part of the facilities at the Complex.

## **Section 9. Ancillary Financial Matters**

The Little League shall provide to City copies of the Little League's year-end financial statement ending January 31<sup>st</sup> for each year during the term of, and prior to the renewal of this Agreement and/or any extension of this Agreement. All financial obligations contracted for by the Little League in relation to its use of the Complex must be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel this Agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted for by the Little League for any reason unless by prior and specific agreement approved in writing by the City.

The City will not provide the Little League with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Little League will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Little League's use of the Complex beyond the insurance coverage required hereunder to protect the City.

## **Section 10. Insurance Required**

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.
  2. When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville, Texas  
c/o City Manager  
205 S. Main Street  
Farmersville, TX 75442

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
  - 1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurers) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
  - 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies.
  - 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least a thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

#### **Section 11. Non-League Events**

City approval is required for all Non-Little League events. Deposits and user fees generated from all non-Little League events will be assessed and collected in accordance with the Fee Schedule as set out in Appendix A of this Agreement, and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that City may incur due to misuse of the Complex and termination of all or partial use of the Complex may be enforced by City.

## **Section 12. Personal Conduct at Athletic Events**

- A. The City recognizes that crowd noise is a part of any athletic activity and accepts a certain level of noise. However, the City requests that the Little League make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.
- B. The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.
- C. The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.
- D. The City retains the right to restrict the times of use and conduct of all activities in and about the Complex. Such right may be exercised without notice in the case of substantial violation of the City's regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available to the City Amenities Board along with the Little League Board Members' respective contact numbers and email addresses prior to the beginning of this Agreement and at least one time prior to the beginning of each calendar year during the term of this Agreement and any renewal terms. The Little League will be provided with the City Manager's contact information should any issue arise with the Complex that needs immediate attention.

## **Section 13. Hold Harmless and Indemnification**

**The Little League does hereby agree to waive any and all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses,**

damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

#### **Section 14. Term**

- A. This agreement will be in force for a term of two years beginning on February 1, 2021 and running through January 31, 2023. Either party may cancel this Agreement by providing the other party at least thirty days' written notice of termination. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.
- B. Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter, amend, extend or cancel the Agreement to the City Parks & Recreation Board for consideration. Following consideration, the City Parks & Recreation Board shall make a recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. The City Council shall consider the recommendation of the Parks & Recreation Board and make such determination as the City Council deems to be in the best interest of the City. Any cancellation or modification of this Agreement must be in writing and approved by the City Council.

#### **Section 15. Notices**

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer:

Farmersville Little League  
Baseball Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Farmersville:

Ben White  
City Manager  
205 S. Main Street  
Farmersville, Texas 75442

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

*[Signatures begin on following Page.]*

**This Athletic Joint Use Agreement has been approved by the governing bodies of each Party, as follows.**

**City of Farmersville**

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

Dated: \_\_\_\_\_

Attest:

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

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

**Farmersville Little League**

\_\_\_\_\_  
Marvin Smith, Director

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

## APPENDIX A

### SCHEDULE OF USER FEES

#### Applicable to all Non-Little League events

Activity Description	Resident	Non-Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1,2, or 3	\$100	\$250
Use of Field 4 or 5	\$50	\$200
Use of Field 6 (football field)	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.



Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding ambulance services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
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

Two (2)

Office of the  
Collin County Admini  
2300 Bloom  
Mc

Vendor: City of Farmersville Effective Date 11/01/2020  
Attn: City Secretary Contract No. 2019-088  
205 S. Main  
Farmersville, TX 75442 Contract Ambulance Services Agreement, Farmer

Awarded by Court Order No.: 2018-1069-12-17  
Amendment 1 Court Order No.: 2020-179-03-02  
Amendment 2 Court Order No.: \_\_\_\_\_

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

- Item #1 Extend contract for a twelve (12) month period at the same terms and conditions of the contract of November 1, 20 through October 31, 2021.
- Item #2 Payment for contract year November 1, 2020 through October 31, 2021 is \$26,580.84. Payments will be made qua
- 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:

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

(Print Name)

City of Farmersville  
205 S. Main  
Farmersville, TX 75442

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

SIGNATURE

Michelle Charnoski, CPPB

TITLE:

Purchasing Agent

DATE:

