RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 28, 2021
CITY HALL, 3200 DIANA DRIVE

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

Like all City Council meetings, the Work Session and Regular Session will be broadcast live over the City of Richland Hills website for those who wish to watch from home.

CITY COUNCIL WORK SESSION – 6:00 PM

1. **Executive Session**: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

2. Discuss Enterprise Fleet Management Program

3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

A. Presentation of Park and Recreation Month Proclamation

B. Citizen Appearances/Public Comments

Citizen comments emailed to Cathy Bourg (cbourg@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

A. Approve minutes from the June 14, 2021 City Council Regular Meeting

B. Approve one-year extension of audit services with George, Morgan and Sneed

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

A. Consider Ordinance 1436-21 a Specific Use Permit (SUP 2021-0320) for a Guest House on property described as Lot One (1), in Block Twenty-Two (22), of Richland Hills Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, now in Richland Hills, Texas otherwise known as 6600 Hovenkamp Avenue, Richland Hills, Texas **PUBLIC HEARING**

B. Consider a final plat of Lot 1 and Lot 2, Block 8, Richland Hills South Addition, an addition to the City of Richland Hills, which is a replat of part of Block 8, Richland Hills South Addition, City of Richland Hills, Tarrant County, Texas otherwise known as 6518 Baker Boulevard, Richland Hills, Texas **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

A. Consider Resolution 542-21 authorizing the City Manager to execute agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the acquisition, management, resale and maintenance of fleet vehicles

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

A. None

6. OTHER ITEMS FOR CONSIDERATION

A. Consider appointments to Boards and Commissions

B. Consider authorization of payment to Gexa Energy, LP for Ancillary Service costs incurred during the February 2021 winter storm

7. REPORTS & DISCUSSIONS

A. Fire Station Project Update

B. Hike and Bike Trail Project Update

C. Red, White and You Celebration

D. Street Improvements Project Update

E. 87^{th} Legislative Session Update

F. May Department Reports

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that "*a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.*" The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An "item of community interest" includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 24th day of June 2021 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Cathy Bourg

Cathy Bourg
City Secretary

ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

EXECUTIVE SESSION

Section 551.071: Consultation with Attorney
The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.

Section 551.072: Deliberation regarding real property
The City Council may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property.

Section 551.073: Deliberation regarding Prospective Gift or Donation
The City Council may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the City.

Section 551.074: Deliberation regarding Personnel Matters
The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, including the City Manager, City Secretary, City Attorney, Municipal Judge, and non-advisory city boards and commission members. A complete list of the city boards and commissions and the membership of those boards and commissions is on file in the City Secretary's Office.

Section 551.076: Deliberation regarding Security Devices
The City Council may deliberate the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.087: Deliberation regarding Economic Development Negotiations
The City Council may discuss or deliberate regarding commercial or financial information received from a business prospect that the city seeks to have locate, stay or expand in or near the city and which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect; particularly, discussion with economic development specialist regarding potential economic incentive agreement for development of real property.

Section 418.183(f): Texas Disaster Act
The City Council may deliberate information: (1) for purposes of preventing, investigating, or responding to an act of terrorism or related criminal activity and involving emergency response providers, their staffing, contact information and tactical plans; (2) that relates to the risk or vulnerability of persons or property, including infrastructure, to an act of terrorism; (3) that relates to the assembly of an explosive weapon, the location of a material that may be used in a chemical, biological or radioactive weapon, or unpublished information pertaining to vaccines or devices to detect biological agents or toxins; (4) that relates to details of the encryption codes or security keys for a public communication system;(5) that relates to a terrorism-related report to an agency of the United States; (6) that relates to technical details of particular vulnerabilities of critical infrastructure to an

act of terrorism; (7) that relates to information regarding security measures or security systems intended to protect public and private property from an act of terrorism; or (8) any other topic subject to discussion in closed session pursuant to the Texas Disaster Act.

Section 418.106(d) & (e): Local Meetings to Discuss Emergency Management Plans regarding Pipeline Safety

The City Council may discuss emergency management plans providing for disaster mitigation, preparedness, response and recovery in executive session when those plans contain sensitive information relating to critical infrastructure or facilities, and the safety or security of the infrastructures or facilities could be jeopardized by disclosure of the emergency management plan.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: June 28, 2021

Subject: Enterprise Fleet Management Program

Agenda Item:

Discuss Enterprise Fleet Management Program

Background Information:

Over the past couple of years, City Council and staff have discussed implementing vehicle and equipment replacement programs that would ensure the routine maintenance and replacement of city assets.

In an effort to find a vehicle replacement program to meet the needs of the City, staff engaged Enterprise Fleet Management, Inc. to learn more about their fleet program. Enterprise provides fleet management services to over 150 government clients in the State of Texas. They are a world leader in the acquisition, financing and resale of vehicles. The Enterprise Fleet Management Program also provides full-service maintenance and fuel programs; aftermarket outfitting; license, title and registration services; and telematics for vehicle tracking.

Nick Hardwick with Enterprise Fleet Management, Inc. will provide a presentation to City Council on the Enterprise Fleet Management Program and the benefits it could provide the City of Richland Hills. Mr. Hardwick and City staff will be available to answer questions.

Item 4A on the agenda is a Resolution authorizing the City Manager to execute agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. should the City Council chose to move forward with the program.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Discussion Item Only

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Cathy Bourg, City Secretary

Date: June 28, 2021

Subject: Park and Recreation Month Proclamation

Agenda Item:

Presentation of Park and Recreation Month Proclamation

Background Information:

July is Park and Recreation Month, and this year's theme is "Our Park and Recreation Story". Parks are at the center of so many experiences and memories — moments that park and recreation professionals help make happen. They are places to gather with friends and family, spaces to celebrate life's special moments, spots of respite and healing, sites that connect us with essential community services, and so much more. Local parks have been essential throughout the COVID-19 pandemic, with many of our community members finding a new appreciation for the essential spaces we manage and vital programs we provide.

In recognition of "Park and Recreation Month", Mayor Lopez will present a Proclamation to Jason Brown, Director of Parks and Recreation.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Park and Recreation Month Proclamation

Council Action Requested:

Presentation of Park and Recreation Month Proclamation

PROCLAMATION

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 Richland Hills; 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 2021 as Parks and Recreation Month; and*

Whereas*, The City of Richland Hills recognizes the benefits derived from parks and recreation resources.*

Now therefore, be it resolved by *the City Council of Richland Hills that July is recognized as Park and Recreation Month in the City of Richland Hills.*

Dated this the 28th day of June 2021.

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Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Cathy Bourg, City Secretary

Date: June 28, 2021

Subject: Minutes from the June 14, 2021 Regular City Council Meeting

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Agenda Item:

Approval of minutes from the June 14, 2021 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

June 14, 2021 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the June 14, 2021 Regular City Council Meeting

RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
JUNE 14, 2021
DRAFT MINUTES

Roll Call:

Council present
Edward Lopez, Mayor
Douglas Knowlton, Place 1
Stacey L. Morse, Place 2
Curtis A Bergthold, Mayor Pro Tem
Javier Alvarez, Place 4
G.W. Estep, Place 5

Staff present
Candice Edmondson, City Manager
Cathy Bourg, City Secretary
James Donovan, City Attorney

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CITY COUNCIL WORK SESSION – 6:30 PM

1. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act). Refer to posted list attached hereto and incorporated herein.

None

2. Discuss possible amendments to Ordinance 1434-21 regulating Boarding Houses

Candice Edmondson, City Manager presented possible amendments to Ordinance 1434-21 regulating Boarding Houses.

On May 10, 2021, City Council approved Ordinance 1434-21 regulating Boarding Houses within Richland Hills. During the discussion, Council requested staff and the City Attorney consider additional requirements and regulations that could be added to the ordinance. Below is a list of possible amendments discussed by Council and staff.

(1) Reincorporate the unrelated person limitation or allow no more than one person per sleeping unit
(2) Require a site plan for parking
(3) Limiting boarding houses to only multi-family areas
(4) Requiring proof of insurance for property owners and tenants
(5) Regulating group homes

Council discussed and asked questions of staff and the City Attorney. Council provided direction to staff to amend the ordinance by requiring a site plan for parking, only permitting a boarding house in multi-family and to also include duplex as a multi-family option.

3. Discuss items and presentations listed on tonight's City Council Agenda.

None

Mayor Lopez called for a break. Time: 6:55 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:00 p.m.

Invocation – Councilmember Knowlton

PRESENTATIONS

A. Texas Coalition for Affordable Power 20th Anniversary Recognition

Margaret Somereve, Executive Director with Texas Coalition for Affordable Power (TCAP), presented the city with a plaque honoring its founding member in recognition of TCAP's 20th Anniversary.

B. Fire Department Badge Pinning Ceremony

Karen Evans, Human Resource Specialist administered the Oath of Office to Mykl Robinson, Fire Fighter with the Richland Hills Fire Department.

C. Life-Saving Awards Presentation

Mayor Lopez and Police Chief Sylvester presented Life Saving Awards to Officer Willie Tunson and Officer Daniel Winchester.

D. Citizen Appearances/Public Comments
Citizen comments emailed to Cathy Bourg (cbourg@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this

time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

Mayor Lopez called Diana Leach-Jurica who submitted an email to speak. She was not present.

Travis Malone, 2641 Mimosa Park Dr. spoke regarding the Zoning Board of Adjustment vacancy and encouraged Council to fill this position at the next meeting.

Sherry Hopson, 2800 Faye Dr. spoke regarding a vicious dog incident and the response to this call should be an Animal Control responsibility and not the Police Departments.

CONSENT AGENDA

2A. Approve minutes from the May 24, 2021 City Council Regular Meeting

2B. Approve update of authorized representatives at the Federal Reserve Bank of Boston for the collateral securities held at the Federal Reserve that back the City's deposits at JP Morgan Chase Bank, N.A.

2C. Approve Resolution 517-19A authorizing the change of authorized representatives for the Texas Local Government Investment Pool (TexPool)

2D. Approve Resolution 541-21 authorizing the change of authorized representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

2E. Approve Easement and Right of Way Agreement with Oncor Electric Delivery for 8,826 square feet or 0.2026 acres for a street crossing at Lavon Drive and Rosebud Lane and a 24" storm drain line

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Bergthold to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Consider a replat of Hiley Mazda Addition, Lot 1, Block 1 of Tract F-R and Tract C of South Hayworth Addition, City of Hurst and City of Richland Hills, Tarrant County, Texas otherwise known as 625 NE Loop 820, Hurst, Texas 76053 PUBLIC HEARING

Logan Thatcher, Assistant to the City Manager presented a replat of Hiley Mazda Addition, Lot 1, Block 1 of Tract F-R and Tract C of South Hayworth Addition, City of Hurst and City of Richland Hills, Tarrant County, Texas otherwise known as 625 NE Loop 820, Hurst, Texas 76053.
The property at 625 NE Loop 820 is a 47,895 square foot lot owned by Hiley Land LP. The majority of the lot is located in the City of Hurst with a portion being in the City of Richland Hills.

Hiley Auto is adding 2500 square feet to their northern property line, which triggered a replat in the City of Hurst. Since portions of the property are in both cities, the City of Richland Hills must also approve the replat. The replat was recently approved by the Hurst Planning and Zoning Commission and Hurst City Council.

Staff has reviewed the replat request and recommends approval.

Mayor Lopez opened the Public Hearing – Time: 7:20 p.m.

No Speakers

Mayor Lopez closed the Public Hearing – Time: 7:21 p.m.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Estep to approve a replat of Hiley Mazda Addition, Lot 1, Block 1 of Tract F-R and Tract C of South Hayworth Addition, City of Hurst and City of Richland Hills, Tarrant County, Texas otherwise known as 625 NE Loop 820, Hurst, Texas 76053.

Motion carried by a vote of 5-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Consider Ordinance 1412-20A amending the Municipal Fee Schedule

Candice Edmondson, City Manager presented Ordinance 1412-20A amending the Municipal Fee Schedule.

During a recent review of the Municipal Fee Schedule, staff identified several fee updates that needed to be made. Some of the updates are based on recent ordinances approved by City Council, while others are being recommended for existing city services and programs. The amended FY 2021 Municipal Fee Schedule is attached to this memo with changes highlighted below:

Proposed Fee Schedule Amendments
Chapter 18. Businesses:

- Remove Mobile Units and following fees:
  - Prepackaged Food - $100
  - Open and/or Food Prep - $200
  - Push Carts - $200

- Add Section 18-101 annual permit fee for Mobile Food Vendors - $40

Chapter 70. Parks and Recreation Areas:

- Increase Resident rental rate from $25 to $32 per four-hour rental period
- Add Resident Additional Hours rate - $6 per hour
- Increase Nonresident rental rate from $35 to $40 per four-hour rental period
- Add Nonresident Additional Hours rate - $8 per hour
- Remove Rental of Public Indoor Facilities – Richland Hills Community Center Building

Chapter 74. Subdivisions:

- Add the following Plat processing fees:
  - Amended Plats - $350
  - Replats - $350
  - Vacated Plats - $350
  - Preliminary Plats - $250
  - Final Plats - $350
- Add the following recording fees (per Tarrant County Clerk):
  - 24” x 36” Plats - $64
  - 18” x 24” Plats - $49
  - Each additional page (i.e. tax certificates, extra plat page, etc.) - $4

The Link – Room Rentals:

- Add Link Training Room - $25

City Facility Rentals:

- Add Administration Building and following fees:
  - Administration Building Offices - $15
  - Administration Building Conference Rooms - $35

Community Events:

- Add a Community Event Fee - $300
- Fee would apply to community events hosted at city facilities and parks or that require city resources (i.e. fun runs, block parties, events held in city parks that limit public access)

Stacy Reddy, 7012 Hardisty spoke regarding a citizen discount for rentals and event fees.

Joyce Fiaccone, 3800 Labadie spoke regarding clarification of the community event fee.

Mayor Lopez shared a emailed comment from Angela Lewis, 2933 Gumwood Park requesting the vote be postponed until citizens have the opportunity to understand the new fees and for council to discuss the document and clarify areas of confusion.

Council discussed the different options for the Community Events fee and asked questions of staff.

Police Chief Sylvester provided information regarding the system they have in place for Police Officer’s working events.

Stacy Reddy, 7012 Hardisty suggested a damage deposit.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to table the item until the next meeting.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Estep to reconsider the item.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to approve Ordinance 1412-20A amending the Municipal Fee Schedule with the exception of the Community Events Fee.

Motion carried by a vote of 5-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Consider bid award to ANA Site Construction, LLC in the amount of $1,068,863.00 for the FY 2021 Street Improvement Fund Projects

Scott Mitchell, Director of Neighborhood Services presented the bid award to ANA Site Construction, LLC for the FY 2021 Street Improvement Fund Projects.

On November 6, 2018, Richland Hills residents approved a proposition to reallocate existing sales tax to a dedicated street and infrastructure improvement fund. As a part of the annual fiscal year budget, the City Council appropriates funding on street projects that are selected during the budget development process and approved by the Council. For FY 2021, the streets approved for reconstruction were:

- Rosebud Lane from Pine Park to Lavon Drive/Cecil Drive
- 3600 Block of Chaffin Drive
- Vance underground utilities and re-paving in partnership with Tarrant County

Halff Engineering completed design and engineering for the projects. A Request for Bid was issued with three (3) responsive bids received. Of the three bids, ANA Site Construction, LLC, submitted the lowest base bid in the amount of $1,068,863. They also submitted a bid for Added Alternate Number 1 in the amount of $25,116. Staff recommends moving forward with the base bid only at this time.

