

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
OCTOBER 25, 2021
CITY HALL, 3200 DIANA DRIVE**

The Regular Session is 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.

A quorum of the City Council will be present at City Hall. However, some members of the Council may be unable to attend and will be participating by video conference. Like all City Council meetings, the Regular Session will be broadcast live over the City of Richland Hills website for those who wish to watch from home.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Business Spotlight: OakSpy Signs and Graphics
- B. Employee Service Awards
- C. Fire Department Badge Pinning
- 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.

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 September 27, 2021 City Council Regular Meeting
- B. Approve renewal of the Interlocal Agreement for the Northeast Tarrant Teen Court (NETTC) between the cities of North Richland Hills, Haltom City, Watauga and Richland Hills
- C. Approve emergency water main replacement in the 3400 Block of Norton Drive

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-Rchlnlnd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Ordinance 1440-21 amending Chapter 6 "Animals" in the Code of Ordinances, City of Richland Hills, Texas

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

- A. Consider Texas Municipal Lease-Purchase Agreement for a new ambulance and designate City Manager as an authorized signer of the Agreement
- B. Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

- C. Consider renewal of the Interlocal Agreement for Joint Crime Victim Assistance Program for the cities of North Richland Hills, Haltom City, Richland Hills and Watauga

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. Street Improvement Projects Update
- B. Quarterly Investment Report
- C. Tricky Treat Trail & Haunted Stacks Update
- D. September 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 21st day of October 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: Logan Thatcher, Assistant to the City Manager

Date: October 25, 2021

Subject: Business Spotlight: OakSpy Signs and Graphics

Agenda Item:

Business Spotlight: OakSpy Signs and Graphics

Background Information:

Jodi Oakley and Tiffany Gillaspy, with OakSpy Signs and Graphics, will be in attendance to introduce their business.

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: October 25, 2021

Subject: Employee Service Award

Agenda Item:

Presentation of a 5-year Service Award to Chantele Hancock, Library Director

Background Information:

Chantele Hancock was named the Director of the Richland Hills Public Library in 2016. She is passionate about the positive impact libraries have on individuals, families, and communities.

Prior to joining the City of Richland Hills Chantele served as the programming and outreach librarian at the Hurst Public Library.

In addition to her work as the Richland Hills Library Director Chantele has been very involved at the state level with various leadership positions within the Texas Library Association and currently serves as Co-chair of the Local Arrangements Committee, supervising a committee of 25 people planning the annual conference for approximately 5000 librarians.

A 14-year resident of the City of Richland Hills, Chantele is honored by the opportunity to serve the community where she lives.

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: Cathy Bourg, City Secretary

Date: October 25, 2021

Subject: Employee Service Awards

Agenda Item:

Presentation of a 5-year Service Award to Jason Brown, Director of Parks and Recreation

Background Information:

Jason has worked in municipal parks and recreation since 1993. After 5 summers as a camp counselor and teaching High School for 2 years, he has worked 19 years for Lancaster, Keller, Flower Mound, and Irving before arriving in Richland Hills.

Jason has two children, Graham who is a junior at Texas A&M (Whoop) and Cydnie (Sidney) a Freshman at Auburn.

Jason has loved working in our small community, growing as a professional and having the opportunity to have a positive impact on the community.

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: C. Russell Shelley, Fire Chief

Date: October 25, 2021

Subject: Oath of Office & Badge Pinning

Agenda Item:

Fire Department Badge Pinning

Background Information:

Marshal Shelby Brock began his fire service career as a Volunteer Firefighter in 2006 for the Sansom Park Fire Department. He worked full time in Sansom Park and Corsicana prior to Richland Hills. He started his career in Richland Hills on January 19, 2015 as a Firefighter/Paramedic. He promoted to Engineer in May 2016 and was promoted to Captain in May 2018. Shelby also served as the Department Training Coordinator from 2019 to 2021. He is excited to begin his new role as our Fire Marshal and Emergency Management Coordinator.

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: Cathy Bourg, City Secretary

Date: October 25, 2021

Subject: Minutes from the September 27, 2021 Regular City Council Meeting

Agenda Item:

Approval of minutes from the September 27, 2021 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

September 27, 2021 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the September 27, 2021 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
SEPTEMBER 27, 2021
DRAFT MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor

Stacey L. Morse, Place 2

Curtis A Bergthold, Mayor Pro Tem

Javier Alvarez, Place 4

G.W. Estep, Place 5

Council present via Zoom

Douglas Knowlton, Place 1

Staff present

Candice Edmondson, City Manager

Cathy Bourg, City Secretary

Fritz Quast, City Attorney

CITY COUNCIL WORK SESSION – 6:00 PM

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to move up work session item #2.

Motion carried by a vote of 5-0.