DATE: \_\_\_\_\_

EXHIBIT A  
FY 2019 EMS CONTRACT

Fire District /City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Cost	County Costs
ANFD	1,887	14,093	17.30%	15,980	43.5734	Northern	AMR	\$122,140.14	\$16,354.11
BLFD	2,877	1,007	1.24%	3,884	69.7135	Eastern	AMR	\$8,727.39	\$24,934.16
BRFD	3,861	-	0.00%	3,861	8.3176	Eastern	AMR	\$0.00	\$33,462.22
FVFD	4,528	3,067	3.76%	7,595	80.0021	Eastern	AMR	\$26,580.84	\$39,242.93
JOFD	2,330	1,899	2.33%	4,229	31.6031	Eastern	AMR	\$16,458.11	\$20,193.47
LCFD	1,405	1,754	2.15%	3,159	11.6014	Eastern	AMR	\$15,201.43	\$12,176.75
MSFD	2,513	10,784	13.24%	13,297	28.0476	Northern	AMR	\$93,461.95	\$21,779.48
NVFD	3,011	1,234	1.51%	4,245	20.2795	Eastern	AMR	\$10,694.74	\$26,095.51
PNFD	4,467	13,605	16.70%	18,072	53.7865	Eastern	AMR	\$117,910.78	\$38,714.26
RSFD	887	2,124	2.61%	3,011	13.7265	Eastern	AMR	\$0.00	\$26,095.51
WMFD	1,871	-	0.00%	1,871	28.2053	Northern	AMR	\$0.00	\$16,215.44
WEFD	1,924	333	0.41%	2,257	50.2557	Northern	AMR	\$2,886.02	\$16,674.78
Total	31,561	49,900	61.26%	81,461	439.1122			<b>\$414,061.40</b>	<b>\$291,938.60</b>
<b>TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00</b>									
Total Population	81,461								
Contract Rate	\$ 706,000.00								
Rate per person	\$ 8.666724								

- \* Westminster Fire District contains Anna annexations
- \* Collin County is responsible for unincorporated Westminster and Branch
- \* The incorporated portion of Royse City is covered by Rockwall EMS

State of Texas  
Collin County  
Commissioners Court

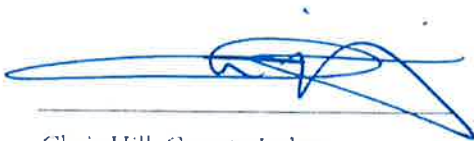
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§  
§

Court Order  
2020-179-03-02

An order of the Collin County Commissioners Court approving an amendment to a contract.

The Collin County Commissioners Court hereby approves Amendment No. 1 to *Interlocal Agreement for the Provision of Ambulance Services (Agreement No. 2019-088)* with the City of Farmersville, to extend the contract for one (1) year through and including October 31, 2020, sets the rate for FY2020, and further authorizes the Purchasing Agent to finalize and execute same.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, March 2, 2020.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk



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  
Attn: City Secretary  
205 S. Main  
Farmersville, TX 75442

Effective Date 2019 11/1/2018 BS  
Contract No. 2019-088

Contract Ambulance Services Agreement, Farmersville

Awarded by Court Order No.: 2018-1069-12-17  
Amendment 1 Court Order No.: 2020-179.03.02

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Extend contract for a twelve (12) month period at the same terms and conditions of the contract of November 1, 2019 through October 31, 2020
2. Payment for contract year November 1, 2019 through October 31, 2020 is \$27,036.55. Payment will be made quarterly in four (4) equal installments of \$6,759.14 due per the agreement.

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:

Jack B. Rice (Print Name)

205 S. Main St.  
Farmersville, Tx  
75442

Jack B. Rice  
SIGNATURE

TITLE: Mayor  
DATE: 1-14-2020

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

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

Michalyn Rains  
Michalyn Rains, CPPO, CPPB

Purchasing Agent  
DATE: 3/3/2020

## **INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES**

This INTERLOCAL AGREEMENT for the provision of Ambulance Services ("Agreement") by Collin County, Texas a political subdivision of the State of Texas (hereinafter referred to as "County") and the Cities of Anna, Blue Ridge, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, and Weston (collectively known as the "Northern and Eastern Coalition" and individually as "Member") each a local government of the State of Texas.