ANA Site Construction successfully completed vetting by Halff Engineering. They have also done multiple projects in the City of Richland Hills, and staff has been pleased with their performance.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to award bid to ANA Site Construction, LLC, in the amount of $1,068,863 for the FY 2021 Street Improvement Fund Projects.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

6A. Consider approval of electronic sign request for the 7-Eleven located at 2625 Handley Ederville Road

Logan Thatcher, Assistant to the City Manager presented an electronic sign request for the 7-Eleven located at 2625 Handley Ederville Road.

The new 7-Eleven has submitted a request for an electronic monument sign. The proposed sign is a structured ground sign measuring 10'-0" OAH by 10'-2 ¾". The digital fuel price sign is approximately 4'-10 ½" by 5'-1 3/8".

As required in Chapter 62, Section 173 of the City's Code of Ordinances, electronic signs must be approved by the City Council. Staff has reviewed the proposal and confirmed the sign meets all city ordinance requirements.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Bergthold to approve the electronic monument sign request for the 7-Eleven located at 2625 Handley Ederville Road.

Motion carried by a vote of 5-0.

REPORTS & DISCUSSIONS

7A. None

8. COMMUNITY INTEREST ITEMS

- Senior Trips - First & Third Wednesdays; Registration now open; The Link has started trips again for Seniors 55 and older. Advanced registration is required and space is limited. June & July trips include the Dallas Arboretum, a Texas Rangers game, Best Maid Pickle Emporium and Leonard's Museum.
- Red, White & YOU - Saturday, July 3, 9 AM – 12 Noon, The Link Plaza, Start your morning with a bang! Enjoy the traditional favorites such as the patriotic parade starting at 9 AM followed by free activities and crafts at Uncle Sam's Backyard and Litl' Firecracker Creations. Children can fish at our Cops & Bobbers 2,500 gallon catfish tank. Browse vendor booth. Enjoy free food. Bring your blanket or lawn chairs and enjoy your favorite tunes performed by Party Machine.

- Northeast Tarrant Family Fourth Fireworks - Sunday, July 4, 9:30 PM, This year's celebration will feature a fantastic display of fireworks only from 9:30 PM – 10:30 PM. Free parking is available at Wiley G. Thomas Coliseum, 6108 Broadway Avenue in Haltom City and BISD Plaza, 6351 Blvd 26 in North Richland Hills.
- Senior Lunch Bunch – Indoor Seating & To Go Orders - Thursday, July 8; 12 noon – 1 PM; The Link
- Tarrant County Food Pantry - Thursday, July 8; 5:30 PM – 7PM; The Link Parking Lot, Free groceries for any Tarrant County resident provided curbside at City Hall's parking lot. Sponsored by Trinity Point Church.
- TxDOT Update – Councilmember Bergthold spoke with TxDOT and the Baker Blvd signals are being tested and they should start installation by end of the month.
- Donation to Animal Shelter – Councilmember Estep was aware of someone with cabinets that were no longer needed, and he facilitated in having them donated and delivered to the Animal Shelter.

9. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None

10. A motion was made by Councilmember Estep and seconded by Councilmember Knowlton to adjourn.

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 8:25 p.m.

ATTEST | **APPROVED**

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Cathy Bourg, City Secretary

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Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Patricia Albrecht, Director of Finance and Administrative Services

Date: June 28, 2021

Subject: Contract Extension for Auditing Services

Agenda Item:

Approve one-year extension of audit services with George, Morgan and Sneed

Background Information:

George, Morgan and Sneed (GMS) have been engaged as the City's auditing firm for the past five years. Due to a position vacancy, that of the Finance Director, the City was unable to send out a Request for Proposal for annual auditing services. Staff is requesting an extension of one year with our current auditing firm, GMS, to audit the City's financials for the year ending September 30, 2021.

Financial Considerations:

The proposed not to exceed amount is $34,500 from GMS

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

GMS Engagement Letter

Council Action Requested:

Approve contract extension of auditing services with George, Morgan and Sneed for one year

GMS CERTIFIED PUBLIC ACCOUNTANTS
GEORGE | MORGAN | SNEED

June 1, 2021

City of Richland Hills, Texas.
3200 Diana Drive
Richland Hills, Texas 76118

We are pleased to confirm our understanding of the services we are to provide for the City of Richland Hills, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Richland Hills, Texas as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules – general fund and major special revenue funds
3. Texas Municipal Retirement System Pension Schedules
4. Texas Municipal Retirement System OPEB Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements and schedules.
2. Schedule of expenditures of federal awards, if applicable.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section.
2. Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or

(4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. general accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmations of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and, if applicable, the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if applicable, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if applicable, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings: promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, if applicable, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regards to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

If a single audit is required, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of George, Morgan & Sneed, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of George, Morgan & Sneed, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contract the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform our audit at mutually agreeable times in September and December 2021 and to issue our reports no later than the first City Council meeting in February 2022. Daniel G Hungerford, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses, will not exceed $34,500. If a single audit is required, an additional fee of approximately $4,000 will be added to the estimated fee above. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our August 19, 2020, peer review report accompanies this letter.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 30 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found by the court not to have participated in the mediation process in good faith.

We appreciate the opportunity to be of service to the City of Richland Hills and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Daniel Hungerford

Daniel G Hungerford, CPA
GEORGE, MORGAN & SNEED, P.C.

This letter correctly sets forth the understanding of the City of Richland Hills.

MANAGEMENT:______________________________________

TITLE:______________________________________

DATE:______________________________________

GOVERNANCE:______________________________________

TITLE:______________________________________

DATE:______________________________________

BUMGARDNERMORRISON

CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Owners of George, Morgan & Sneed, PC
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an employee benefit plan.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* George, Morgan & Sneed, PC has received a peer review rating of *pass.*

Bumgardner, Morrison & Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
August 19, 2020

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: June 28, 2021

Subject: 6600 Hovenkamp Avenue SUP Request

Agenda Item:

Consider Ordinance 1436-21 a Specific Use Permit (SUP 2021-0320) for a Guest House on property described as Lot One (1), in Block Twenty-Two (22), of Richland Hills Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, now in Richland Hills, Texas otherwise known as 6600 Hovenkamp Avenue, Richland Hills, Texas **PUBLIC HEARING**

Background Information:

The property at 6600 Hovenkamp Avenue is a 17,264 square foot lot owned by Jose Arturo Diaz Segovia. The lot is currently zoned SF-10 Single-Family Residential.

The applicant for this case is Jose Arturo Diaz Segovia. Mr. Segovia is seeking a Specific Use Permit (SUP) for construction of a Guest House. The main structure has not been built yet, but the city has received preliminary plans. When final building plans for the main structure are submitted, city staff will confirm that all guest house requirements are being met before approving plans and issuing permits for the guest house structure.

The City's Development Review Committee (DRC) has reviewed the SUP request and recommends approval based on the guest house plans that have been submitted, which are attached to this memo for your review.

Financial Considerations:

Approval of the Specific Use Permit will not require additional funding from the city

Legal Review:

The City Attorney has reviewed the Ordinance

Board/Citizen Input:

The Planning and Zoning Commission considered the Specific Use Permit request at their May 25, 2021 meeting and recommended approval 4-0

Attachments:

Specific Use Permit Application
Location Map
Property Photo
Proposed Plans
Guest House Requirements
Ordinance 1436-21

Suggested Motion:

Motion to approve Ordinance 1436-21 a Specific Use Permit (SUP 2021-0320) for a Guest House on property described as Lot One (1), in Block Twenty-Two (22), of Richland Hills Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, now in Richland Hills, Texas otherwise known as 6600 Hovenkamp Avenue, Richland Hills, Texas **PUBLIC HEARING**

Richland Hills Texas

City of Richland Hills Zoning Application

20210320

Application Type

Receipt # 315767 cc
4-22-21

- [x] Specific Use Permit
- [ ] Planned Development
- [ ] Zoning Text Amendment
- [ ] Zoning Map Amendment

Applicant Information

Applicant's Name: Jose Arturo Diaz Segovia

Business Name: Taylor homes

Phone: 817-266-3846 Email Lobo1210@att.net

Property Information

Property Address	6600 Hovenkamp AV	Square Feet	711
Building Owner	Jose A Segovia	Deed Date	10/30/2020
Company	Taylor Homes	Phone	817-266-3846
Owner Address	7732 Sable lane NRH TX 76182		
Owner's Phone #	817-266-3846	Owner's Email	Lobo1210@att.net
Previous Occupant	N/A		
Current Zoning			

Zoning Request

Please describe the nature of your request

I am requesting permit to build a guess home because I have three girls and when we make party with my friend I don't want they been inside the house with my family thats the reazon

Signature

I certify that my answers are true and complete to the best of my knowledge and I understand that false or misleading information in my application may result in zoning violations.

Signature: [signature] Date: 04/22/21

Public Hearing Information

Planning & Zoning Hearing Date 5-25-21

City Council Hearing Date 6-14-21

This Zoning Case has been:

- ☐ Approved
- ☐ Denied
- ☐ Approved with amendments

Ordinance # ____________

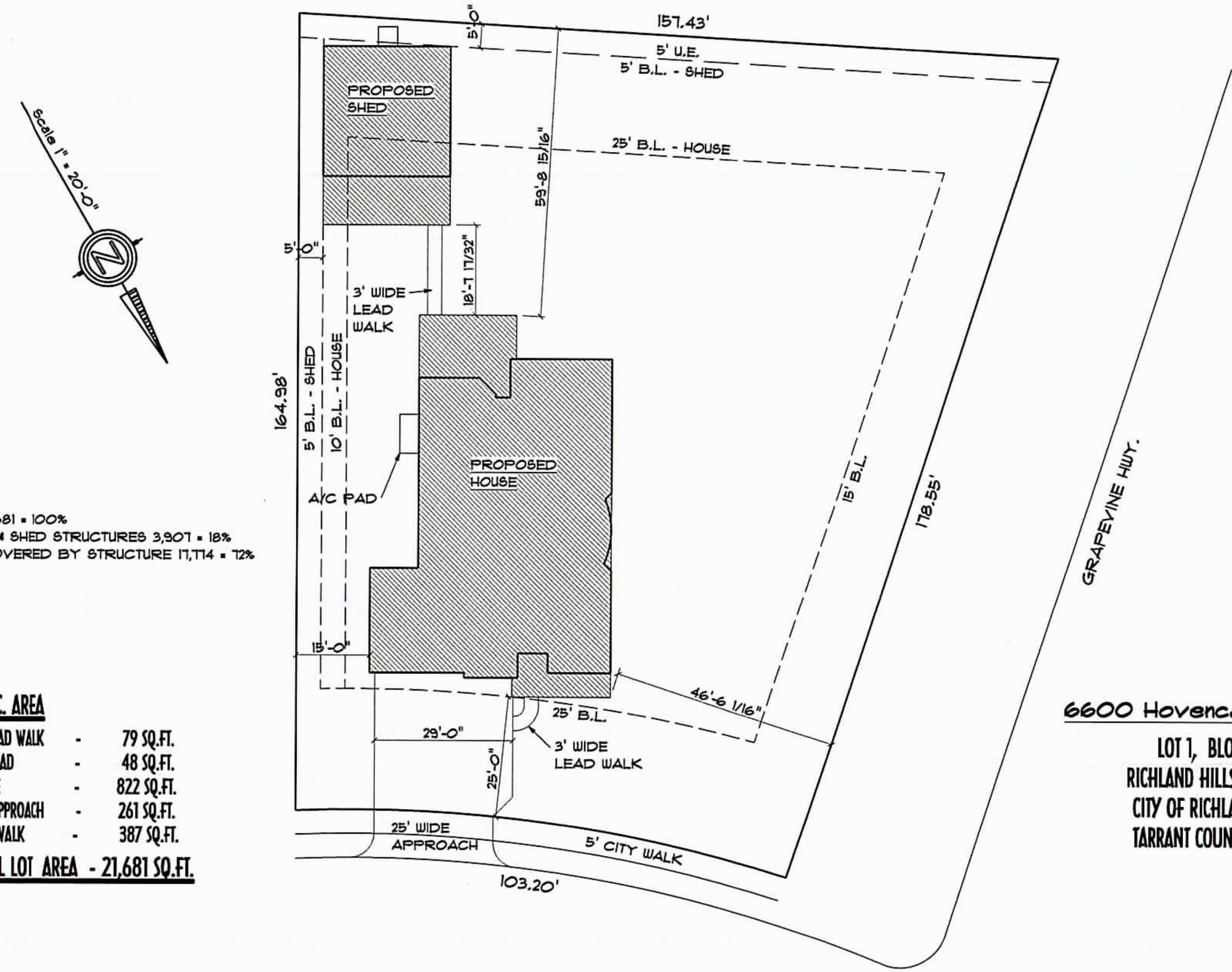
Notes

____

____

____

Processed By ____________



LOT 21,681 = 100%
HOUSE & SHED STRUCTURES 3,907 = 18%
NOT COVERED BY STRUCTURE 17,774 = 72%

CONC. AREA

3' LEAD WALK	-	79 SQ.FT.
A/C PAD	-	48 SQ.FT.
DRIVE	-	822 SQ.FT.
DR. APPROACH	-	261 SQ.FT.
CITY WALK	-	387 SQ.FT.

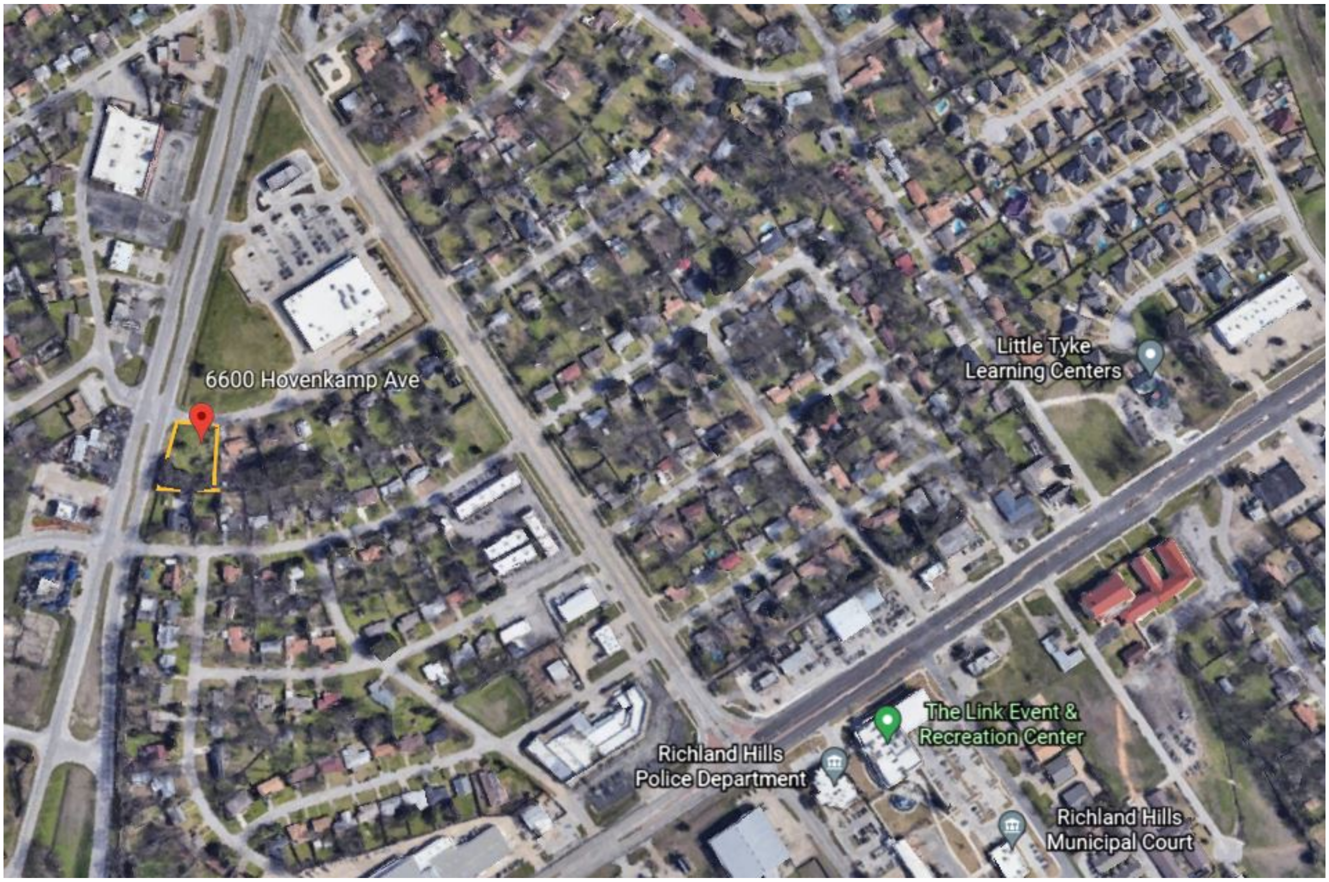
TOTAL LOT AREA - 21,681 SQ.FT.