2. Richland Hills Branding Update

Branding Committee Member John Skier presented an update on the City of Richland Hills Branding Project.

The purpose of the Branding Project is to help define and center in on what makes the city Richland Hills. A website has been designed to provide information about the branding process. Everyone in the community will be encouraged to sign up to learn more about branding Richland Hills. This website will not only be informative but include engagement and participation for citizens. Citizens can go to www.wearerichlandhills.com and signup by email. The We Are Richland Hills branding project website seeks to tell the story of our community by developing a brand platform and tools to help share what we are all about.

The next step in the process is to finalize the different types of focus groups for CivicBrand to start doing their research.

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.**

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to convene into Executive Session. Time: 6:05 p.m.

Motion carried by a vote of 5-0.

Mayor Lopez reconvened into open session. Time: 6:50 p.m. No action taken following Executive Session.

2. **Richland Hills Branding Update**

Moved up in the agenda.

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.**

None

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:02 p.m.

Invocation – Mayor Lopez

PRESENTATIONS

1A. New Business Spotlight: Secured Moving Company

Arthur Tignor presented information regarding his new business, Secured Moving Company.

1B. National Fire Prevention Week Proclamation

Mayor Lopez presented the National Fire Prevention Week Proclamation to Richland Hills Fire Department.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Morse to move item #7A to presentations.

Motion carried by a vote of 5-0.

7A. Fire Station Project Update

Russel Shelley, Fire Chief presented a construction update on the Fire Station Project.

Recent Progress

- Phase 1 punch list is complete
- Underground utility completion – 9/15
- 1st Concrete installation on – 9/14

This Week

- Pouring patio, corner of parking, and more back approach on Wednesday
- Security fencing begins on Wednesday
- Landscaping is ongoing

Next Steps (October)

- Complete security fencing and gates
- Landscaping
- Patio cover

Project Budget

- The pay application for August totaled: \$165,562
- To date, we have paid out: \$4,497,112
- Total payout is 82.6% of the Guaranteed Maximum Price of \$5,445,843
- Remaining GMP balance is: \$948,731

1C. 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.

David White, 7008 Hovenkamp spoke regarding his complaint about tree limbs hanging down in the street and he requested a report from Council about the 100-year flood line.

Travis Malone, 2641 Mimosa spoke requesting that all American Rescue Plan funding be spent on water infrastructure needs, removing traffic signs at the old elementary school and requested that no action be taken regarding boards and commissions item.

Stacy Reddy, 7012 Hardisty St. and Jenny Clark 6973 Hardisty spoke regarding a Texas Night Out combined block party at 6900-7000 Hardisty on Tuesday, October 5th.

John Skier, 7016 Park Place Dr. spoke regarding proposed condos on Ash and Baker Blvd. He is in favor of developing the property but would like to see retail included.

CONSENT AGENDA

2A. Approve minutes from the September 13, 2021 City Council Regular Meeting

2B. Approve Master Interlocal Cooperative Purchasing Agreement between the City of Richland Hills and the City of Grand Prairie

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 Ordinance 1437-21 approving and adopting the Fiscal Year 2022 Tax Rate PUBLIC HEARING

Patricia Albrecht, Director of Finance and Administration Services presented Ordinance 1437-21 approving and adopting the Fiscal Year 2022 Tax Rate.

During the August 9, 2021 Council work session, the City Manager presented the proposed FY 2022 General Fund Budget with a proposed ad valorem tax rate of \$0.558551 per hundred dollars of valuation. Additionally, Council approved the FY 2022 /Tax Year 2021 Certified Tax Roll and reviewed the 2021 Tax Rate Calculation Worksheet. Per the attached 2021 Tax Rate Calculation Worksheet, the calculated No-New-Revenue Rate (formerly known as the Effective Tax Rate) is \$0.538885/\$100.

As the proposed tax rate is \$0.558551 and greater than the No-New-Revenue Rate of \$0.538885, a public hearing is required prior to adoption for the public to provide input on the proposed tax rate. A public hearing was held on September 13, 2021 and another public hearing is being held tonight with adoption of the proposed tax rate immediately following.

The proposed FY 2022 ad valorem tax rate is the same tax rate as the current FY 2021 and previous FY 2020 ad valorem tax rate. The FY 2022 allocation of the tax rate is \$0.413294 for Operations and Maintenance that funds General Fund operations and \$0.145257 for Interest and Sinking that funds debt service payments for a total ad valorem tax rate of \$0.558551.

Mayor Lopez opened the Public Hearing: Time: 7:36 p.m.

None

Mayor Lopez closed the Public Hearing: Time: 7:37 p.m.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Morse to approve Ordinance 1437-21 approving and adopting the Fiscal Year 2022 Tax Rate.

Motion carried by a vote of 5-0.