### **RECITALS**

**WHEREAS**, Pursuant to the authority granted by V.T.C.A. Government Code, Title 8, Chapter 271, Subchapter F, Section 271.102 and Title 7, Chapter 791, Subchapter C, Section 791.025; and

**WHEREAS**, County has entered into an agreement with an ambulance service provider ("Vendor") pursuant to the contract Services, Emergency Medical, RFP No. 2018-139 ("Ambulance Contract"); and

**WHEREAS**, each Member of the Northern and Eastern Coalition desires to participate in the purchase of the services described in the Ambulance Contract; and

**WHEREAS**, County and the Northern and Eastern Coalition believe that the cooperative purchase of the services benefits the citizens of both County and Northern and Eastern Coalition; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby represent, warrant, covenant and agree as follows:

#### **I. Term of Agreement**

1.1 This Agreement shall become effective on November 1, 2018, ("Effective Date"), regardless of when this Agreement is executed by the Member authorized representatives.

1.2 The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect through and including October 31, 2019 with the option to renew for four (4) additional one (1) year periods.

1.3 A Member or County may terminate this Agreement, with or without cause, before end of the current term by providing the other Party one-hundred and forty (140) days written notice to the other Party.

## **II. Relationship of Parties**

2.1 County, its agents, employees, volunteer help or any other person operating under this agreement shall not be considered an agent or employee of any Member, nor shall any Member, its agents, employees, volunteer help or any other person operating under this agreement be considered an agent or employee of Collin County.

## **III. Services**

3.1 Vendor will provide services to the County and the Northern and Eastern Coalition in accordance with the Ambulance Contract.

3.2 Each Member will appoint a representative to the EMS Advisory Board. The EMS Advisory Board meets quarterly to discuss the Ambulance Contract.

## **IV. Payment of Services**

4.1 Each Member agrees to pay for the Services each year in the amount determined by the following formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of each Member as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.2 County agrees to pay for the Services each year in the amount determined by the same formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of the Unincorporated area as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.3 County agrees to pay the Vendor the total amount owed for services as required by the Ambulance Contract, on the condition that each Member reimburses County for amounts each Member owes pursuant to this Agreement. The County will invoice each Member quarterly in accordance with Exhibit A.

4.4 See attached for "Exhibit A" which shows the amounts owed, pursuant to section 4.1 and 4.2 by each Member and County for the first year of the Term of this Agreement which begins on November 1, 2018 and ends on October 31, 2019. This Exhibit "A" is incorporated herein.

4.5 Each Member and County shall make payments hereunder from current revenues available to each party.

4.6 In the event a Member terminates its participation in this Agreement, (the " Withdrawing Member"), the remaining Members hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Members shall be paid by the remaining Members and County collectively on a per capita basis.

4.7 In the event the Vendor of the Ambulance Contract is assessed damages, Member will receive a discount based upon the population percentage (calculated on Attachment A) on their next quarterly payment.

#### **V. Notice**

5.1 Any notice required by this Agreement to County shall be sent to the following address:

Collin County  
Purchasing Department  
2300 Bloomdale, Suite  
3160  
McKinney, TX 75071

5.2 Any notice required by this Agreement to a Member shall be sent to the address stated in each Member's signature.

#### **VI. Miscellaneous**

6.1 Entire Agreement Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

6.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.



6.3 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

6.6 Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officials, officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officials, officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF  
THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

"MEMBER"

AGENCY: City of Farmersville

BY: Jack Randall Rice

NAME: Jack Randall Rice

TITLE: Mayor

DATE: 11-13-18

MEMBER CONTACT INFORMATION FOR NOTIFICATIONS:

Address: 205 S. Main St.

