

**NOTICE OF TELECONFERENCE MEETING CITY COUNCIL MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
July 13, 2020**

The City Council of the City of Princeton will meet in Teleconference Meeting Session on July 13, 2020 at 6:30 PM to discuss the following

Honorable John-Mark Caldwell,
Mayor

Honorable Steven Deffibaugh,
Mayor Pro Tempore, Place 5

David Kleiber,
Councilmember, Place 1

Mike Robertson,
Councilmember, Place 2

Nikki Krum,
Councilmember, Place 3

Richard Sheehan,
Councilmember, Place 4

CALL TO ORDER

ROLL CALL

John - Mark Caldwell
Steven Deffibaugh
David Kleiber
Mike Robertson
Nikki Krum
Richard Sheehan

INVOCATION

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

CONSENT AGENDA

Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Minutes

Discussion and possible action regarding the minutes of the June 22, 2020
Regular Teleconference City Council Meeting.
[CC Minutes 06-22-20.doc](#)

Revised Resolution 2020-07-13-R-01 (Aerial Apparatus)

Discussion and possible action regarding revised Resolution, 2020-07-13-R-01,
ratifying a Resolution of the purchase of an aerial apparatus and authorizing the

City Manager to sign the required contracts and agreements subject to legal form.

[Revised Aerial Apparatus Resolution 2020-07-13-R-01.docx](#)

Interlocal Agreement (Jail Services)

Discussion and possible action regarding an Interlocal Agreement for Jail Services between the City of Princeton and Collin County.

[Jail Services Agreement FY 2021 -Princeton.doc](#)

[FY2021 Inmate Housing Fees 5-4-20.pdf](#)

REGULAR AGENDA

2020- Proclamation

090 Presentation of a Proclamation honoring the month of July as Park and Recreation Month.

[Park-and-Rec-Month \(2020\).docx](#)

2020- Resolution 2020-07-13-R (Portion of CR 458 to Boorman Lane)

091 Discussion and possible action regarding Resolution 2020-07-13-R, renaming a portion of CR 458 to Boorman Lane.

[Res 2020-07-13-R.DOC](#)

2020- Resolution 2020-07-13-R-02 (Fire Equipment)

092 Discussion and possible action regarding Resolution 2020-07-13-R-02, authorizing the purchase of equipment for the Fire Department and authorizing the funding and authorizing the City Manager to execute the necessary agreements.

[Additional Equipment Resolution 7-13-2020.docx](#)

[Back up for Resolution 2020-07-13-R-02.pdf](#)

2020- Community Development Corporation

093 Discussion and possible action regarding appointment to the CDC Board of Directors, Place 5, made vacant by the resignation of Damon Williams. Appointment to be made by City Councilmember Place 5, Steve Deffibaugh.

1) Kaitlyn Mathews

2) Donnell Walker

2020- Economic Development Corporation

094 Discussion and possible action regarding appointment to the EDC Board of Directors, Place 1, made vacant by the resignation of Damon Williams. Appointment to be made by City Councilmember Place 1, David Kleiber.

1) Kaitlyn Mathews

2) Mike Thompson

2020- City of Princeton Website App

095 Discussion and possible action regarding the City of Princeton Website App as requested by Councilmember Krum.

2020- Future Agenda Items

096 Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.

EXECUTIVE SESSION

Executive Session: Under terms of Chapter 551 of Texas Government Code the City Council may

enter into CLOSED SESSION or Executive Session to discuss the following:

1) Consult with legal counsel regarding press releases and other communications with the public.

Section 551.071 (2) Texas Government Code. Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter on any posted agenda items.

ACTION PERTAINING TO EXECUTIVE SESSION

REPORT AGENDA - CITY MANAGER

1) Next City Council Meeting, Monday, July 27, 2020 @6:30 p.m.

CC REPORT AGENDA

City Council reports about items of community interest regarding which no action will be taken.

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall @ _____ and copies thereof were delivered to the Mayor, Mayor Pro-Tempore and Councilmembers.

Tabatha Monk, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Tabatha Monk, City Secretary, or other designated official at 972-734-2416. The City Council reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

Minutes

The City of Princeton

Teleconference City Council Meeting of June 22, 2020

The City Council of the City of Princeton, Texas, met in Regular Session via teleconference on June 22, 2020 at 6:30 p.m.