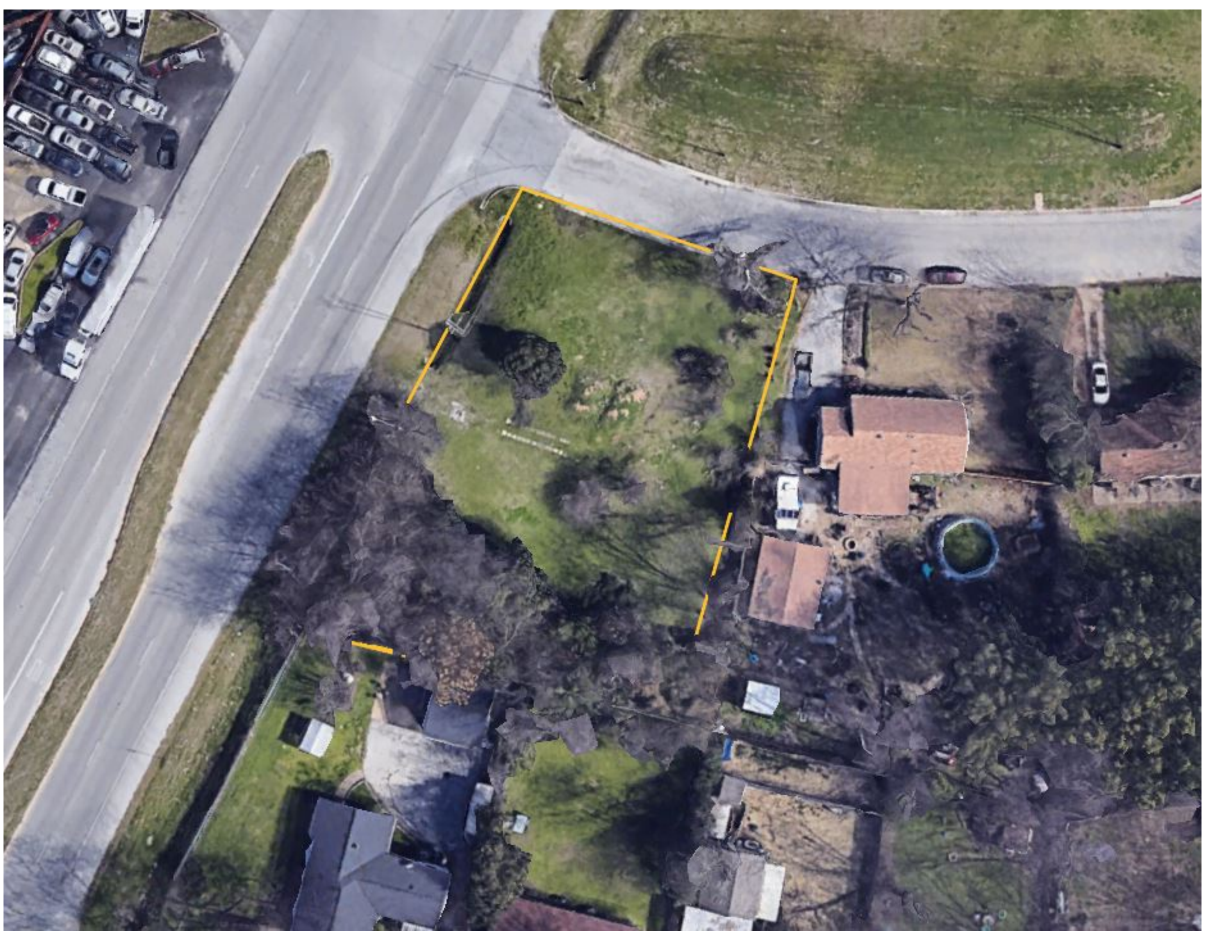
6600 Hovencamp Avenue

LOT 1, BLOCK 22
RICHLAND HILLS ADDITION
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

Drawn By:
AW 12-02-2020

C:\SoftPlan\Projects\2020\Jose Segovia\ Wednesday, December 2, 2020 09:31 PM


6600 Hovenkamp Ave
Little Tyke
Learning Centers
The Link Event &
Recreation Center
Richland Hills
Police Department
Richland Hills
Municipal Court

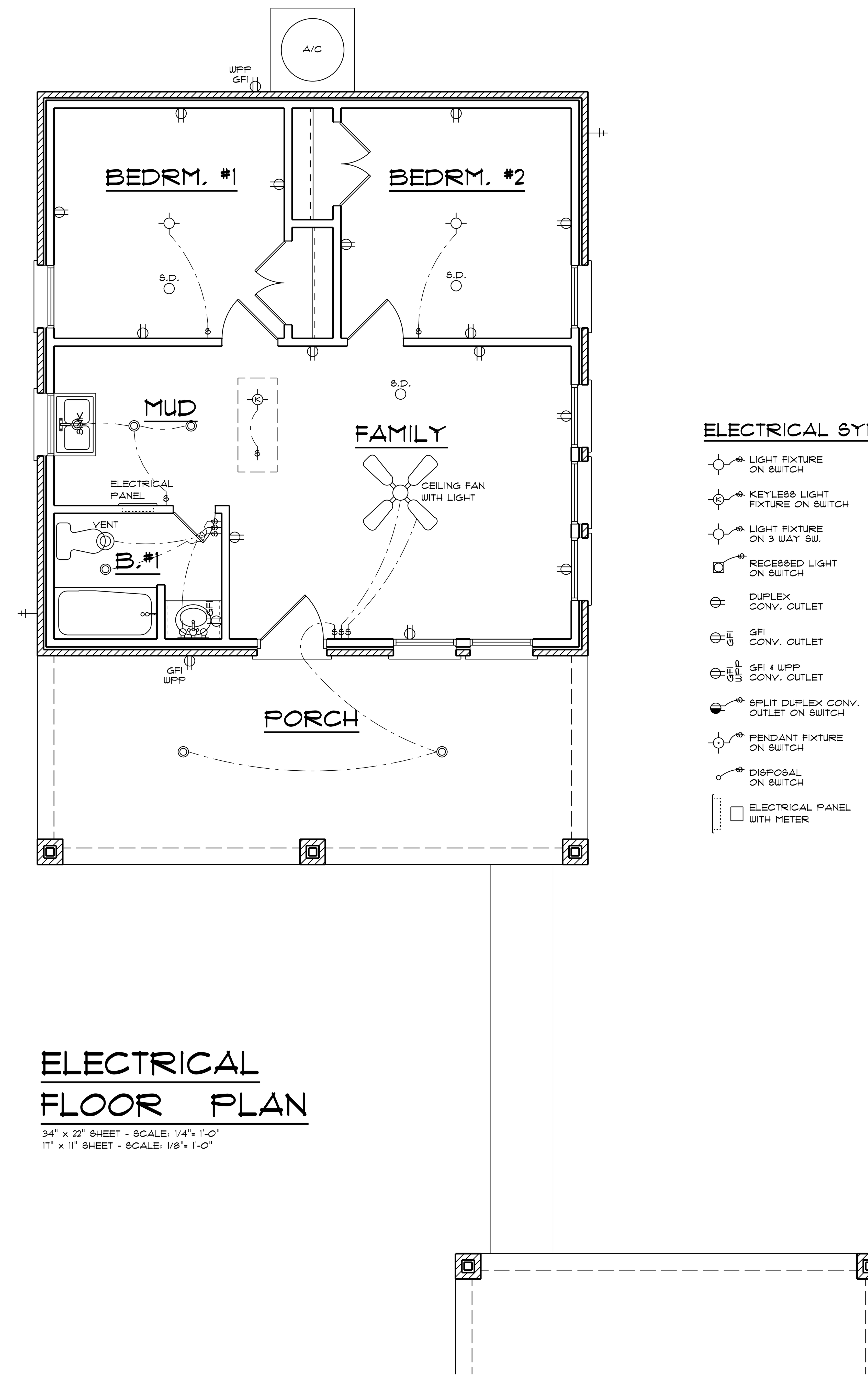


LEFT ELEVATION

34" x 22" SHEET - SCALE: 1/4"= 1'-0"
11" x 11" SHEET - SCALE: 1/8"= 1'-0"

RIGHT ELEVATION

34" x 22" SHEET - SCALE: 1/4"= 1'-0"
11" x 11" SHEET - SCALE: 1/8"= 1'-0"



ELECTRICAL FLOOR PLAN

34" x 22" SHEET - SCALE: 1/4"= 1'-0"
11" x 11" SHEET - SCALE: 1/8"= 1'-0"

ELECTRICAL SYMBOLS

- LIGHT FIXTURE ON SWITCH
- KEYLESS LIGHT FIXTURE ON SWITCH
- LIGHT FIXTURE ON 3 WAY SW.
- RECESSED LIGHT ON SWITCH
- DUPLEX CONV. OUTLET
- GFI CONV. OUTLET
- GFI & WPP CONV. OUTLET
- SPLIT DUPLEX CONV. OUTLET ON SWITCH
- PENDANT FIXTURE ON SWITCH
- DISPOSAL ON SWITCH
- ELECTRICAL PANEL WITH METER
- 220 VOLT PLUG OR SPECIAL WIRING
- EXHAUST VENT FIXTURE ON SW.
- SMOKE & CARBON MONOXIDE DETECTOR
- FLUORESCENT FIXTURE ON SWITCH
- UP LIGHT ON SWITCH
- WALL LIGHT FIXTURE ON SWITCH
- WALL SCONCE FIXTURE ON SWITCH
- DOUBLE FLOOD LIGHT FIXTURE ON SWITCH
- L.E.D. FIXTURE ON SWITCH
- L.E.D. FIXTURE WALL MOUNTED ON SWITCH

RELEASE DATE: 05/18/2021

ALLEN G. WALLACE
641 WOODCREST DRIVE
HURST, TEXAS 76053
awplans1@yahoo.com

DATE:
05/18/2021

SHEET NUMBER
2 OF 4

PLAN NUMBER
974-20
SEGOVIA

Guest House Requirements

(19) Guest house. In addition to any requirements or regulations outlined within the specific use permit, guest houses shall be subject to the following development standards:

(a)Only one guest house shall be allowed on a single parcel of record.

(b)The guest house, along with the main dwelling, may not exceed the allowable site coverage for the zoning district.

(c)The guest house shall:

1.Not exceed 40 percent of the livable floor area of the main structure.

2.Not contain more than one bathroom facility.

3.Not contain a kitchen, including a range, stove or cooktop.

4.Be designed to ensure visual harmony, consistency, and compatibility with the main dwelling on the site and with other residential structures in the area, and meet all applicable masonry requirements.

5.Meet the setback requirements for accessory structures as stated in section 4.02.01 Residential Accessory Structures.

6.Not be separately rented or leased from the main dwelling, whether compensation is direct or indirect.

7.Not be sold separately from sale of the entire property, including the main structure, and the property shall not be replatted in a manner that would allow the accessory structure to become a main structure.

8.Register and receive annual inspections as outlined:

a. Each guest house shall be registered annually. If there is any change in occupancy of the structure longer than three weeks, registration shall be updated at that time.

b. Inspections shall be required annually. It shall be the responsibility of the property owner to request and schedule an inspection at the time of annual registration.

c. The fees for registration and required annual inspection for each guest house are as shown in the city's fee schedule.

ORDINANCE NO. 1436-21

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING A GUEST HOUSE ON CERTAIN PROPERTY LOCATED AT 6600 HOVENKAMP AVENUE, RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, codified as Chapter 90 of the City Code, and a comprehensive zoning map, regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a Specific Use Permit for a Guest House in the SF-10 Single-Family Residential Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on May 25, 2021, and by the City Council of the City on June 14, 2021 with respect to the use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS:

SECTION 1
SPECIFIC USE PERMIT GRANTED

Chapter 90 of the City Code, as amended, is hereby amended so that a specific use permit is granted as shown and described below:

Applicant:	Jose Arturo Diaz Segovia
Property Address:	6600 Hovenkamp Avenue, Richland Hills, Texas
Legal Description:	Lot One (1), in Block Twenty-two (22) , of Richland Hills Addition, an addition to the City of Fort Worth, Tarrant County, Texas, now in Richland Hills, Texas, according to the Map 01 Plat thereof recorded in Volume 388-C, Page 24 of the Plat Records of Tarrant County, Texas
Zoning Change:	The property shall remain located in the "SF-10 Single-Family Residential" Zoning District, and a Specific Use Permit permitting a Guest House is hereby granted subject to the terms and conditions provided herein.

SECTION 2
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING

The zoning districts, boundaries, and uses as herein established herein have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3
ZONING ORDINANCE AND SPECIAL TERMS AND CONDITIONS APPLICABLE

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City, for the zoning district into which they have been assigned. In addition, use of the property described above shall be subject to all restrictions, terms and conditions contained in the site plan and conditions attached as Exhibit A, which is incorporated herein by reference.

SECTION 4

ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other Ordinances of the City of Richland Hills affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5
PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

SECTION 6
RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 7
SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8
PUBLICATION

The City Secretary of the City of Richland Hills is hereby directed to publish in the official newspaper of the City the caption, penalty clause, publication clause, and effective date clause of this Ordinance as required by law.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS _______ DAY OF __________________, 2021.

____
EDWARD LOPEZ, THE HONORABLE MAYOR

ATTEST:

____
CATHY BOURG, CITY SECRETARY

EFFECTIVE DATE: ______________________________

APPROVED AS TO FORM AND LEGALITY:

____
BETSY ELAM, CITY ATTORNEY

EXHIBIT A
Special Terms and Conditions

Conditions of Specific Use Permit:

The Guest House must comply with all requirements of Guest Houses as listed in Section 3.02.01(A)(19) of the City's Comprehensive Zoning Ordinance

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: June 28, 2021

Subject: 6518 Baker Boulevard Replat Request

Agenda Item:

Consider a final plat of Lot 1 and Lot 2, Block 8, Richland Hills South Addition, an addition to the City of Richland Hills, which is a replat of part of Block 8, Richland Hills South Addition, City of Richland Hills, Tarrant County, Texas otherwise known as 6518 Baker Boulevard, Richland Hills, Texas **PUBLIC HEARING**

Background Information:

The property at 6518 Baker Boulevard is a 65,406 square foot lot owned by Don and Jan Bybee. The lot is being divided into two lots.