City: Farmersville,

Zip Code: 75442

Contact Person: Benjamin L. White

Phone Number: (972) 782-6051

Email Address: b.white@farmersvilletx.com

Fire District / City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Cost	Quarterly Payment 1	County Costs
ANFD Anna	2,017	13,248	17.73%	15,265	43.58	Northern	AMR	\$125,166.78	\$31,291.70	\$19,056.57
BLFD Blue Ridge	2,807	984	1.32%	3,791	69.71	Eastern	AMR	\$9,296.81	\$2,324.20	\$26,520.47
BRFD Branch*	3,451	-	0.00%	3,451	8.32	Eastern	AMR	\$0.00	\$0.00	\$32,604.96
FVFD Farmersville	4,334	3,000	4.01%	7,334	80.00	Eastern	AMR	\$28,343.93	\$7,085.98	\$40,947.53
JOFD Josephine	2,282	1,811	2.42%	4,093	32.39	Eastern	AMR	\$17,110.28	\$4,277.57	\$21,560.28
LCFD Lowry Crossing	1,424	1,742	2.33%	3,166	12.09	Eastern	AMR	\$16,458.17	\$4,114.59	\$13,453.92
MSFD Melissa	2,322	9,435	12.63%	11,757	28.05	Northern	AMR	\$89,141.65	\$22,285.41	\$21,938.20
NVFD Nevada	3,733	1,213	1.62%	4,946	29.24	Eastern	AMR	\$11,460.39	\$2,865.10	\$35,269.29
PNFD Princeton	4,469	11,321	15.15%	15,790	53.30	Eastern	AMR	\$106,960.54	\$26,740.13	\$42,223.00
RSFD Royse City	919	-	0.00%	919	13.73	Eastern	AMR	\$0.00	\$0.00	\$8,682.69
WMFD Westminster*	1,934	-	0.00%	1,934	28.20	Northern	AMR	\$0.00	\$0.00	\$18,272.39
WEFD Weston	1,948	331	0.44%	2,279	50.26	Northern	AMR	\$3,127.28	\$781.82	\$18,404.66
Total	31,640	43,085	57.66%	74,725	448.86			\$407,066.04		\$298,933.96

TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00

Total Population 74,725

Contract Rate \$ 706,000.00

Rate per person \$ 9.45

\* Westminster Fire District contains Anna annexations

\* Collin County is responsible for unincorporated Westminster and Branch

\* The incorporated portion of Royse City is covered by Rockwall EMS

Agenda Section	Regular Agenda
Section Number	VIII.F
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding fire inspections and fire plan review services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
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  
Attn: City Manager  
205 S. Main St.  
Farmersville, Texas 75442

Effective Date 10/1/2020  
Contract No. 2018-286

Contract Interlocal Agreement for Fire Inspection  
and Fire Plan Review for Commercial Bldgs

Awarded by Court Order No.: 2018-563-07-16  
Renewal 1 Court Order No.: 2020-016-01-06  
Amendment 1 Court Order No.: \_\_\_\_\_

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

ITEM #1: Extend agreement for the period of October 1, 2020 through September 30, 2021, with the option for either party to terminate the contract agreement with ninety (90) days written notice. (Renewal 2 of 4)

ITEM #2 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  
Attn: City Manager  
205 S. Main St.  
Farmersville, Texas 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:

Michelle Charnoski

TITLE: Purchasing Agent

DATE: \_\_\_\_\_

INTERLOCAL COOPERATION AGREEMENT  
FOR  
FIRE INSPECTION AND FIRE PLAN REVIEW SERVICES  
FOR COMMERCIAL BUILDINGS

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, of the Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorize counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the County and the political subdivision named herein as the City of Farmersville, Texas, are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, and the City of Farmersville, Texas, a political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

1. SERVICES: As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide political subdivision with the following described governmental functions and/or services:

FIRE INSPECTIONS AND FIRE PLAN REVIEW IN ACCORDANCE WITH 2009 INTERNATIONAL FIRE CODE and the laws and regulations of the City of Farmersville pertaining to fire prevention and fire protection, including all amendments approved by the City Council of the City of Farmersville, Texas.

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

3. COMPENSATION: As consideration for the above-described governmental functions and/or services, the City of Farmersville agrees to make payment to Collin County, Texas in the amount of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) per year for each year of the

term of this Agreement including renewal terms. See Exhibit "A" for cost itemization. The City's payment shall be made in quarterly installments to the County in advance, due and payable on the first day of each quarter during the term of this Agreement, including any renewal terms, with the first payment due and payable within ten (10) days from the Effective Date of this Agreement. Such quarters begin on October 1, January 1, April 1, and July 1 of each year hereunder. The City will make all billing and collections from inspection recipients for services provided by Collin County.

4. TERM: This Agreement shall be effective from and after the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect in full force and effect through September 30, 2019. At the County's option, and with approval by the Municipality, the Agreement may be renewed for four (4) additional one (1) year periods.

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

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

7. CONTROLLING LAW: This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

8. NOTICES: Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit in the United States mail or immediately when delivered in person.