The following Councilmembers were present: Councilmember David Kleiber, Councilmember Mike Robertson, Councilmember Nikki Krum, Councilmember Richard Sheehan and Mayor Pro-Tempore Steve Deffibaugh. Mayor John – Mark Caldwell was present. The following Staff Members were present: City Manager Derek Borg, Assistant City Manager Lesia Gronemeier, City Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Finance Carron Prigmore, Police Chief Mark Moyle, Fire Chief Tom Harvey, Director of Public Works Tommy Mapp, Parks and Rec Director Chase Bryant and Marketing Manager Debbie Cooke.

Mayor **Caldwell** called the **City Council Meeting to order at 6:30 P.M.**

Mayor **Caldwell** called roll, present were Councilmembers **David Kleiber, Mike Robertson, Nikki Krum, Richard Sheehan and Steve Deffibaugh.**

Mayor Pro-Tempore **Steve Deffibaugh**, led the invocation.

Mayor **Caldwell** announced Citizen Appearance: Sherry Campbell spoke.

Mayor **Caldwell** announced the Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so request, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Items on the **Consent Agenda were:** Discussion and possible action regarding the minutes of the June 8, 2020 Regular Teleconference City Council Meeting. Mayor Pro - Tempore **Deffibaugh**

made a motion to approve the Consent Agenda. Councilmember **Sheehan** **seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the first item under the Regular Agenda:

(2020-083): “Consider and act on Ordinance, 2020-06-22, authorizing the issuance of the "City of Princeton, Texas, Special Assessment Revenue Bonds, Series 2020 (Arcadia Farms Public Improvement District Phases 3 and 4 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.”

Mayor Pro - Tempore **Deffibaugh** **made a motion to approve this item.**

Councilmember **Robertson** **seconded the motion.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the second item under the Regular Agenda:

(2020-084) “Consider and act on Ordinance, 2020-06-22-01, authorizing the issuance of the "City of Princeton, Texas, Special Assessment Revenue Bonds, Series 2020 (Winchester Public Improvement District Phase 1 and 2 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.”

Mayor Pro - Tempore **Deffibaugh** **made a motion to table this item.** Councilmember **Robertson** **seconded the motion.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the third item under the Regular Agenda:

(2020-085) “Discussion and possible action regarding Resolution, 2020-06-22-R, the purchase and finance of an Aerial Apparatus for the City of Princeton Fire Department.”

Councilmember **Krum made a motion to approve this item.** Mayor Pro - Tempore **Deffibaugh seconded the motion.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the fourth item under the Regular Agenda: **(2020-086)** “Discussion and action on Resolution, 2020-06-22-R-01, directing that the property tax rate calculations affecting the City’s FY2020-2021 budget shall be conducted in the manner of a special taxing unit under Texas Tax Code disaster provisions, and designating the City Manager to accomplish same.” Mayor Pro-Tempore **Deffibaugh made a motion to approve this item.** Councilmember **Robertson seconded the motion.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the fifth item under the Regular Agenda: **(2020-087)** “Discussion and possible action regarding a request from Harper Springs Homes, LLC for final plat approval of a 20.443 acre tract of land situated in the Sarah D. Terry Survey, Abstract No. 890, City of Princeton, Collin County, Texas.” Councilmember **Robertson made a motion to approve this item.** Councilmember **Kleiber seconded the motion.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the sixth item under the Regular Agenda: **(2020-088)** “Discussion and possible action regarding a request from Meritage Homes of Texas, LLC for final plat approval of Brookside Phase 2 a 19.542 acre tract of land situated in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas.” Councilmember **Kleiber made a motion to approve this item.** Councilmember **Krum seconded the motion to approve.** The **motion carried unanimously.**

Mayor **Caldwell** then announced the seventh item under the Regular Agenda: **(2020-089)** “Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.” Councilmember **Kleiber**

made a request to discuss going back to in person City Council meetings.

Councilmember Krum requested update and information on the City of Princeton website app.

Mayor **Caldwell** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: Next City Council Meeting, Monday, July 13, 2020.

City Council reports about items of community interest regarding which no action will be taken: Councilmember **Krum announced this Saturday, June 27th will be the Princeton Main Street Market.**

Mayor **Caldwell** adjourned the meeting at 7:13 p.m.