Currently in place on this property is Don Bybee Construction. The business would remain on Lot 2, which would be a 32,247 square foot lot. This leaves Lot 1 with 33,159 square feet.

Staff has reviewed the replat request and recommends approval.

Financial Considerations:

Approval of the replat will not require additional funding from the city

Legal Review:

N/A

Board/Citizen Input:

The Planning and Zoning Commission considered the replat at their June 22, 2021 meeting and recommended approval 4-0

Attachments:

Replat Application
Location Map
Property Photo
Original Plat
Proposed Replat

Suggested Motion:

Motion to approve a final plat of Lot 1 and Lot 2, Block 8, Richland Hills South Addition, an addition to the City of Richland Hills, which is a replat of part of Block 8, Richland Hills South Addition, City of Richland Hills, Tarrant County, Texas otherwise known as 6518 Baker Boulevard, Richland Hills, Texas

CITY OF RICHLAND HILLS, TEXAS

3200 DIANA DRIVE · RICHLAND HILLS, TX 76118
PLANNING AND COMMUNITY DEVELOPMENT

Plat Application

Indicate application type				
Preliminary Plat	Final Plat	Amended Plat	Replat	Vacated Plat

Property Owner Information

Name	Don Bybee
Address	1075 Boling Ranch Rd Azle, Tx 76020
Contact Number	817-994-6997
Contact E-Mail	don@donbybee.com

I, the undersigned owner or authorized agent of the following described real property, located in the City of Richland Hills, Texas, hereby make application for a plat request as indicated above. The property is legally described as, ______________________

(Provide legal description of property on line above)

Signature	D Bybee	4-20-21 Date

Size/Dimension of Property

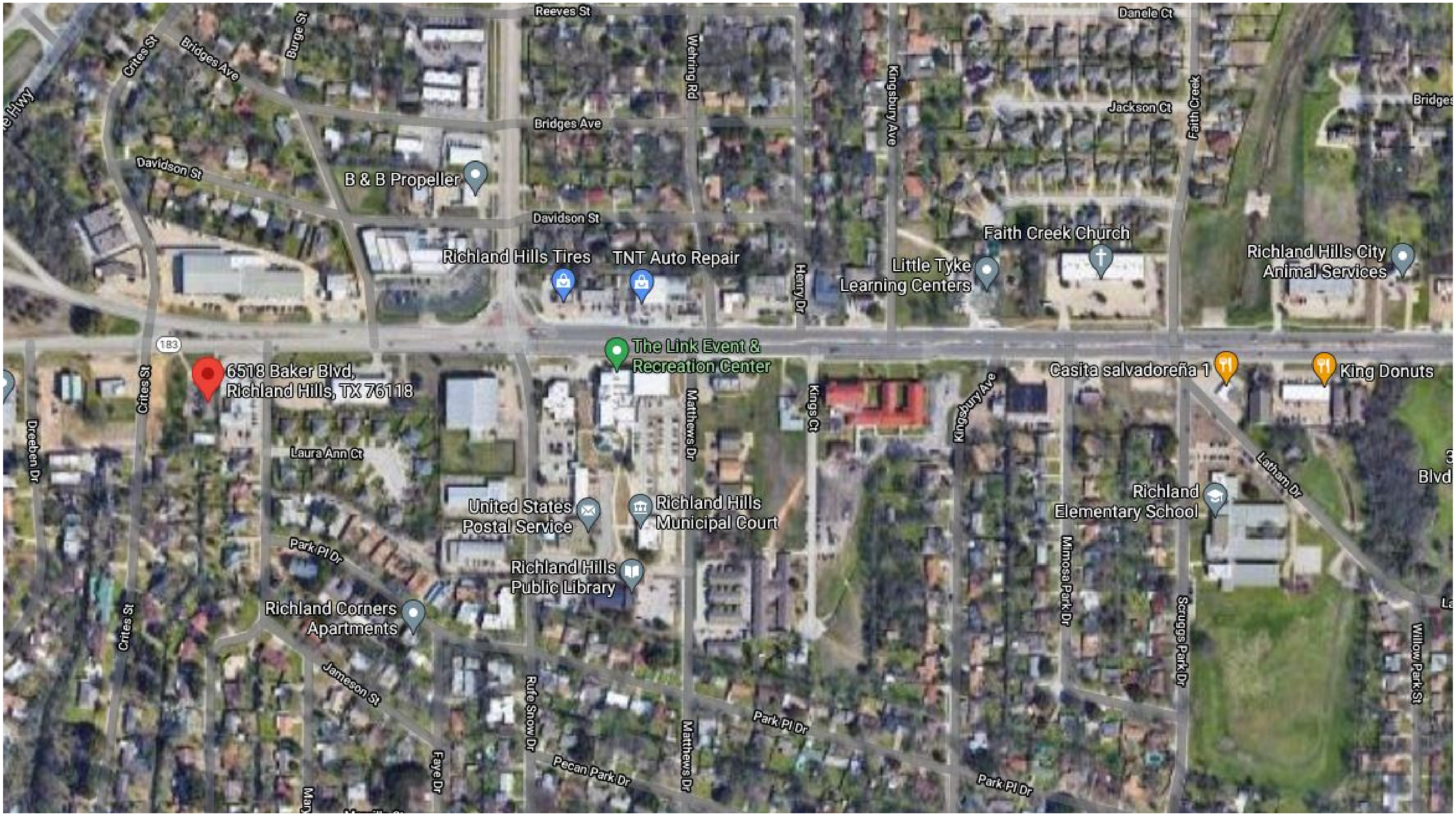
Area (square feet or acres)	Width (feet)	Length (feet)

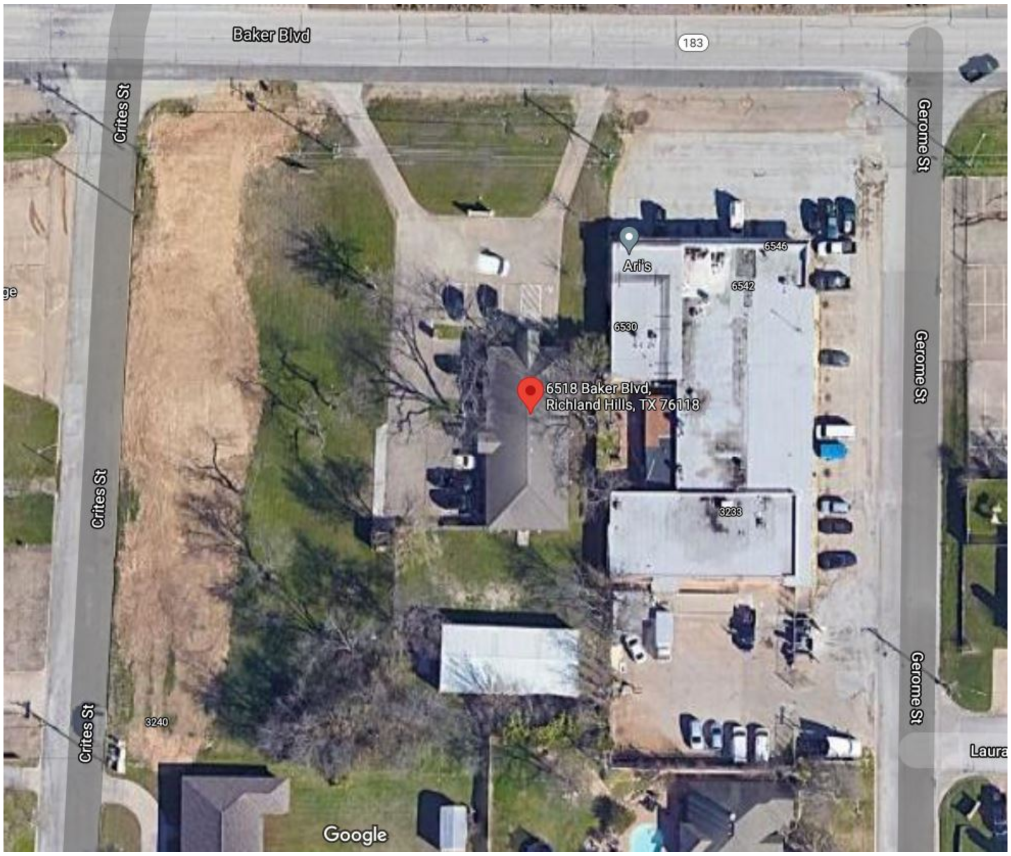
Applicant Information

Name	SPRY SURVEYORS / DAVID LEWIS
Address	8241 MIDCITIES BLVD STE 102
Contact Number	817·776·4049
Contact E-Mail	david@SPRYSURVEYORS.COM
Subject Site (Address)	6518 BAKER BLVD RICHLAND HILLS

For Official Use. Do not write below this line

Case Number		Date Received	
Accepted by			
Comments			


Reeves St
Danele Ct
Burge St
Crites St
Bridges Ave
Bridges Ave
Wehring Rd
Kingsbury Ave
Jackson Ct
Faith Creek
Davidson St
B & B Propeller
Davidson St
Faith Creek Church
Richland Hills City Animal Services
Richland Hills Tires
TNT Auto Repair
Henry Dr
Little Tyke Learning Centers
183
The Link Event & Recreation Center
6518 Baker Blvd, Richland Hills, TX 76118
Casita salvadoreña 1
King Donuts
Crites St
Kings Ct
Kingsbury Ave
Matthews Dr
Dreeben Dr
Laura Ann Ct
Latham Dr
Richland Elementary School
United States Postal Service
Richland Hills Municipal Court
Park Pl Dr
Richland Hills Public Library
Mimosa Park Dr
Scruggs Park Dr
Willow Park St
Crites St
Richland Corners Apartments
Jameson St
Rufe Snow Dr
Faye Dr
Pecan Park Dr
Matthews Dr
Park Pl Dr
Park Pl Dr

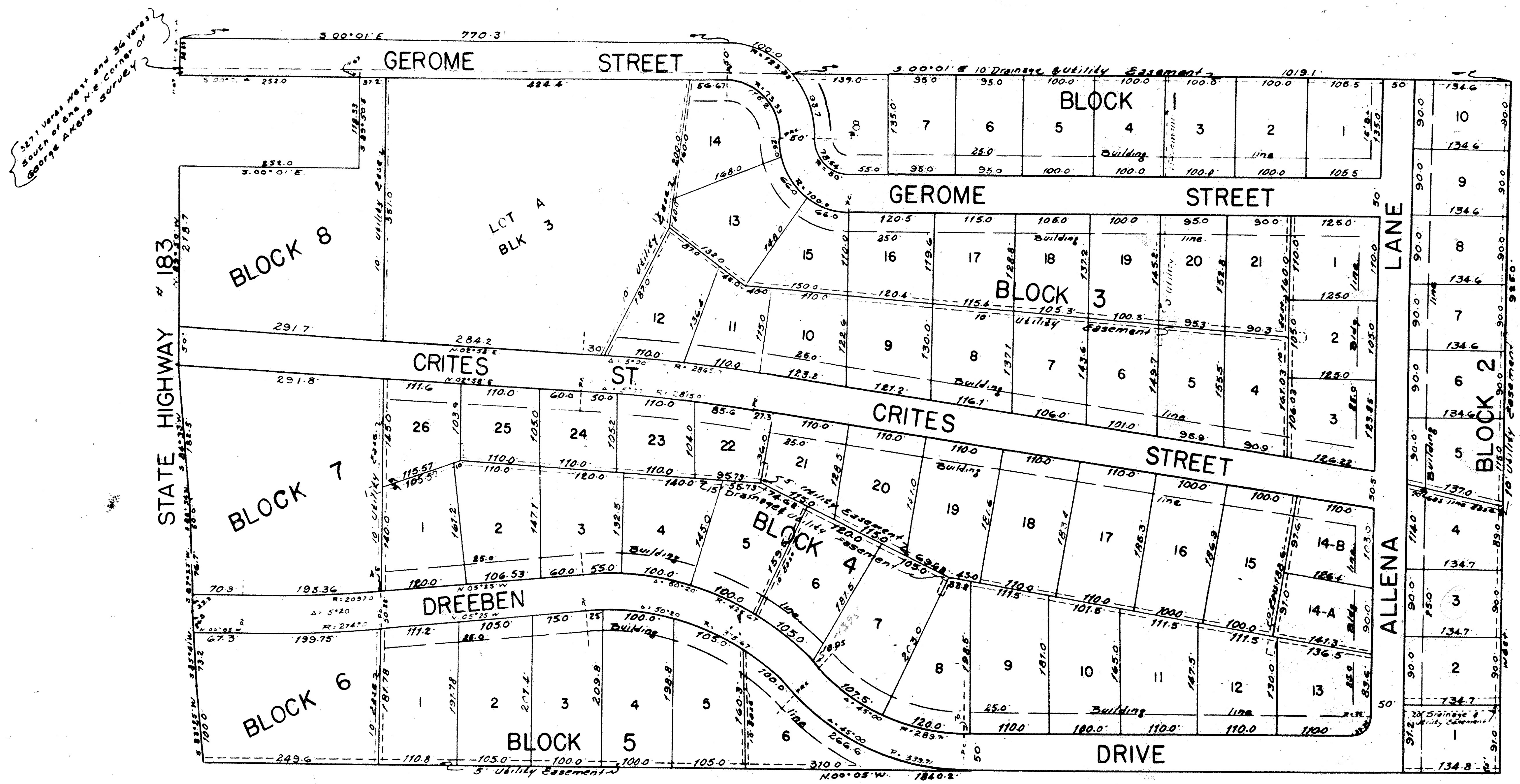

Baker Blvd
183
Crites St
Gerome St
Ari's
6546
6542
6530
6518 Baker Blvd,
Richland Hills, TX 76118
3233
3240
Laura
Google


FOR SALE
BY OWNER
817-994-6997

12

PLAT RECORD VOLUME 388 - Two

12



"RICHLAND HILLS SOUTH"

(FIRST FILING)

AN ADDITION TO THE CITY OF RICHLAND HILLS
TARRANT COUNTY, TEX.
(OUT OF THE G. AKERS SUR)
REVISED TO SHOW ADDITIONAL UTILITY EASEMENTS

SCALE: 1" = 100'

AUTHORIZED BY ORDER OF COMMISSIONERS COURT, TARRANT COUNTY, TEXAS.
THIS 3 DAY OF January 1955
MELVIN (MEL) FAULK, Co. CLERK
BY Jean Harris
DEPUTY