All communication provided for in this Agreement shall be addressed as followed:

COLLIN COUNTY:  
Collin County Fire Marshal  
825 N. McDonald, Suite 140  
McKinney, Texas 75069

CITY:  
City of Farmersville  
City Manager  
205 S. Main Street  
Farmersville, TX 75442

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party

shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Approved and effective this 26<sup>th</sup> day of June, 2018.

COURT ORDER:

CITY OF FARMERSVILLE

COLLIN COUNTY, TEXAS

By: Jack R. Rice

By: Keith Self

Title: Mayor

Title: County Judge

Date: 6-26, 2018

Date: \_\_\_\_\_, 2018



Exhibit "A"

Annual Fire Inspection per location = \$25.00 each (180 locations are currently existing)	\$4,500.00
Certificate of Occupancy= \$95.00 each  (10 Certificate of Occupancies are expected)	\$ 950.00
Plan Review= \$100.00 each (3 Plan Reviews are expected)	\$ 300.00
	=====
ESTIMATED COST FOR COUNTY FIRE MARSHAL SERVICE	\$5,750.00



## COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
www.collincountytx.gov

12/11/2019

City of Farmersville  
Attn: City Manager  
205 S. Main St.  
Farmersville, Texas 75442

Re: Contract Name: Fire Inspection and Fire Plan Review, 2018-286  
Contract Start Date: October 1, 2018  
Agreement Renewal Period: October 1, 2019 – September 30, 2020 renewal 1 of 4

Dear Mayor:

The aforementioned contract between Collin County and the City will expire on September 30, 2019. The Collin County Purchasing Department is requesting that the City extend this contract for an additional twelve (12) month period to include terms, conditions and pricing set forth in the original award.

If you are interested in extending the current contract, please complete the form below and return by December 17, 2019.

Should you have any questions, please feel free to contact me at [kgardner@co.collin.tx.us](mailto:kgardner@co.collin.tx.us)

Sincerely,

Kenny Gardner  
Sr. Buyer  
Collin County Purchasing Dept.

Please check one:

Yes ☒ I agree to extend the contract with Collin County at the prices established in the original solicitation.  
No ☐ I cannot extend the contract.

Signature:

Print Name & Title:

Date:

*Jack R. Rice*

Jack R. Rice, Mayor

12-11-19

If your address has changed from above please state new address below:

Street Address:

City, State, Zip Code:

Agenda Section	Regular Agenda
Section Number	VIII.G
Subject	Consider, discuss and act upon possibly changing the name of College Avenue in Camden Park Phase 3.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	Plat for Camden Phase 3
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>





Agenda Section	Regular Agenda
Section Number	VIII.H
Subject	Update regarding acquiring of right-of-way and construction of Collin/Farmersville Parkway.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	None
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>

Agenda Section	Regular Agenda
Section Number	VIII.I
Subject	Update regarding the installation of smart meters throughout the city.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	None
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>

Agenda Section	Regular Agenda
Section Number	VIII.J
Subject	Update regarding the Comprehensive Plan maps and changes.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	None
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>



Agenda Section	Regular Agenda
Section Number	VIII.K
Subject	Update regarding the CARES Act fund distribution.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	CARES Act funding distribution sheet
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>

# CARES ACT FUND REPORT

Funds received from CARES ACT:	\$168,644.68
Received 07-10-2020	

Description		Cost
Police Department	Hazardous Pay	\$ 26,068.00
Fire Department	Hazardous Pay	\$ 7,616.00
PPE	Mask/Gloves/Thermometers	\$ 352.87
Datamax	Technology Consultant	\$ 6,000.00
Sweet Water Sound	Technology Consultant	\$ 11,041.78
The Fulcrum Group	Technology Consultant	\$ 77,566.09

## Farmersville Small Business

Grant		Cost
Name	Check Number	
Pinkeys Unlimited	32830	\$ 2,105.26
Catrachos Tire	32831	\$ 2,105.26
Carrie's Floral Creations	32832	\$ 2,105.26
Donna Williams	32833	\$ 2,105.26
Main Street Antiques	32834	\$ 2,105.26
RSVP Farmersville LLC	32835	\$ 2,105.26
Julia Larsen PLCC	32836	\$ 2,105.26
Strand of Three	32837	\$ 2,105.26
Stacy Acevedo	32838	\$ 2,105.26
Mary Berry	32839	\$ 2,105.26
Amber Bynum	32840	\$ 2,105.26
The Corner Spot	32841	\$ 2,105.26
Phillip VO	32842	\$ 2,105.26
Trang Nguyen	32843	\$ 2,105.26
Linda Willis	32844	\$ 2,105.26
Kelly Hendrex	32845	\$ 2,105.26
HCG Restaurant Group	32846	\$ 2,105.26
Sheila Holland	32849	\$ 2,105.26
Taylor Holland	32850	\$ 2,105.26
<b>Total expenditures to date:</b>		<b>\$ 168,645</b>