John-Mark Caldwell, Date
Mayor

ATTEST:

Tabatha Monk, City Secretary Date

**CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT**

RESOLUTION NO. 2020-07-13-R-01

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, AUTHORIZING THE
PURCHASE AND FINANCING OF AN AERIAL APPARATUS FOR THE FIRE
DEPARTMENT, AUTHORIZING THE FUNDING, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE NECESSARY AGREEMENTS**

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to purchase an aerial apparatus for the fire department; and

WHEREAS, the City currently carries a ISO 2 rating, and this apparatus will be essential in maintaining the current rating inside the City; and

WHEREAS, Metro Fire Apparatus Specialists has provided a proposal for the purchase of this apparatus in the amount of **\$757,000** including painting the Princeton scheme on the cab and ladder; and

WHEREAS, the project is estimated to cost **\$782,000** including the necessary equipment to operate the apparatus; and

WHEREAS, Rev Financial Services has offered an interest rate of 2.42% for 10 years, with no fees for early payoff, and the first payment due in July of 2021; and

WHEREAS, the funding for this project will be allocated from general future city revenues available for this purchase; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS:

ARTICLE 1.

The City Manager is authorized to finalize negotiations and direct city staff to execute the required documents and agreements to facilitate the project as described in the recitals above.

ARTICLE 2.

The City Council ratifies its previous allocation of funds in the amount of **\$782,000** for this project.

ARTICLE 3.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this ___ day of July 2020.

APPROVED:

ATTEST:

Mayor

City Secretary

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2020, by and between the City of Princeton and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

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

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled to 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); *id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City’s inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City’s request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov’t Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys’ fees and litigation costs, and attachments, caused by or flowing from the City’s alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City’s behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement’s termination.

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Princeton or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other’s address as follows:

- (A) Collin County, to:
Sheriff Jim Skinner
Collin County Sheriff’s Office
4300 Community Ave.
McKinney, Texas 75071

- (B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

- (C) Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

- (D) If the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties’ attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section’s purpose is to reasonably ensure that the County and the City

will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

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.

Collin County, Texas

By: _____
Chris Hill, County Judge

Date: _____

City of Princeton, Texas

By: _____

Date: _____

Title: _____

Proposed Inmate per day Expense Entity Impact

Entity	FY 2014 Actual Paid	FY 2015 Actual Paid	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2019 Inmate Days Utilizing FY 2021 Adopted Rate
Anna	\$ 3,559.29	\$ 4,257.19	\$ 3,489.50	\$ 3,768.66	\$ 4,606.14	\$ 4,395.09	\$ 4,252.59
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	-	-	\$ -
Celina	1,395.80	1,674.96	1,674.96	3,210.34	1,674.96	3,589.86	\$ 3,473.47
Collin Co. Community College	-	-	-	-	139.58	-	\$ -
Community ISD	-	-	-	-	-	-	\$ -
DART	-	-	-	-	209.37	-	\$ -
Fairview	418.74	697.90	1,186.43	1,326.01	1,256.22	188.94	\$ 182.81
Farmersville	1,465.59	4,466.56	5,443.62	3,140.55	3,000.97	3,873.27	\$ 3,747.69
Farmersville ISD	-	-	-	-	-	-	\$ -
Josephine	-	-	69.79	209.37	-	-	\$ -
Lavon	279.16	348.95	907.27	348.95	837.48	1,133.64	\$ 1,096.88
Lucas	418.74	279.16	348.95	-	-	94.47	\$ 91.41
McKinney	81,305.35	75,442.99	88,005.19	73,349.29	63,090.16	70,285.68	\$ 68,006.80
Melissa	2,442.65	3,559.29	5,024.88	2,512.44	3,768.66	3,495.39	\$ 3,382.06
Murphy	4,187.40	2,931.18	2,652.02	4,885.30	3,419.71	3,400.92	\$ 3,290.65
Parker	279.16	139.58	139.58	209.37	418.74	-	\$ -
Princeton	5,094.67	5,094.67	5,652.99	12,283.04	5,304.04	7,935.48	\$ 7,678.19
Prosper	977.06	279.16	1,884.33	1,954.12	2,372.86	3,684.33	\$ 3,564.87
Prosper ISD	-	-	-	-	-	-	\$ -
St Paul	-	-	-	-	-	-	\$ -
Westminister	-	-	-	-	-	-	\$ -
Wylie	488.53	-	-	2,931.18	3,978.03	7,179.72	\$ 6,946.93
	\$ 102,312.14	\$ 99,171.59	\$ 116,479.51	\$ 110,128.62	\$ 94,076.92	\$ 109,256.79	\$ 105,714.34
Rates	\$ 69.79	\$ 69.79	\$ 69.79	\$ 69.79	\$ 69.79	\$ 94.47	\$ 91.41
# City Days	1,466	1,421	1,669	1,578	1,348	1,157	