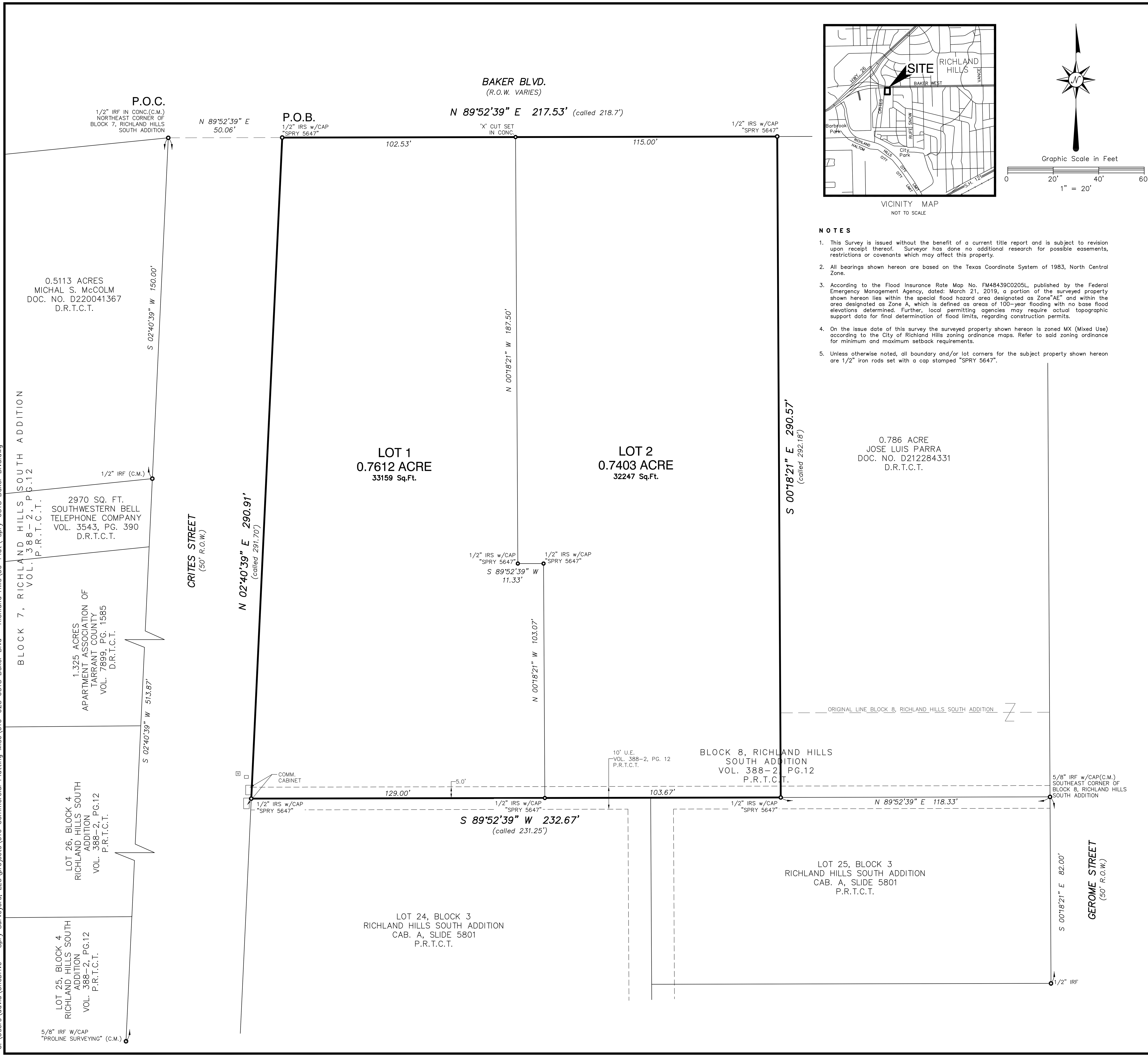
CHECKED COUNTY ENGR. DEPT.
1-12-55

SURVEYED BY R. B. Crabtree
R. B. CRABTREE
Licensed State Land Sur.
August 1954

CITY PLANNING COMMISSION
RICHLAND HILLS, TEXAS.
APPROVED Jan 6, 1954
CHAIRMAN L. V. Oxley
SEC. C. J. Hunnington

M. H. PARKER

Jun 17, 2021 – 3:22pm
C:\Users\david\OneDrive – Spry Surveyors, LLC\projects\016 Commercial Platting Misc\016-025 6518 Baker Blvd – Richland Hills\30-Plat\ spry-6518 Baker Blvd.dwg



N O T E S

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. According to the Flood Insurance Rate Map No. FM48439C0205L, published by the Federal Emergency Management Agency, dated: March 21, 2019, a portion of the surveyed property shown hereon lies within the special flood hazard area designated as Zone"AE" and within the area designated as Zone A, which is defined as areas of 100-year flooding with no base flood elevations determined. Further, local permitting agencies may require actual topographic support data for final determination of flood limits, regarding construction permits.
4. On the issue date of this survey the surveyed property shown hereon is zoned MX (Mixed Use) according to the City of Richland Hills zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.
5. Unless otherwise noted, all boundary and/or lot corners for the subject property shown hereon are 1/2" iron rods set with a cap stamped "SPRY 5647".

OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS **Don Bybee and Jan Bybee** are the owners of a 1.502 acre tract of land, described in the deed recorded in D210276606, Deed Records of Tarrant County, Texas, (D.R.T.C.T.), and being a portion of Block 8, Richland Hills South Addition, recorded in Volume 388-2, Page 12, in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the G. Ambers Survey, A-310, City of Richland Hills, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

Commencing at a 1/2" iron rod found in concrete for the northeast corner of Block 7, of said Richland Hills South Addition, also being the northeast corner of a called 0.5113 acre tract of land described in the deed to Michal S. McColm, recorded in Document Number D220041367, D.R.T.C.T., in the south right-of-way line of Baker Boulevard (right-of-way varies), also in the west right-of-way line of Crites Street (a 50' right-of-way), from which a 1/2" iron rod found for the southeast corner of said called 0.5113 acre tract, common to the northeast corner of a called 2,970 square foot tract described in the deed to Southwestern Bell Telephone Company, recorded in Volume 3543, Page 390, D.R.T.C.T., bears South 02° 40' 39" West – 150.00', and also from which a 5/8" iron rod with a cap stamped "PROLINE SURVEYING" found for the southeast corner of Lot 25, Block 4, of said Richland Hills South Addition bears South 02° 40' 39" West – 513.87'; Then North 89° 52' 39" East – 50.06, crossing said Crites Street and along the south right-of-way line of said Baker Boulevard, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE North 89° 52' 39" East – 217.53' (called 218.7') along the north line of said Block 8, Richland Hills South Addition, common to the south right-of-way line of said Baker Boulevard, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the northeast corner of the herein described tract, common to the northwest corner of a called 0.786 acre tract of land described in the deed to Jose Luis Parra, recorded in Document Number D212284334, D.R.T.C.T.;

THENCE South 00° 18' 21" East – 290.57' (called 292.18') along the east line of said Block 8, Richland Hills South Addition, common to the west line of said called 0.786 acre tract, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the southeast corner of the herein described tract, common to the southwest corner of said called 0.786 acre tract, and from which a 5/8" iron rod with a cap found for the southeast corner of said Block 8, Richland Hills South Addition, common to the northeast corner of Lot 25, Block 3, Richland Hills South Addition, an addition to the City of Richland Hills, Tarrant County, Texas, and in the west right-of-way line of Gerome Street (a 50' right-of-way) bears North 89° 52' 39" East – 118.33', and also from which a 1/2" iron rod found for the southeast corner of said Lot 25, Block 3, Richland Hills South Addition, bears South 00° 18' 21" East – 82.00';

THENCE South 89° 52' 39" West – 232.67' (called 231.25') along the south line of said Block 8, Richland Hills South Addition, common to the north line of Block 3, of said Richland Hills South Addition, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the southwest corner of the herein described tract, common to the northwest corner of Lot 24, Block 3, of said Richland Hills South Addition, in the east right-of-way line of said Crites Street;

THENCE North 02° 40' 39" East – 290.91' (called 291.70') along the west line of said Block 8, Richland Hills South Addition, common to the east right-of-way line of Crites Street, to the POINT OF BEGINNING and containing 1.502 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That **DON BYBEE and JAN BYBEE**, the Owners, do hereby adopt this plat designating the herein above described property as, **LOT 1 AND LOT 2, BLOCK 8, RICHLAND HILLS SOUTH ADDITION**, an addition to the City of Keller, Texas, and do hereby dedicate to the public use forever, the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from an upon the said easement strips for the purpose of constructing, reconstruction, inspecting and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules regulations, and resolutions of the City of Richland Hills, Texas.

Witness our hands at Tarrant County, Texas, this _____ day of _________. 2021.

___________ ___________ DON BYBEE

_______________________ JAN BYBEE

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF __________

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared **DON BYBEE and JAN BYBEE**, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this ________ day of ___________________, 2021.

____
Notary Signature

Notary Stamp:

SURVEYOR CERTIFICATE

That I, David Carlton Lewis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and the monuments shown hereon were found and/or placed under my personal supervision and in accordance with the Platting Rules and Regulations of the City Plan Commission of the City of Richland Hills, Texas.

This document shall not be recorded for any purpose. This drawing shall be used for
REVIEW PURPOSES ONLY
David Carlton Lewis
R.P.L.S. No. 5647
Date: June 17, 2021

STATE OF TEXAS
REGISTERED
DAVID CARLTON LEWIS
5647
PROFESSIONAL
LAND SURVEYOR

____
David Carlton Lewis, R.P.L.S.
Texas Registration No. 5647
Spry Surveyors, LLC
8241 Mid Cities Blvd Ste 102
North Richland Hills, TX 76182

Certificate of Approval of the Planning and Zoning Commission

This plat has been submitted to and considered by the PLANNING AND ZONING COMMISSION of the City of Richland Hills, and is hereby approved by such Commission.

This ________ day of ________________, 2021, to approve this Plat.

BY:______________________________
Chairman

Attest:______________________________
Secretary

Statement of Adoption by Council

The City Council of Richland Hills, Teas on this ________ day of ________________, 2021, voted affirmatively to adopt this plat and approve it for filing of record.

BY:______________________________
Mayor

Attest:______________________________
City Secretary

A FINAL PLAT OF
LOT 1 AND LOT 2, BLOCK 8

RICHLAND HILLS SOUTH ADDITION

AN ADDITION TO THE CITY OF RICHLAND HILLS, WHICH IS A REPLAT OF PART OF BLOCK 8, RICHLAND HILLS SOUTH ADDITION, RECORDED IN VOLUME 388-2, PAGE 12, P.R.T.C.T., WHICH IS 1.502 ACRES IN THE G. AMBERS SURVEY, A – 310 CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000

OWNER: Don Bybee
Jan Bybee
1075 Boling Ranch Road
Azle, TX 76020
Phone: 817-994-6997

DATE: APRIL 2021

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: June 28, 2021

Subject: Adoption of Enterprise Fleet Management Program

Agenda Item:

Consider Resolution 542-21 authorizing the City Manager to execute agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the acquisition, management, resale and maintenance of fleet vehicles

Background Information:

The City of Richland Hills maintains a current fleet of 39 vehicles across all city departments. The average life cycle of the vehicles is 6 years with an average maintenance cost of $184 per month.

Over the past couple of years, City Council and staff have had several discussions about implementing a fleet management program that would:

- Establish a routine preventative maintenance plan;
- Increase vehicle safety and fuel efficiency;
- Reduce operational and maintenance expenses;
- Provide an automated system for fleet management and tracking; and
- Create a sustainable vehicle replacement program

In December 2019, the City Council adopted Resolution 515-19. This Resolution created a vehicle replacement program that would replace two (2) public safety patrol vehicles and two (2) public works vehicles on an annual basis. The program was based on a traditional lease-to-own purchase estimated to cost the City $160,000 annually. Other city vehicles requiring replacement would have to be added to the program at an additional cost. Prior to 2019, the City did not have a formal vehicle replacement program and replacement decisions were based on vehicle failure or inoperability.

Including acquisition, aftermarket vehicle outfitting, maintenance and fuel costs, the City currently spends $369,000 on fleet management. This does not include staff time spent purchasing and selling vehicles, handling vehicle maintenance and tracking vehicle expenditures.

In an effort to find a vehicle replacement program that could address fleet needs across the City, staff engaged Enterprise Fleet Management, Inc. to learn more about their fleet program. Enterprise provides fleet management services to over 150 government clients in the State of Texas. They are a world leader in the acquisition, financing and resale of vehicles. The Enterprise Fleet Management Program also provides full-service maintenance and fuel programs; aftermarket vehicle outfitting; license, title and registration services; and telematics for vehicle tracking.

Enterprise provided a 10-year financial analysis for the City, inclusive of all fleet vehicles, with an estimated total savings of $552,081 over a 10-year period. This would be accomplished through an open-end lease that maximizes cash flow and utilizes equity from vehicles sold. The proposed plan decreases the City's fleet by 2 vehicles, lowers the average life cycle to 3.4 years (depending on market trends) and reduces annual vehicle maintenance and fuel costs by approximately 54%.

By shifting from a plan of reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Richland Hills could operate a safer, newer, more efficient fleet for lower overall cost and significantly reduce the amount of time staff dedicates to fleet management.

Financial Considerations:

The proposed Enterprise Fleet Management analysis reduces the City's fleet costs from an average of $369,000 to $315,000 annually. This includes the purchase, maintenance, fuel and management of all fleet vehicles. The result is an estimated savings of $550,000 over a 10-year period.

Procurement of vehicles would be done through the TIPS interlocal purchasing system of which the City is a member. A Vehicle and Equipment Replacement Fund has been established so that all revenue and expenditures related to the purchase, maintenance and resale of fleet vehicles can be maintained in one fund.

Legal Review:

The City Attorney would review all agreements prior to City Manager signature.

Board/Citizen Input:

N/A

Attachments:

City of Richland Hills Financial Analysis
Resolution 542-21

Council Action Requested:

Motion to approve Resolution 542-21 authorizing the City Manager to execute agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the acquisition, management, resale and maintenance of fleet vehicles

Financial Analysis

enterprise FLEET MANAGEMENT

Current Fleet	39	Fleet Growth	-5.13%	Proposed Fleet	37
Current Cycle	6	Annual Miles	9,068	Proposed Cycle	3.4
Est. Current Maint.	$184	Cost of Fuel	$2.00	Est. New Vehicle Fuel Economy	18
Current Fuel Economy	16	Percentage of Idle Time	33%	Est. New Vehicle Maint	$51

Fleet Mix					Fleet Cost					Annual
Fiscal Year Start	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Upfront Aftermarket	Est. Maintenance & Fuel	Equity	Fleet Budget	Net Difference
Current	39	5.1	39	0	179,493		48,188	141,763		369,443	0
2021	37	28	9	28		249,752	103,925	81,859	-259,951	175,584	193,859
2022	37	10	8	29		259,419	1,695	81,005	-32,542	309,576	59,867
2023	37	11	6	31		278,908	19,891	78,928	-61,730	315,998	53,445
2024	37	19	3	34		308,142	43,310	76,469	-123,193	304,729	64,714
2025	37	14	3	34		308,142	7,070	76,469	-52,220	339,461	29,982
2026	37	17	3	34		308,142	63,032	76,469	-119,816	327,828	41,615
2027	37	16	3	34		308,142	13,474	76,469	-64,875	333,210	36,233
2028	37	12	3	34		308,142	21,586	76,469	-41,421	364,777	4,666
2029	37	16	3	34		308,142	35,212	76,469	-81,847	337,976	31,467
2030	37	16	3	34		308,142	13,474	76,469	-64,875	333,210	36,233
										EST. TOTAL 10-YEAR SAVINGS	$552,081

* Lease Rates are conservative estimates

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

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

RESOLUTION 542-21

A RESOLUTION OF THE RICHLAND HILLS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC. FOR THE ACQUISTION, MANAGEMENT, RESALE AND MAINTENANCE OF FLEET VEHICLES

WHEREAS, the City of Richland Hills (the "City") and Enterprise Fleet Management, Inc. and Enterprise FM Trust (collectively "Enterprise") have previously negotiated and now desire to enter into a Master Equity Lease Agreement, Maintenance Management Agreement, Telematics Agreement, and various government addendums (collectively, the "Agreements"), attached as Exhibit A, for services related to fleet acquisition, management, resale and maintenance, whereby Enterprise will lease and repair certain vehicles leased to the City; and

WHEREAS, the City Council of the City of Richland Hills (the "City Council") finds and determines that it is in the best interest of the City and its residents to approve said Agreements; and

WHEREAS, the City Council designates the City Manager as an authorized signer of these Agreements.