<b>Total Funds Available as of 12-30-2020:</b>	<b>(\$0.00)</b>
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Agenda Section	Regular Agenda
Section Number	VIII.L
Subject	Overview of the Farmersville Lights program and cost.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 26, 2021
Attachment(s)	Cost Sheet
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>

# FARMERSVILLE LIGHTS

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AN EXTRAORDINARY CELEBRATION

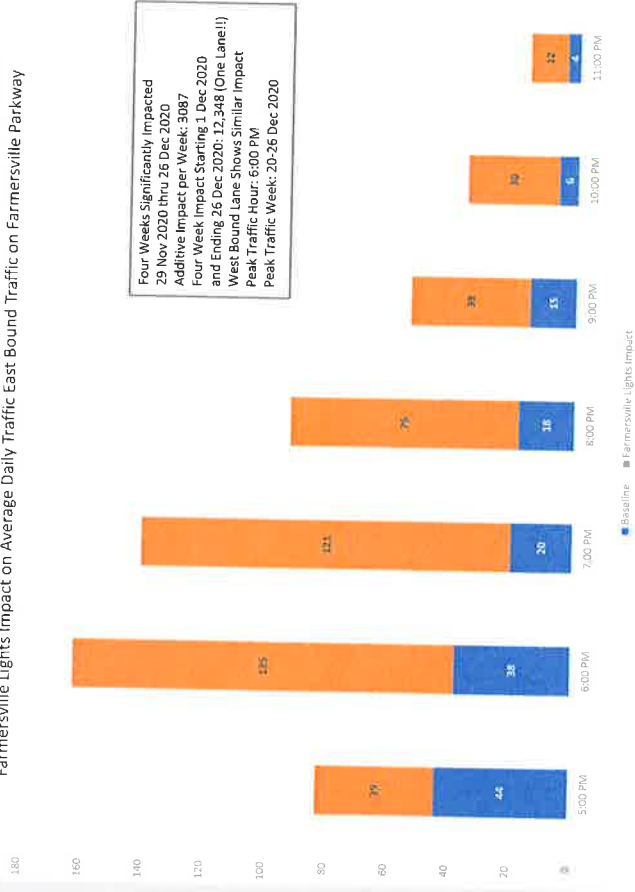


# WHAT DID “WE” DO

- 
- Installation of Christmas lights and exhibits
  - Lighting ceremony December 1<sup>st</sup>, Farmersville Parkway and downtown lighted from
  - Horse drawn carriage rides, 7 days total
  - Fine Arts on Main Community Choir
  - It's a Wonderful Life live broadcast, presented by Fine Arts on Main, 3 showings
  - CBTx Holiday Movie in the Park, 3 showings
  - Dr. Suess Christmas Parade sponsored by the Farmersville Chamber of Commerce, largest ever
  - Holiday jazz performed by Thaddeus Ford Jazz Quartet
  - Bain-Honaker holiday tours
  - Farmersville Family Feast hosted by Fine Arts on Main and local restaurants
  - Downtown holiday karaoke
  - Charity
    - Food Panty
    - Christmas Miracle sponsored by Rotary Club
    - Coats and blankets sponsored by Farmers Volunteer Fire Department
  - Website/Facebook/Instagram/Newspaper/Magazine marketing
  - Branding logo
  - Professional photos

# TRAFFIC IMPACT

Farmersville Lights Impact on Average Daily Traffic East Bound Traffic on Farmersville Parkway



# THANKS TO ALL THAT DONATED!

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- Farmersville Community Development Corporation
- Commercial Bank of Texas
- Independent Bank
- TCCI
- Brookshire's
- Tedford Chevrolet
- Patriot Concrete
- Foy Inc.
- Daniel & Brown
- Farmersville Centennial Committee
- Brown & Hoffmeister
- Lexington Lodge
- Schneider Engineering
- Camden Homes
- McCord Engineering
- Advanced Fixtures
- Atmos Gas
- Oncor
- DR Horton Homes
- Waste Connections
- City of Farmersville