Federal Inmate Housing	\$ 1,102,751.79	\$ 1,118,594.12	\$ 905,525.25	\$ 919,901.99	\$ 821,360.10	\$ 952,492.33	\$ 1,247,520.46
# Federal Days	15,801	16,028	12,975	13,181	11,769	13,648	

Facility Utilization

% County	94.88%	94.90%	95.54%	95.99%	96.41%	96.16%
% City	0.44%	0.41%	0.51%	0.43%	0.37%	0.30%
% Federal	4.69%	4.68%	3.95%	3.58%	3.22%	3.54%



Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Princeton; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Princeton recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY Mayor, John-Mark Caldwell that July is recognized as Park and Recreation Month in the City of Princeton.

Mayor John-Mark Caldwell

RESOLUTION NO. 2020-07-13-R

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS,
RENAMING A PORTION OF CR 458 TO BOORMAN
LANE., PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Princeton, Collin County, Texas (“City”) currently operates as a Type-A general law municipality under Chapter 6, Texas Local Government Code, and

WHEREAS, the City Council of the City of Princeton has determined that CR 458 was originally named as a County Road during the time it was in the unincorporated area; and

WHEREAS, in June 2020 the City was contacted by TxDOT regarding the installation of a traffic signal at the intersection of E. Princeton Dr., and Boorman Lane, CR 461; and

WHEREAS, in the interest of uniformity the City Council of the City of Princeton has determined that CR 458 approximately 1500 feet North of E. Princeton Dr., should be named Boorman Lane; and

WHEREAS, upon passage of this Resolution, the City Secretary shall notify all the residents affected by this change of name by correspondence properly addressed, and sent via U.S. regular mail; and

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

Section 1. The City Council of the City of Princeton, Collin County, Texas, hereby renames the portion of CR 458 to Boorman Lane.

Section 2. The City Council hereby directs the City Secretary to notify all affected residents and agencies of the official address change, including but not limited to all emergency response agencies, the United States Postal Service and the County.

Section 3. This Resolution is approved, during the open session of a regularly scheduled meeting of the City Council of the City of Princeton, duly noticed consistent with the Open Meetings Act, by a majority affirmative vote of the governing body of the City.

Section 4. This Resolution shall take effect immediately after its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020.

CITY OF PRINCETON, TEXAS

John-Mark Caldwell, Mayor

ATTEST:

Tabatha Monk, City Secretary

**CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT**

RESOLUTION NO. 2020-07-13-R-02

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, AUTHORIZING THE
PURCHASE OF EQUIPMENT FOR THE FIRE DEPARTMENT, AUTHORIZING THE
FUNDING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
NECESSARY AGREEMENTS**

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to purchase additional equipment including Self Contained Breathing Apparatus, fire hose, and miscellaneous hardware for the fire department; and

WHEREAS, the fire department must replace certain equipment periodically in order to meet state and federal standards; and

WHEREAS, Daco Fire Equipment and SCBA Sales and Rentals have provided the best cost and support for the fire department; and

WHEREAS, the project is estimated to cost **\$26,296**; and

WHEREAS, the funding for the project will be paid by utilizing **\$25,000** from the fire department Special Revenue Fund and **\$1,296** from the fire department general budget; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS:

ARTICLE 1.

The City Manager is authorized to finalize negotiations and direct city staff to execute the required documents and agreements to facilitate the project as described in the recitals above.

ARTICLE 2.

The funds are hereby committed for the project in the amount of **\$26,296**.

ARTICLE 3.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this ___ day of July 2020.