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

Section 1. The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Resolution as if fully set forth in this Section One.

Section 2. The City Council approves said Agreements with Enterprise pertaining to lease and maintenance of vehicles leased from Enterprise by the City in accordance with and upon the terms and conditions stated in these Agreements attached as Exhibit A.

Section 3. That the City Council designates the City Manager as an authorized signer of these Agreements, and the City Manager is hereby authorized to execute said Agreements, and any ancillary documents necessary to memorialize said Agreements, subject to review and revision as to form by the City Attorney.

Section 4. That this Resolution replaces Resolution 515-19 approved by the City Council on December 9, 2019 for the purpose of adopting vehicle replacement guidelines for public safety patrol and public works vehicles.

Section 5. This Resolution shall be effective upon its adoption.

Passed and approved this 28th day of June, 2021.

CITY OF RICHLAND HILLS, TEXAS

____
THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

____
CATHY BOURG, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

____
BETSY ELAM, CITY ATTORNEY

EXHIBIT A

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

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

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

2. TERM. The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

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

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM________ Customer________

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

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

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

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

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

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

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

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

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

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

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

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

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

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

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

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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

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

LESSEE: ______________________

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________, ________

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

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________, ________

Initials: EFM________ Customer________

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AUTHORIZED SIGNER

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed ______________________ (Title) for ______________________ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
______________________	______________________
Print Name	Title
______________________	______________________
Print Name	Title
______________________	______________________
Print Name	Title
______________________	______________________
Print Name	Title
______________________	______________________
Print Name	Title

Bond Rating: ______________ Rating Agency: ______________ Federal ID#: ______________

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

______________________ Print Name

______________________ Title

______________________ Signature

______________________ Company Name

______________________ Date

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AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

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

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

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

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

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

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

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

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

LESSEE: ______________________

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________
____
____

Date Signed: ______________, ________

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

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________
____
____

Date Signed: ______________, ________

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FLEET MANAGEMENT

MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of $1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of $2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of $5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

	LESSOR: Enterprise FM Trust
LESSEE: ______________________	By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: ______________________	Signature: ______________________
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Address: ______________________ ______________________ ______________________	Address: ______________________ ______________________ ______________________
Date Signed: ______________, ________	Date Signed: ______________, ________

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FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and ______________________________ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of ____________, _________ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

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

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $__________ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

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

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

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

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

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

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	
Signature:	____________________	Signature:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Date Signed:	____________, ______	Date Signed:	____________, ______

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

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FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ______ day of ___________, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and ____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the ______ day of ___________, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

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

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

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

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM________ Lessee________

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

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

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

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

LESSEE:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________ ______________________ ______________________	Address:	______________________ ______________________ ______________________
Attention:	______________________	Attention:	______________________
Fax #:	______________________	Fax #:	______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Initials: EFM________ Lessee________

enterprise
FLEET MANAGEMENT

MAINTENANCE AGREEMENT
(Non-Owned)

This Maintenance Agreement (this "Agreement") is entered into as of the _____ day of __________, _______, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and the company whose name is set forth on the signature page below ("Company").

WITNESSETH

1. COVERED VEHICLES. This Agreement shall apply to those vehicles owned by Company (the "Covered Vehicle(s)") which are listed on a schedule in the form of Exhibit A attached hereto which has been signed by EFM and Company (the Schedule(s)"), which Schedule(s) shall become a part of this Agreement.

2. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth below. EFM and Company shall each have the right to terminate this Agreement effective as of the last day of any month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

3. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Company for its payment of, all costs and expenses incurred in connection with the maintenance or repair of such Covered Vehicle. This Agreement does not cover and Company will remain responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Company between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a [truck], (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Company agrees to have the necessary work performed by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Company must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Company agrees to furnish EFM with an invoice for all service and/or repairs to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Company has complied with the above terms and conditions and followed EFM's instructions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any provision of this Agreement to the contrary, EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

4. ENTERPRISE CARDS: EFM may, at its option, provide Company with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Company agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Company agrees to promptly pay to EFM, all charges made by or for the account of Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of Section 3 above). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Company's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Company must return the EFM Card to EFM. The EFM Card is non-transferable.

5. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. Any monthly maintenance fee or other amount owed by Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

6. NO WARRANTIES. Company acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

7. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by telecopy, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or telecopy number set forth on the signature page of this Agreement, or at such other address or telecopy number as any party hereto may designate as its address for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by telecopy, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

8. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Company. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri.

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

Company: ______________________	EFM: Enterprise Fleet Management, Inc.
Signature: ______________________	Signature: ______________________
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Address: ______________________ ______________________ ______________________	Address: ______________________ ______________________ ______________________
Date Signed: ______________, ________	Date Signed: ______________, ________

EXHIBIT A

Schedule to MAINTENANCE AGREEMENT Dated the _____ day of ___________, _____________.

Vehicle Year, Make,Model and VIN#	Current Odometer Reading	Monthly Maintenance Fee	Monthly Mileage Limit	Overmileage Maintenance Fee	Term Commencement Date

Company: ______________________

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________________, __________

EFM: Enterprise Fleet Management, Inc.

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________________, __________

enterprise
FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ______ day of _______, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and ____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

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

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

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

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM________ Company________

8. FEES: EFM will charge the Company for the service under this Agreement $______ per month per Card, plus a one time set-up fee of $_______.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

Company:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________ ______________________ ______________________	Address:	______________________ ______________________ ______________________
Date Signed:	______________, ______	Date Signed:	______________, ______

Initials: EFM________ Company________

enterprise
FLEET MANAGEMENT

TELEMATICS SERVICES AGREEMENT

As of this _____ day of ___________, 20_____, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

(☐) Master Equity Lease Agreement (with schedules), dated _____________ ___________, 20_____.

(☐) Master Walkaway Lease Agreement (with schedules), dated _____________ ___________, 20_____.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2. Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

(A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;

(B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and

(C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

5. Purchase. Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. **IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."		Customer Name: ____________________	
Signature:	____________________	Signature:	____________________
By:	____________________	By:	____________________
Title:	____________________	Title:	____________________
Address:	____________________ ____________________ ____________________	Address:	____________________ ____________________ ____________________
Date Signed:	____________, ______	Date Signed:	____________, ______

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Cathy Bourg, City Secretary

Date: June 28, 2021

Subject: Consider appointments to Boards and Commissions

Agenda Item:

Consider appointments to Boards and Commissions.

Background Information:

There is a need to consider appointments to fill vacancies on the Zoning Board of Adjustment and Richland Hills Development Corporation.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Zoning Board of Adjustment Members
Richland Hills Development Corporation Members

Council Action Requested:

See attached.

Zoning Board of Adjustment

Place	Name	Current Term	Term Expires
Place 1	Jorge Cisneros - Chair	2020 - 2022	2022
Place 2	Sanjay Mathew	2020 - 2022	2022
Place 3	Ashly Schilling	2020 - 2022	2022
Place 4	Chris Utchell	2020 - 2022	2022
Place 5	Vacant	2020 - 2022	2022
Alternate 1	Vacant	2020 - 2022	2022
Alternate 2	Vacant	2020 - 2022	2022
Alternate 3	Vacant	2020 - 2022	2022
Alternate 4	Vacant	2020 - 2022	2022

Following the May 2021 General Election, G.W. Estep was elected to the City Council and may no longer serve in Place 5 on the Zoning Board of Adjustment (ZBA). There are also vacancies in all four Alternate Places.

The following is a list of applicants who would like to be considered for an opportunity to serve on the Zoning Board of Adjustment:

- Pamela Keith
- Joyce Fiaccone
- Fred Butz
- Nicole Smallwood
- Lou Tennyson
- Stacy Reddy
- Lisa Skier
- Travis Malone

Council Action:

Places with a vacancy:

- Place 5 – G.W. Estep was elected to the City Council and may no longer serve on the ZBA. Any member of the City Council may nominate applicants for vacancy.

- Alternate Places 1-4 - Any member of the City Council may nominate applicants for vacancies.

Richland Hills Development Corporation

Directors	Name	Current Term	Term Expires
Place 1	Edward Lopez - Chair	2020 - 2022	2022
Place 2	Curtis A Bergthold	2020 - 2022	2022
Place 3	Stacey L. Morse	2020 - 2022	2022
Place 4	Vacant (designated for Councilmember)	2020 - 2022	2022
Place 5	Bill Agan	2020 - 2022	2022
Place 6	Vacant (designated for Citizenmember)	2020 - 2022	2022
Place 7	Jorge Cisneros	2020 - 2022	2022

Consists of 7 Directors

- Places 1–4 are designated for Councilmember directors
- Places 5–7 are designated for Citizenmember directors

Officers

- President – Candice Edmondson
- Treasurer – Patricia Albrecht
- Secretary – Cathy Bourg

The Richland Hills Development Corporation currently has two vacancies. There is a need to appoint a Councilmember to Place 4 (formerly held by Athena Campbell) and a Citizenmember to Place 6 (formerly held by Ricky Head).

Council Action:

Places with a vacancy:

- Place 4 (Councilmember) – Any member of the City Council may nominate for vacancy.

- Place 6 (Citizenmember) – Any member of the City Council may nominate for vacancy.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: June 28, 2021

Subject: Gexa Energy February 2021 Winter Storm Payment

Agenda Item:

Consider authorization of payment to Gexa Energy, LP for Ancillary Service costs incurred during the February 2021 winter storm

Background Information:

In May the City of Richland Hills received a letter from Gexa Energy regarding increased services incurred during the winter storm. The letter indicates that while the City's energy costs remained stable throughout the winter storm, the storm's impact resulted in higher than anticipated Ancillary Service costs.

Ancillary Services are reliability products procured by ERCOT as grid operator to maintain the stability and reliability of the electric grid. Typically, these costs are very small and covered by the Texas Coalition for Affordable Power (TCAP) of which the City of Richland Hills is a member. However, these costs increased significantly during the winter storm and go beyond what TCAP can provide, so the costs must be recovered directly from the City.

Financial Considerations:

Payment to Gexa Energy, LP for Ancillary Service costs incurred during the February 2021 winter storm

Legal Review:

The City Attorney has reviewed the letter from Gexa Energy, LP

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Motion to authorize payment to Gexa Energy, LP for Ancillary Service costs incurred during the February 2021 winter storm

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: C. Russell Shelley, Fire Chief

Date: June 28, 2021

Subject: Fire Station Project Update

Agenda Item:

Fire Station Project Update

Background Information:

Staff will provide a construction update for the new Fire Station.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Jason Brown, Director of Parks and Recreation

Date: June 28, 2021

Subject: Hike and Bike Trail Project Update

Agenda Item:

Hike and Bike Trail Project Update

Background Information:

Staff will provide a construction update for the Hike and Bike Trail.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Jason Brown, Director of Parks and Recreation

Date: June 28, 2021

Subject: Red, White and You Celebration

Agenda Item:

Red, White and You Celebration

Background Information:

Staff will provide a final update on the Red, White and You Celebration scheduled for Saturday, July 3rd.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Scott Mitchell, Director of Neighborhood Services

Date: June 28, 2021

Subject: Street Improvement Projects Update

Agenda Item:

Street Improvement Projects Update

Background Information:

Staff will provide an update on the street improvement projects approved in the FY 2021 Budget.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: June 28, 2021

Subject: 87th Legislative Session Update

Agenda Item:

87th Legislative Session Update

Background Information:

Staff will provide an update on items of interest from the 87th Legislative Session.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: June 28, 2021

Subject: May Department Monthly Reports

Agenda Item:

May Department Reports

Background Information:

Attached are the monthly Department Reports. If you have any questions regarding the reports, please contact me or the appropriate Department Head.

Financial Considerations:

N/A

Board/Citizen Input:

N/A

Legal Review:

N/A

Attachments:

May Department Reports

Council Action Requested:

No Council Action

MONTHLY REPORT

RICHLAND HILLS PUBLIC LIBRARY

MAY • 2021

IMPACT

The Richland Hills Literary Club resumed their post-pandemic meetings in person on May 11, 2021 at 6:30 pm at the library. The group is lead by volunteer Carol Bergthold who is a retired reading teacher and former library employee. The group enjoyed scones with jam and cream while discussing their recent read *Call the Midwife.* Eleven members participated.
The next meeting will be Tuesday, June 22 at 6:30 pm and the book *The Passengers* is available for check out at the library now.

KEY FACTS (LAST YEAR)

- 688 Visitors (173)
- 2167 Items checked out (970)
- 1015 Questions answered (424)
- 207 Program Attendance (80)
- 132 Computer sessions (0)

Municipal Court – May 2021

Department Narrative of Significant Actions, Results, and Pending Items:

None at this time.

Citation Summary		
	Current Month	**YTD Total**
Violations Filed	138	1,476
Completed Cases– Paid Fine & Before Judge	65	705
Other Completed - Dismissed deferred, DSC, proof, compliance, by Judge or Prosecutor, plea & bar, void	140	585
Number of Warrants Issued	24	159
Number of Warrants Cleared	69	449
Number of Outstanding Warrants	22	130
Value of Outstanding Warrants	$9,065.00	$60,274.54
Total Fees Collected	$32,686.28	$272,211.49

City Marshal Activity Report
Month of MAY 2021

Department Narrative of Significant Actions, Results, and Pending items:

	Current Month # Cleared	Current Month $ Amt Cleared	YTD Number	YTD Dollar Amount
Warrant Service by Marshal in office				
Turned self in	0	$ -	7	$ 1,970.00
Attorney bonds	0	$ -	23	$ 11,279.45
Returned for Officer correction	0		2	$ 652.10
Unable to locate - bad info	26	$ 8,735.20	59	$ 20,299.77
Paid/payment plan	2	$ 1,088.23	56	$ 30,197.37
Deceased	17	$ 6,229.20	24	$ 9,811.20
Cleared-Found Incarcerated	3	$ 1,070.00	27	$ 9,480.30
Warrant Service by Marshal in field				
Arrests - transfer to jail	0	$ -		
Payment plan rather than jailed	0	$ -		
Attorney bonds rather than jailed	0	$ -		
Paid rather than jailed	0	$ -		
Warrant Service - Other				
Time Served	10	$ 3,638.10	218	$ 78,144.00
Arrested by other agencies	18	$ 6,456.30	208	$ 79,449.20
Paid by defendant	0	$ -	29	$ 14,841.49
Released due to medical reasons	0	$ -	6	$ 2,846.00
Attorney bonds	3	$ 2,204.93	21	$ 10,005.47
Prisoner Transfers				
Number of defendants transferred	0	$ -		
Total hours spent on transfers	0	$ -		
Total miles driven on transfers	0	$ -		
Teletype - time serve/plea/court date	3	$ 1,110.10	90	$ 34,260.30
Other Duties				
Bank detail	8		64	
Traffic stops	0		0	
Insurance verifications	18		69	
Vehicles inspected	0		4	
Bailiff hours	5		36	
Training	0		44	
Serve summons - School	0		0	
Serve summons - Animal Control	0		0	
Serve summons - Code Enforcement	0		0	
Serve summons - Police	0		0	
Officer corrections on citations	4		24	
Returned FTA notices	14		73	

Fire – May 2021

- More than 40 personnel from across the County participated in our After-Action Review of the Foam plant fire.
- Personnel completed ***38*** business inspections throughout the month.
- Members completed a combined ***216*** hours of training this month.
- The mutual aid agreement with Allegiance Ambulance resulted in no calls during May.
- A total of **12** development related meetings and inspections were conducted.
- The new Richland Middle School is progressing well, and all fire protection components have been permitted and approved for installation when the site is ready.
- Response times for May averaged **4 minutes 11 seconds** from receipt of call in dispatch to the first fire unit arriving on scene to assist.
- More than **15.6%** of emergency calls in May were received while our crews were already addressing another emergency in the City.
- Fire station construction is progressing. An update will be provided at the second Council meeting in June.
- Smoke alarms continue to be available to those who need them. There is no cost and FD personnel will install them.
- Vial of Life emergency medical information pouches are available at the fire station.
- Medication disposal pouches are also available at the fire station. The box is mounted on the wall outside the front door of the fire station. Please help yourself.