Farmersville Lights Donations					
10/28/20 11/13	B25614	Deposit 102820	05836 INB FARMERSVILLE LIGHTS DONATI	2,500.00CR	2,500.00CR
11/09/20 11/13	B25615	Deposit 110920	05837 TCCI FARMERSVILLE LIGHT DONATI	2,500.00CR	5,000.00CR
11/10/20 11/13	B25613		05835 CBTX FARMERSVILLE LIGHTS DONAT	10,000.00CR	15,000.00CR
11/13/20 11/13	B25616	11132020	05838 BROOKSHIRES FARMERSVILLE LIGHT	2,500.00CR	17,500.00CR
11/17/20 12/03	B25853		05892 TEDFORD	500.00CR	18,000.00CR
11/20/20 12/03	B25854	Deposit 112020	05893 PATRIOT CONCRETE	500.00CR	18,500.00CR
11/23/20 11/23	B25740		05874 FOY INC	1,000.00CR	19,500.00CR
11/23/20 11/23	B25740		05874 DBI	1,000.00CR	20,500.00CR
11/23/20 11/23	B25740		05874 FVILLE CENTENNIAL	500.00CR	21,000.00CR
12/03/20 12/03	B25850		05889 BROWN & HOFFMEISTER	1,000.00CR	22,000.00CR
12/03/20 12/03	B25851	Deposit 122020	05890 LEXINGTON LODGE	2,500.00CR	24,500.00CR
12/10/20 12/10	B25930	Deposit 122020	05902 SCHNEIDER FVILLE LIGHTS	200.00CR	24,700.00CR
12/10/20 12/10	B25931		05903 CAMDEN FVILLE LIGHTS	2,500.00CR	27,200.00CR
12/10/20 12/10	B25932		05904 MCCORD ENG FVILLE LIGHTS	500.00CR	27,700.00CR
12/14/20 12/14	B25941	Deposit 122020	05912 ADVANCED FIXTURES	2,500.00CR	30,200.00CR
12/14/20 12/14	B25941	Deposit 122020	05912 ATMOS	250.00CR	30,450.00CR
12/15/2020	B26010	Deposit 122020	CARRIAGE RIDE DONATIONS	1,125.00CR	31,575.00CR
12/28/20 12/28	B26074	Deposit 122020	05969 ONCOR FARMERSVILLE LIGHT DONITA	1,000.00CR	32,575.00CR
12/28/20 12/28	B26078	Deposit 122020	05973 DR HORTON FVILLE LIGHTS	2,500.00CR	35,075.00CR
01/14/2021	B26317	DEPOSIT 011420	WASTE CONNECTIONS	1,000.00CR	36,075.00CR
Total Donations					36,075.00

Farmersville Lights Expenses					
10/30/20 11/25	B25747	Bnk Dft 102020	05880 WEIDMARK LLC	5,460.00	5,460.00
11/18/20 11/18	A20184	CHK: 032698	06618 MIKEL GAY AULDRIDGE	3,828.53	9,288.53
11/30/20 11/30	A20219	CHK: 032774	06629 BETHLEHEM LED STAR	7,778.87	17,067.40
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	865.82	17,933.22
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE ACE	248.46	18,181.68
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	707.52	18,889.20
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	1,151.49	20,040.69
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	102.28	20,142.97
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	216.47	20,359.44
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	465.34	20,824.78