APPROVED:

ATTEST:

Mayor

City Secretary

SCBA Sales & Rentals LLC
 162S 1900W Suite #300
 Lindon, UT 84042
 8773473990
 sales@scbasalesco.com
 www.scbasalesco.com



Quotation

ADDRESS

Michael Stiltz
 Princeton FD
 Attn: Chief Stiltz
 510 Woody Drive
 Princeton, TX 75407

SHIP TO

Michael Stiltz
 Princeton FD
 Attn: Chief Stiltz
 510 Woody Drive
 Princeton, TX 75407

QUOTATION # 4879

DATE 06/18/2020

SHIP DATE

06/30/2020

SHIP VIA

FedEx

DESCRIPTION OF PRODUCT	QTY	COST EA.	AMOUNT
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SCOTT 4.5 AP50 2007 SCBA Includes: Frame – AP50 Frame, Harness – Black AP50 Harness, Regulator – E-Z Flo® CBRN Regulator, Integrated PASS – Pak-Alert SE 7 PASS, Low Air Indicator –Heads Up Display, Rapid Intervention – RIC / UAC Assembly and Drag Strap -- NO QD	4	940.00	3,760.00
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100% RECONDITIONED / REFURBISHED – All of our breathing air equipment is overhauled, reconditioned / refurbished to the highest standards by trained SCBA technicians and sold with our Limited Lifetime Warranty. Our SCBA are sold with a current Pevichok 3 (USB) flo test certificate and all overhauled cylinders are sold with a current hydrostatic test.	1	0.00	0.00
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LIMITED LIFETIME WARRANTY – We will warranty your SCBA for as long as you own them. SCBA Sales & Rentals also offers a free visual inspection and flo test every 12 months (shipping charges will apply). We will also overhaul your SCBA every 3-4 years for \$200.00 per SCBA.

WE WILL BEAT ALL PRICES – SCBA Sales & Rentals is determined & committed to providing you with our lowest SCBA & Cylinder prices as well as providing you with the highest quality of equipment available. We will beat any overhauled, reconditioned/ refurbished equipment dealer's published price by 5%. Simply send us a complete copy of the competitors current advert or quote to obtain a revised quote from us.

Shipping costs shown on quote are accurate. No hidden fees.

Quotation is valid until Dec 31, 2020

We have sold over 100,000 SCBA in to 73 countries.

We are your # 1 source for Reconditioned SCBA.

SCBA Mask Bag - Cordura / Fleeced Lined	4	20.00	80.00
3 Orange SCBA Wraps/ 1 Yellow SCBA Wrap			
300\$ DISCOUNT FOR THE SCBA's			

Thank you for the opportunity to provide this estimate.

SUBTOTAL	3,840.00
DISCOUNT	-300.00
SHIPPING	82.49

We will beat any competitors price by 5%. Should you have a lower estimate than ours please contact us for revised estimate.

Quint

DACO FIRE EQUIPMENT

PO BOX 5006
LUBBOCK, TX 79408

Estimate

Date	Estimate #
6/29/2020	7753

Name / Address
PRINCETON FIRE DEPARTMENT 510 WOODY DR. PRINCETON, TX. 75407

Ship To
PRINCETON FIRE DEPARTMENT 510 WOODY DR. PRINCETON, TX 75407

Terms	Rep	FOB
Net 30	DLN	

Item	Description	Qty	Rate	Total
AMKIC550LB	IC550 CUTTER (Tool Only)	1	8,900.00	8,900.00
AMKIS280LB-L	IS280 SPREADER (Tool Only)	1	10,600.00	10,600.00
SHIPPING	SHIPPING CHARGES	1	150.00	150.00
MER12517050ATY	KrakenExo Fire Hose 1 3/4" X 50' Permatek™ Color Treated, Yellow, NST WAY OUT Coupling	4	150.00	600.00
MER5128NH34R...	Wayout (Arrow) Gold Anodized Alum. Coupling 1 3/4 x 1 1/2 x 2 1/8 NH R/L (Set)	4	31.80	127.20
MER12517050ATP	KrakenExo Fire Hose 1 3/4" X 50' Permatek™ Color Treated, Purple, NST WAY OUT Coupling	6	150.00	900.00
MER5128NH34R...	Wayout (Arrow) Gold Anodized Alum. Coupling 1 3/4 x 1 1/2 x 2 1/8 NH R/L (Set)	6	31.80	190.80
MER12520050ATC	KrakenExo Fire Hose 2" X 50' Permatek™ Color Treated, White, 1.5" NST WAY OUT Coupling	4	175.20	700.80
MER5128NH37R...	WAYOUT (Arrow) Gold Anodized Alum. Coupling 2 x 1 1/2 x 2 5/16 NH R/L	4	45.00	180.00
SHIPPING	SHIPPING CHARGES	1	325.00	325.00

Subtotal	\$22,673.80
Sales Tax (0.0%)	\$0.00
Total	\$22,673.80

Quint