	Service Calls – Through May 31. 2021		
	Current Month	**May 2020**	**FY2021 Total**
Fire Calls	1	4	43
EMS/Major Accidents/ Rescues	75	81	566
Hazardous Conditions – No Fire	6	6	35
Public Assistance	19	16	104
Good Intent (No Service Rendered)	11	4	67
False Alarm	11	10	74
Severe Weather & Natural Disaster	0	0	1
Total Calls	**123**	**121**	**1028**
	Automatic / Mutual Aid		
	Current Month	**May 2020**	**YTD Total**
Aid Received	13	9	106
Aid Given	17	11	113

Police - May 2021

- Police Department staff moved back into the renovated building and setup operations.
- Police Department staff met with several members of the community to discuss crime trends and future planning of crime prevention programs and events.
- Sergeant Miller and Officer Sawyer attended Instructor Certification Training
- Sergeant Gaytan attended SFST (standard field sobriety test) Instructor Training
- Officer Tunson and Officer Tejada attended Crisis Intervention Training
- Officer Velazquez and Officer Batchelder attended Patrol Rifle Training

Service Calls			
	Previous Year	**Current Month**	**YTD Total**
Citizen Calls	395	520	2250
Officer Initiated	1003	1242	5047
Total Calls	1398	1762	7297
Part 1 Offenses			
	Previous Year	**Current Month**	**YTD Total**
Murder	0	0	0
Rape	3	0	2
Robbery	1	0	1
Aggravated Assault	3	0	3
Burglary	4	2	7
Theft	8	12	75
Motor Vehicle Theft	5	0	12
Total	0	14	100
Crashes & Injuries			
	Previous Year	**Current Month**	**YTD Total**
Crash Reports	7	9	55
Injuries	0	0	10
Killed	0	0	0
Criminal Investigations			
	Previous Year	**Current Month**	**YTD Total**
Assigned Cases - Active	6	7	38
Unfounded	0	1	3
Suspended	6	2	31
Exceptionally Cleared	0	0	11
Arrest - Case Filed	25	29	90
Arrest - Case Not Filed	Not Available	10	63
On View Arrests	33	20	121
DWI / DUI	12	6	40
Cases Pending Submission	Not Available	9	20
Warrants Obtained (Felony)	4	3	14
Warrants Obtained (Misdemeanor)	0	0	13
Search Warrants Obtained	3	4	10
Warrants Served (Felony)	2	0	3
Warrants Served (Misdemeanor)	0	0	4
Probable Cause Determination	0	0	6
Family Violence Arrests	4	1	10
Active Protective Orders	Not Available	7	15
Records			
		Current Month	**YTD Total**

Sex Offender Registrations	5	16
Open Records Requests	45	197

Property & Evidence		
	Current Month	YTD Total
Pieces of Property Received	143	638
Items Taken to Lab for Narcotics Testing	7	33
Items Taken to Lab for Blood Alcohol Content Testing	3	37
Crime Scene Call Outs (Richland Hills Police Department)	2	13
Crime Scene Call Outs (Haltom City Police Department)	0	5

*The previous year category is a comparison of the previous year month totals to the current year month totals

ANIMAL SERVICES

May 27, 2021 VaxShack – 38 Spay/Neuter & 50 Immunizations completed

Service Calls			
	Previous Year	Current Month	YTD Total
Total Dispatched Calls	60	49	216

IMPOUNDS			
	Previous Year	Current Month	YTD Total
DOGS	13	19	80
CATS	1	19	47
OTHER THAN DOGS/CATS	0	0	1
TOTAL	14	38	128

INCIDENTS BY TYPE			
	Previous Year	Current Month	YTD Total
ANIMALS AT LARGE	21	26	90
AGGRESSIVE ANIMAL	9	2	8
ANIMAL COMPLAINTS	30	17	111
INJURED ANIMALS	0	4	7
TOTAL	60	49	216

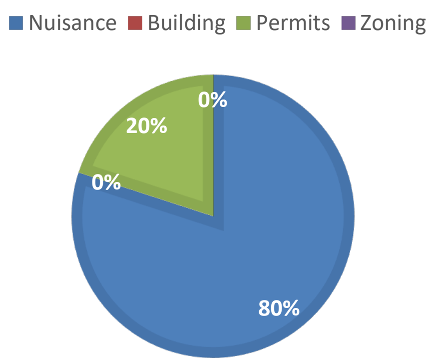
BITE REPORTS			
	Previous Year	Current Month	YTD Total
ANIMAL BITES	0	0	2
SHELTER QUARANTINE	2	0	2
HOME QUARANTINE	0	0	0
SUBMISSION TO AUSTIN	1	0	0
UNABLE TO LOCATE	0	0	0

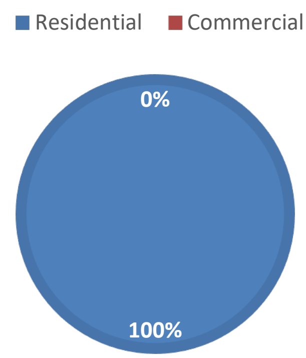
DISPOSITIONED ANIMALS			
	Previous Year	Current Month	YTD Total
DOGS ADOPTED	9	7	34
CATS ADOPTED	3	7	35
RETURNED TO OWNER/YARD	21	6	35
TRANSFERRED/RESCUED	5	1	9
EUTHANIZED/LOST/DIED IN CARE	3	0	4

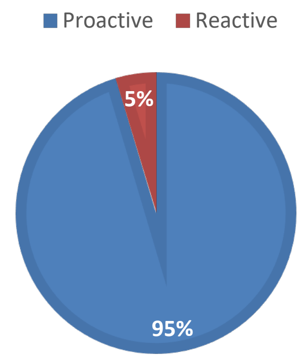
CITY LICENSE ISSUED			
	Previous Year	Current Month	YTD Total
ISSUED	17	2	18

CITATIONS/VIOLATIONS ISSUED			
	Previous Year	Current Month	YTD Total
ISSUED	3	0	8

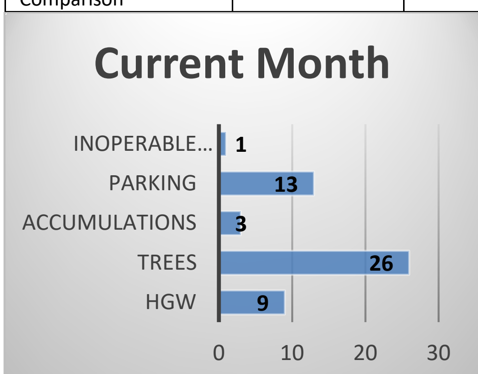
Code Enforcement – May 2021

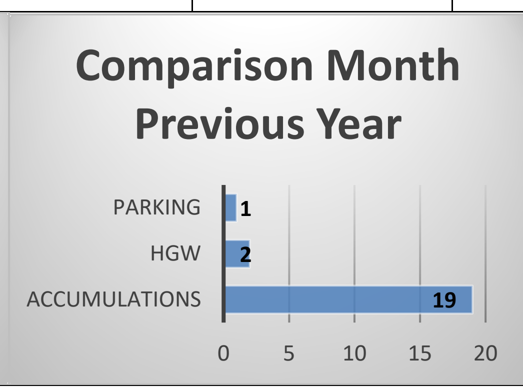






	Current Month Violations				
	Notices Issued	**Pending Compliance**	**Compliance Obtained**	**Citations Issued**	**Abatement by City**
Nuisance Violations	52	8	44	1	1
Building Violations	0	0	0	0	0
Zoning Issues	0	0	0	0	0
Permit Violations	13	1	12	2	0
Fiscal Year Totals	1092	368	724	19	1
Previous Fiscal Year Comparison	514	121	363	20	1





May 2021 Inspections

67 Inspections Conducted

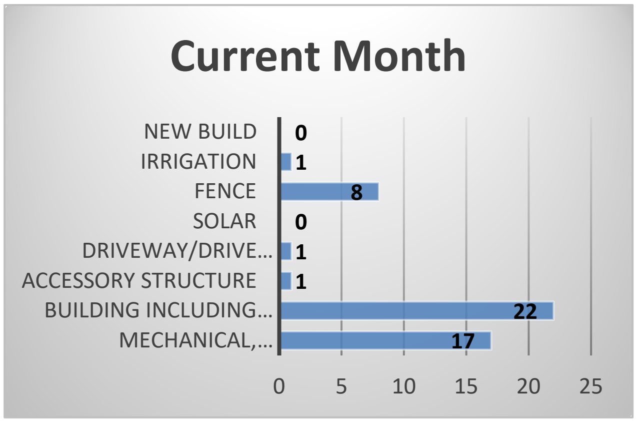
May 2021 Bulk

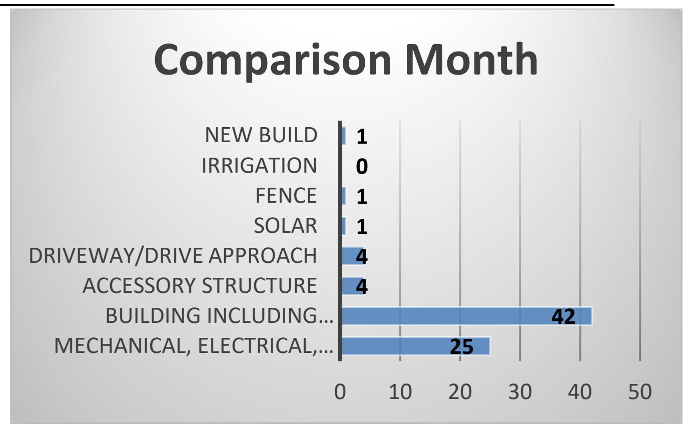
638 Residents Participated

	Signs			
	Current Month	Comparison Month Previous Year	Fiscal Year 2020	Previous Fiscal Year Comparison
Commercial Sign Violations	1	0	1	2
Bandit Sign Removal	3	4	33	75

	Building Summary			
	Current Month	Comparison Month Previous Year	Fiscal Year 2020	Previous Fiscal Year Comparison
Registered Vacant Building	1	0	14	24
Registered Rental CO's	4	5	44	34
Substandard Buildings	0	1	1	3

Community Development – May 2021





Permits								
	Mechanical Electrical Plumbing	Building Including Remodels	Accessory Structure	Driveway Drive Approach	Solar	Fence	Irrigation	New Build
Residential	11	19	1	1	0	7	1	0
Commercial	6	3	0	0	0	1	0	0
Fiscal Year 2020-2021	159	222	20	10	11	48	7	4
Comparison Fiscal Year 2019-2020	197	131	23	21	12	13	3	6

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2020-2021	Fiscal Year Comparison 2019-2020
Sign Permit	1	4	28	23
ROW Permit	6	7	31	42
Garage Sale Permit	18	5	96	95
Zoning, SUP, Code Consults	2	1	13	4
Pool Permits	0	0	5	2

	Building Summary			
	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2020-2021	Fiscal Year Comparison 2019-2020
Registered Rental CO’s	4	5	44	36
Commercial CO’s	10	6	45	37
Mobile Food Vendor	1	0	1	2

New Business Activity

- **Irrigators Supply – 7420 Whitehall St -Office/Warehouse**
- **Mid City Steam – 7410 Boulevard 26 #R – Office/Storage**
- **E & R Heaven Boutique – 6904 Baker Blvd – Retail**
- **Blueprint Millwork – 3204 Handley Ederville – Cabinet Shop**
- **Cream Sugar & Soul Jazz Café – 7272 Glenview Dr – Restaurant**
- **Prewitt Electrical Services – 7456 Dogwood Park – Contractor**
- **Law Office of John Salazar P.C. -7912 Glenview Dr. – Office/Professional**
- **7-11 – 2625 Handley Ederville – Retail/Convenience**
- **Eclipse Entertainment – 7336 Dogwood Park – Office/Warehouse**
- **Destination Experience Popup Rental – 7410 Boulevard 26 #M – Office/Retail**

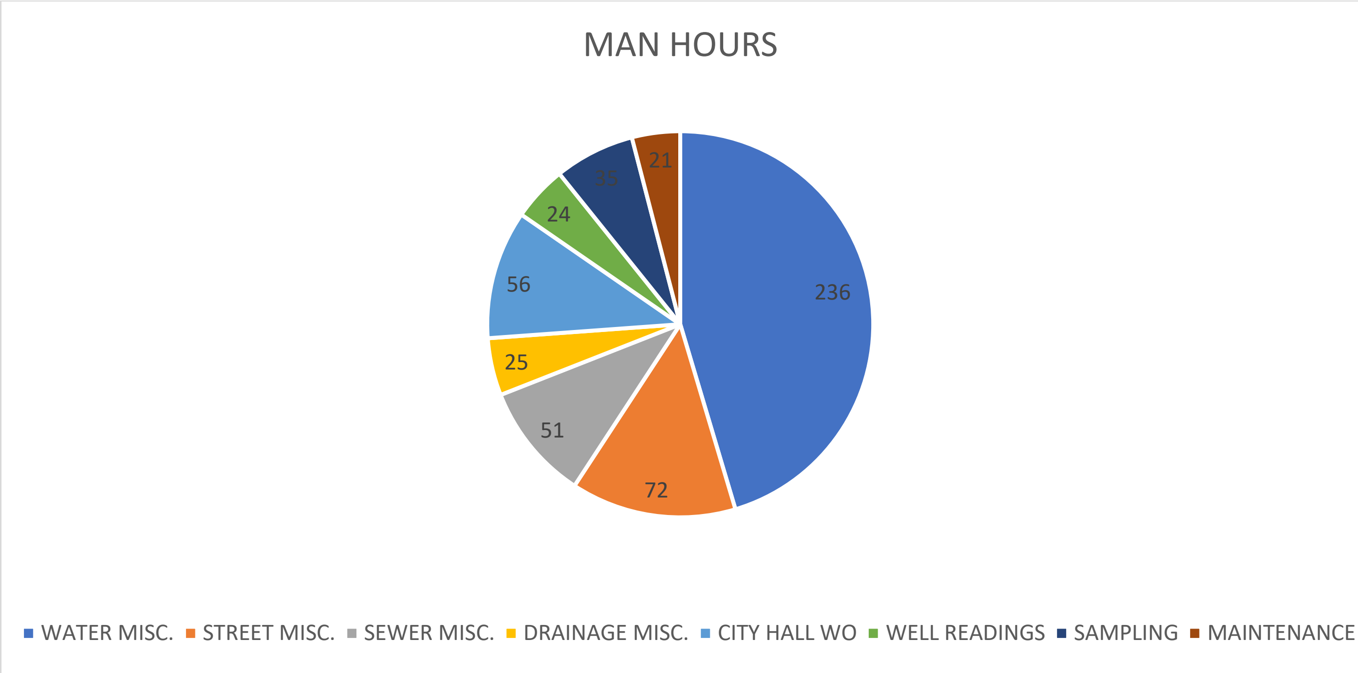
Public Works starts and ends their day by taking/logging their temperature as part of the COVID-19 monitoring program the City has set in place.