11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	732.29	21,557.07
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	1,079.50	22,636.57
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE ACE	69.14	22,705.71
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WALMART	151.41	22,857.12
11/30/20 12/10	B25933	Bnk Dft 112020	05905 HOME DEPOT	619.10	23,476.22
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	206.77	23,682.99
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE	498.08	24,181.07
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE	275.00	24,456.07
11/30/20 12/10	B25933	Bnk Dft 112020	05905 HOME DEPOT	488.38	24,944.45
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WIEDMAN FVILLE LIGH	5,460.00	30,404.45
11/30/20 12/10	B25933	Bnk Dft 112020	05905 SNYDER SERVICES	425.00	30,829.45
11/30/20 12/10	B25933	Bnk Dft 112020	05905 LOWES	556.15	31,385.60
11/30/20 12/10	B25933	Bnk Dft 112020	05905 HOME DEPOT	535.37	31,920.97
11/30/20 12/10	B25933	Bnk Dft 112020	05905 HOME DEPOT	422.42	32,343.39
11/30/20 12/10	B25933	Bnk Dft 112020	05905 LOWES	205.91	32,549.30
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE ACE	227.26	32,776.56
11/30/20 12/10	B25933	Bnk Dft 112020	05905 WESTLAKE ACE	115.49	32,892.05
11/30/20 12/10	B25933	Bnk Dft 112020	05905 FVILLE AUTO	12.99	32,905.04
11/30/20 12/10	B25933	Bnk Dft 112020	05905 HOME DEPOT	104.68	33,009.72
11/30/20 12/10	B25933	Bnk Dft 112020	05905 CHRISTMAS LIGHTS	3,318.68	36,328.40
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	127.70	36,456.10
11/30/20 12/10	B25933	Bnk Dft 112020	05905 AMAZON	399.43	36,855.53
11/30/20 12/10	B25933	Bnk Dft 112020	05905 SIGNS.COM	1,177.20	38,032.73
11/30/20 12/10	B25933	Bnk Dft 112020	05905 SIGNS.COM	(87.20)	37,945.53
12/02/20 12/02	A20266	Bnk Dft 112020	05905 AMAZON	735.09	38,680.62
12/02/20 12/02	A20267	CHK: 032757	06628 MICHAEL SHANE HAYWO	150.00	38,830.62
12/02/20 12/08	A20298	CHK: 032758	06628 MIKEL GAY AULDRIDGE	3,244.97	42,075.59
12/17/20 12/17	A20421	VOID: 032757	06624 REVERSE VOIDED CHEC	(150.00)	41,925.59
12/17/20 12/17	A20422	CHK: 032860	06652 MARGARITA OLVERA	250.00	42,175.59
12/20/20 12/20	A20434	CHK: 032861	06652 MICHAEL SULLIVAN	250.00	42,425.59
12/28/20 12/28	A20470	CHK: 032868	06656 MICHAEL SHANE HAYWO	245.00	42,670.59
12/31/20 1/08	B26205	CHK: 032893	06658 ROGER COLE	250.00	42,920.59
12/31/20 1/08	B26205	Bnk Dft 122020	05989 WESTLAKE	262.22	43,182.81
		Bnk Dft 122020	05989 WALMART	75.97	43,258.78

12/31/20 1/08	B26205	Bnk Dft 122020	05989 BEST BUY	67.09	43,325.87
12/31/20 1/08	B26205	Bnk Dft 122020	05989 WALMART	289.62	43,615.49
12/31/20 1/08	B26205	Bnk Dft 122020	05989 LOWES	86.56	43,702.05
12/31/20 1/08	B26205	Bnk Dft 122020	05989 SNYDER SERVICES	425.00	44,127.05
12/31/20 1/08	B26205	Bnk Dft 122020	05989 ELLIOT ELECTRIC	12.76	44,139.81
12/31/20 1/08	B26205	Bnk Dft 122020	05989 THE SALE HARDWARE	11.69	44,151.50
12/31/20 1/08	B26205	Bnk Dft 122020	05989 THE HOME DEPOT	195.71	44,347.21
12/31/20 1/08	B26205	Bnk Dft 122020	05989 WESTLAKE	411.08	44,758.29
1/05/21 1/05	A20552	CHK: 032948	06674 THE FINE ARTS (GWEN SNYDER)	2,496.16	47,254.45
1/12/21 1/12	A20566	CHK: 032952	06680 ADAMSFAB LLC	1,155.00	48,409.45
1/12/21 1/12	A20610	CHK: 032990	06683 GP DESIGNS, INC	9,210.92	57,620.37
01/21/2021	A20672	CHK: 033031	PAMELA RIPERDA (CARRIAGE RIDES)	3,600.00	61,220.37
<b>Total Expenses</b>					<b>61,220.37</b>
<b>Revenue:</b>					
Donations	\$	36,075.00			
Farmersville CDC	\$	15,000.00			
City of Farmersville	\$	10,000.00			
<b>Total Revenue</b>	<b>\$</b>	<b>61,075.00</b>			
<b>Total Expense</b>	<b>\$</b>	<b>61,220.37</b>			
Rev vs. Exp	\$	(145.37)			

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

## **X. Adjournment**