Public Works handled a wide range of tasks. Some coming from work orders initiated by residents or staff.

This time last year PW was still also working two major projects- Midway Rd & PW/ Code building Renovations

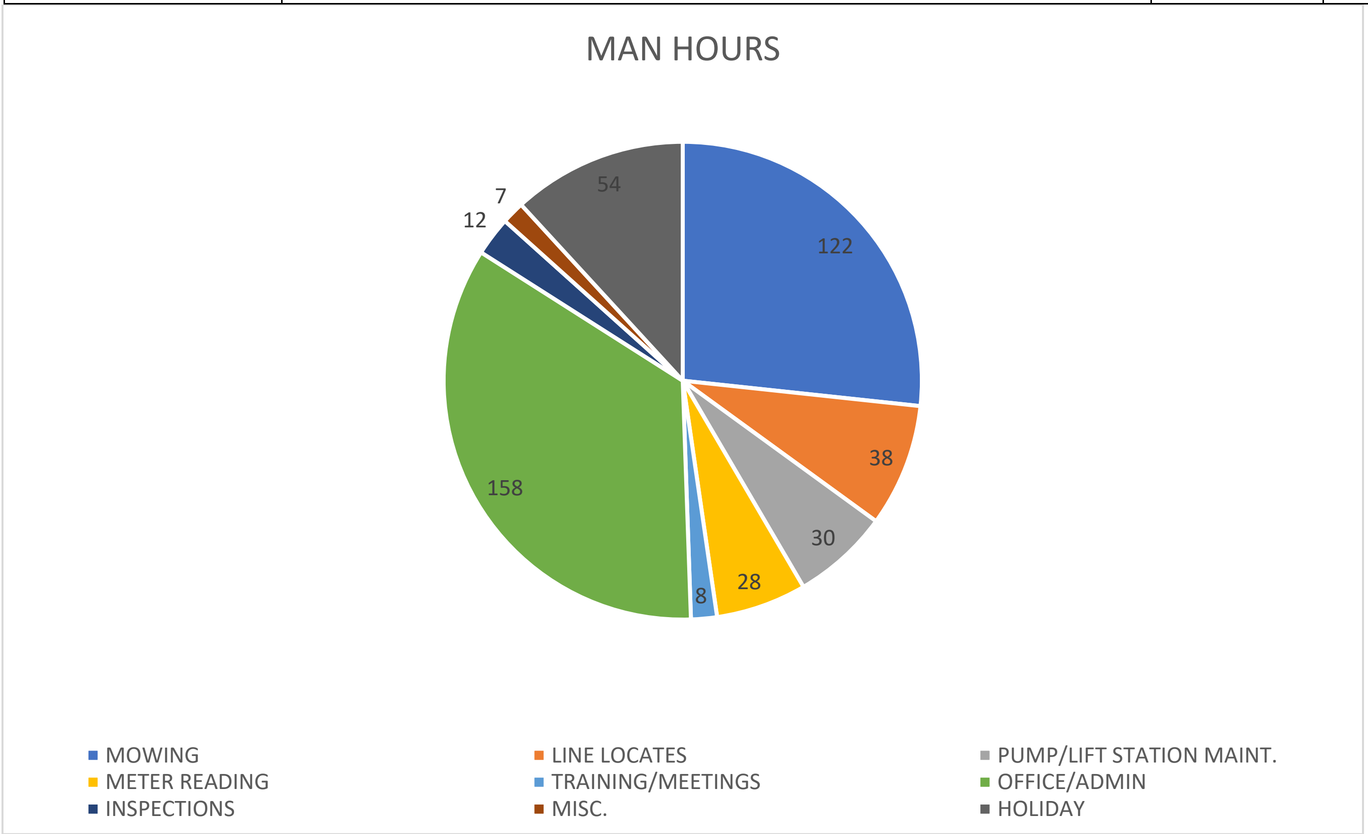
TASK		MAN HOURS	YTD
WATER MISC.	Water main break on Oak; dig ups for water jobs; back filled holes on water jobs; assisted contractors on water jobs; Checked for and repaired water meter leaks; SCADA; Replace broken meter box lids; Back filled meter boxes; Replace Curb stops; check chlorine tanks. Ran pumps @ levy; turned water on at the Link splash pad;	236	155
STREET MISC.	Cold Patched potholes around City; picked up/ set up street barricades for Jobs. Cut low hanging limbs around City; pulled code enforcement out of Kingsbury easement; Prepped crack sealer; crack seal popplewell from Blvd 26 to Booth; cleaned road gutter line where needed; patrolled city for issues. Set flags on Baker for Holiday.	72	60
SEWER MISC.	camera and jetted sewer line for sewer back up jobs. (sewer calls); manhole inspections, inspect sewer lines. Assisted Haltom City with sewer job. Sewer line repair on Scruggs & Mimosa.	51	12
DRAINAGE MISC.	cleaned drainage ditches, worked calls for drainage issue. Storm drain/Inlet inspections; Storm drain/ Inlet cleanup;	25	9

CITY HALL WORK ORDERS	Completed work orders created by City Hall, initiated by customers or staff. Starts and Finals; water cuts.	56	27
WATER SAMPLING/ TESTING	Public works-maintained entry point water sampling, DLQOR testing, Bac-T, and Nap Testing. Raw water testing	35	34
WELL READINGS	Well readings and sewer meter readings were done daily.	24	23
MAINTANANCE	Tool maintenance; vehicle maintenance; Mower Maintenance; fueling up; supplies trips; take equip. to be serviced; drop trash at stockpile.	21	24



TASK		MAN HOURS	YTD
MOWING	Mowed and weeded city owned properties.	122	243
LINE LOCATES	Located water and sewer lines for contractors/ emergency line locates	38	3
PUMP & LIFT STATION MAINT.	Cleaned levee pump house and lift station; inspect levee and lift station; Well maintenance; well yard inspection; Ran pumps at Levee pumphouse.	30	12
METER READING	Read meters for utility billing. (electronic and hand reads)	28	16
TRAINING & MEETINGS	Award banquet for PW	8	3

OFFICE/ADMIN	Office/Admin/Reports	158	160
INSPECTIONS	Concrete pour inspections; drive approach inspections; flat work inspections.	12	19
MISCELLANEOUS	Meetings with contactors; various jobs; delivered sandbags to FD.	7	9
HOLIDAY	City Holiday	54	54



Parks and Recreation Director's Report
May 2021

THE LINK

Budget Analysis

April was another good month for revenue. Slightly better than March (by $0.90), April shows a true rebounding trend of The Link's usage by the public in multiple avenues including childcare, rentals and memberships.

Project/Program Updates

- **Memberships: $5,244.92** May memberships offered a slight decrease in revenue, but still well over $500 higher per month than we began the year. The membership totals were a 2 (Sells and Renewals – Cancelations and Terminations). The Link currently has 326 active memberships. In May, The Link had 1,735 scans with 302 unique scanners. We completed the annual spring sale that began on April 15th with 43 total memberships sold. 31 of those were new customers to The Link.

  The May fitness challenge was the "Great Summer Slimdown" challenge. We had 13 people sign up for the challenge and logged their calories burned on the cardio equipment.

  - Medicare programs brought in **$1,253.50** in additional monthly fees from 109 active members.

- **Camp Connect and Link Learner's Academy (LLA): $7,990.31** Camp started after Memorial Day, right after the school year, and the Link Learner's Academy wrapped up programming. The summer camp program's registration skyrocketed to 48 (full capacity) for the first few weeks. Staff expects that future weeks will see the same enrollment.

- **Programs:** Performance Experience (PE) will be offering new classes this summer as they move their programs from Euless to The Link. Additionally, we are offering new classes in dance and belly dancing this summer. Also, karate grew to 16.

  - **Athletics:** The athletics at The Link includes free-play pickleball, volleyball, and basketball opportunities in the gymnasium. These options are open to members for free and the general public for a fee. All of the below programs increased in February and again in March.
    - 20 people in Pickleball Lessons
    - Pickleball players – 71
    - Volleyball players – 42

  - **Special Events:** No special events in May, but The Link will be hosting Pop's and Pickles in June and then the Independence Day celebration on July 3rd. Staff did secure Fire Cup coffee as the title sponsor for $1,000.

- **Community Programs:** The Link, while designed to generate revenue, tries to find a balance with community programs that anyone can join.
  - Lunch Bunch – 89 attended, with 18 staying for Beep, Beep Bingo
  - Tarrant Area Food Bank – in association with Center Point Church – 115 families were served

- **Senior Programs:** All other programs were canceled. However, Senior Trips will be planned for the summer. The seniors have been clamoring for trips to be scheduled, staff anticipates a nice response.

- **Trail Project:** The trail is about complete. Cole construction is working to remove some of the signage on Elm Park. The trail is still on schedule to be completed in mid-July.

- **ROWs and Medians**: Staff is still working with Yellowstone on the newly added properties, even more were added this past month. We are hoping for some consistency moving into the growing season.

- **Parks:** The Parks Supervisor position has been offered. We await an acceptance and filling this important position, especially during this season.

- **Landscaping:** Yellowstone has been contracted to mow all city property, except for pump and water storage areas. This change is short-term until the Public Works staff is at a full staffing. They have performed an irrigation system check to get all our zones working.

- **Marketing**: The most recent Connection will be mailed out in January. We are producing them in-house and changing information monthly. The mailed selection was the now typical 1 page. Staff produced a full 12-page Connection in house for pick up.
  - Webpage visits: 3,008
  - Google Business Searches: 15,590
  - Yelp Views: 38
  - Instagram Reach: 529
  - Facebook engagements: 744
  - Twitter Impressions: 1,121
  - YouTube Views: 0
  - Nextdoor: 4,656

- **Rentals: $11,295.80** The Link hosted 37 rentals this month. There is a lot of renewed interest in hosting different functions. Most weekends have at least one booking each day during the summer.

Valuable Information:

- Staff is planning a new Hispanic Heritage event for September 18, 2021. This would be the first year of this annual event.
- The Link will be hiring a total of 10-12 new part-time and seasonal employees.
- A local Eagle Scout is offering to build bat houses for his project.
- The Link was approached about hosting an area Karate tournament in the future.

Link Revenue	May 2019	May 2020	May 2021	Fiscal Year 20-21 YTD
Classes	$3,457.50	$0	$3,830.00	$7,206.75
Link Membership	$7,091.79	$3,200.75	$5244.92	$38,599.44
One Day Passes	$804.00	$13.00	$321.00	$2,239.00
Fitness Classes	$759.21	$398.57	$376.25	$3,052.54
Personal Training	$800.00	$0	$0	$2,325.00
Athletics	$173.50	$0	$1,857.47	$11,620.75
Camps	$3,059.47	$1,513.94	$340.11	$4,729.11
After School	$8,882.01	$31.78	$7,650.20	$49,427.10
Rentals	$8,795.34	$4,065.18	$11,295.80	$58,827.83
Medicare Membership	$1,115	192.50	1263.50	$8,272.00
Total	**$28,822.32**	**$8,477.46**	**$23,725.03**	**$162,391.52**

Finance

Fiscal Year 2020-2021, Period Ending 5/31/2021

Revenue and Expense Summary

	Approved Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
General Fund (001)					
Revenue					
Taxes	$ 6,164,363	$ 362,493	$ 4,847,411	$ 1,316,952	79%
Fines & Forfeitures	$ 465,150	$ 15,043	$ 194,388	$ 270,762	42%
Licenses & Permits	$ 148,130	$ 10,102	$ 123,874	$ 24,256	84%
Service Charges	$ 306,850	$ 20,151	$ 182,947	$ 123,903	60%
Miscellaneous	$ 57,000	$ 62,420	$ 86,732	$ (29,732)	152%
Total Revenues	$ 7,141,493	$ 470,209	$ 5,435,352	$ 1,706,141	76%
Expenditures					
Municipal Court	$ 260,667	$ 24,137	$ 163,961	$ 96,706	63%
Administration	$ 610,611	$ 32,821	$ 369,366	$ 241,245	60%
Police	$ 1,905,782	$ 225,125	$ 1,228,202	$ 677,580	64%
Fire	$ 1,850,255	$ 125,054	$ 1,166,029	$ 684,226	63%
Street	$ 224,470	$ 11,636	$ 94,787	$ 129,683	42%
Library	$ 386,248	$ 23,960	$ 217,052	$ 169,196	56%
Recreation	$ 198,410	$ 18,128	$ 127,757	$ 70,653	64%
Parks/Grounds	$ 256,546	$ 1,108	$ 23,904	$ 232,642	9%
Community Development	$ 353,968	$ 28,603	$ 213,479	$ 140,489	60%
Animal Control	$ 174,125	$ 12,662	$ 98,978	$ 75,147	57%
Legislative	$ 185,722	$ 19,418	$ 88,907	$ 96,815	48%
Shared Services	$ 684,924	$ 35,358	$ 358,777	$ 326,147	52%
Transfers out-Capital	$ 379,690	$ -	$ 142,270	$ 237,420	37%
Total Expenditures	$ 7,471,418	$ 558,010	$ 4,293,469	$ 3,177,949	57%
Total Fund	$ (329,925)	$ (87,801)	$ 1,141,883	$ (1,471,808)	
Revenue Fund (002)					
Revenue					
Water	$ 2,180,826	$ 187,897	$ 1,595,011	$ 585,815	73%
Sewer	$ 1,800,000	$ 149,666	$ 1,198,955	$ 601,045	67%
Miscellaneous	$ 60,000	$ 27,685	$ 28,688	$ 31,312	48%
Total Revenues	$ 4,040,826	$ 365,248	$ 2,822,654	$ 1,218,172	70%
Expenses					
Shared Services	$ 330,011	$ 16,104	$ 199,462	$ 130,549	60%
Administration	$ 512,787	$ 27,386	$ 233,326	$ 279,461	46%
Transfers/Debt Service	$ 472,937	$ -	$ 50,969	$ 421,968	11%
Water Service	$ 1,246,857	$ 120,015	$ 685,243	$ 561,614	55%
Wastewater Service	$ 1,415,868	$ 224,108	$ 775,736	$ 640,132	55%
Total Expenses	$ 3,978,460	$ 387,613	$ 1,944,736	$ 2,033,724	49%
Total Fund	$ 62,366	$ (22,365)	$ 877,918	$ (815,552)	
Link Operating Fund (098)					
Revenue					
Recreation	$ 240,600	$ 32,510	$ 190,039	$ 50,561	79%
Transfer in General Fund	$ 237,420	$ -	$ -	$ 237,420	0%
Total Revenue	$ 478,020	$ 32,510	$ 190,039	$ 287,981	40%
Expenditures					
Recreation	$ 482,204	$ 39,050	$ 333,439	$ 148,765	69%
Total Fund	$ (4,184)	$ (6,540)	$ (143,400)	$ (98,204)	