Following item 3B, the City Attorney Fritz Quast made a request to revisit item 3A and include specific statutory language in adopting the Tax Rate.

Motion: Motion was made by Councilmember Bergthold to approve Ordinance 1437-21 approving and adopting the Fiscal Year 2022 Tax Rate including the language "I move that the property tax rate be increased by the adoption of a tax rate of \$0.558551 which is effectively a 3.52% increase in the tax rate" and the motion was seconded by Councilmember Alvarez.

Motion carried by a vote of 5-0.

3B. Consider Ordinance 1438-21 approving and adopting the Fiscal Year 2022 Annual Budget and Multi-Year Capital Improvement Program PUBLIC HEARING

Candice Edmondson, City Manager presented Ordinance 1438-21 approving and adopting the Fiscal Year 2022 Annual Budget and Multi-Year Capital Improvement Program.

The proposed FY 2022 Annual Budget includes proposed revenues of \$19,822,561 and total expenditures of \$20,156,717 which is a 4% increase over the FY 2021 Adopted Budget expenditures. The budget is based off a recommended tax rate of \$0.558551 which is the same tax rate as the previous two years.

Mayor Lopez opened the Public Hearing: Time: 7:40 p.m.

John Skier, 7016 Park Place Dr. spoke regarding his concerns with making revenue projections to cover expenditures.

Mayor Lopez closed the Public Hearing: Time: 7:44 p.m.

City Manager Edmondson addressed Mr. Skier's concerns regarding athletics and personal training revenue and expenditures at The Link.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Estep to approve Ordinance 1438-21 approving and adopting the Fiscal Year 2022 Annual Budget and Multi-Year Capital Improvement Program.

Motion carried by a vote of 5-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. None

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. None

OTHER ITEMS FOR CONSIDERATION

6A. Ratify vote approving the FY 2022 Tax Rate

Candice Edmondson presented information regarding a vote to ratify the FY 2022 Tax Rate. Per state law, the City Council is required to ratify the vote that was made on the FY 2022 Tax Rate. Even though Council has already voted on the tax rate once during this meeting and adopted an ordinance approving a tax rate, you must now vote to ratify that decision.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to ratify the vote approving the FY 2022 Tax Rate.

Motion carried by a vote of 5-0.

6B. Consider appointments to Boards and Commissions

Mayor Lopez presented appointments to Boards and Commissions.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold to reappoint Dr. William Anderson to Place 1, Animal Shelter Advisory Board.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Bergthold to reappoint Kay Fisk to Place 3, Animal Shelter Advisory Board.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Bergthold to reappoint Kris Freudiger to Place 5, Animal Shelter Advisory Board.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Alvarez to appoint Stacy Reddy to Alternate 1, Animal Shelter Advisory Board.

Motion failed by a vote of 2-3. Councilmember Knowlton, Councilmember Bergthold and Councilmember Estep against.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold to appoint Kenneth Keating to Place 1, Planning and Zoning Commission.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to reappoint Jackson Durham to Place 3, Planning and Zoning Commission.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Knowlton to reappoint Kelle Jones to Place 5, Planning and Zoning Commission.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold to appoint Mary Sullivan to Alternate 1, Planning and Zoning Commission.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to appoint Theresa Bledsoe to Alternate 2, Planning and Zoning Commission.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Knowlton to reappoint Kay Fisk to Chair, Animal Shelter Advisory Board.

Motion carried by a vote of 5-0.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to reappoint Kris Freudiger to Vice Chair, Animal Shelter Advisory Board.

Motion carried by a vote of 5-0.

6C. Consider cancellation of October 11th, November 22nd and December 27th City Council meetings

Candice Edmondson, City Manager presented information regarding the possible cancellation of October 11th, November 22nd and December 27th City Council meetings. The majority of the City Council will be attending the Texas Municipal League Conference October 5th – October 8th; therefore, staff recommends canceling the October 11th City Council meeting. In addition, the November 22nd and December 27th Council meetings fall during the Thanksgiving and Christmas holiday weeks.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to cancel the October 11th, November 22nd and December 27th City Council meetings.

Motion carried by a vote of 5-0.

REPORTS & DISCUSSIONS

7A. Fire Station Project Update

Moved up in the agenda to presentations following 1B.

7B. Street Improvement Projects Update

Scott Mitchell, Director of Neighborhood Services presented a Street Improvement Project Update.

FY 20-21 Street Projects

- Vance Road – Open to traffic. Awaiting striping, final clean-up by contractor
- Dreeben Drive – Complete
- Chaffin Drive – Paving will begin in conjunction with Rosebud
- Rosebud Lane – Underground utility construction progressing

7C. Discuss proposed revisions to Chapter 70, Article IV. – Parks and Recreation Areas of the City Code of Ordinances

Jason Brown, Director of Parks and Recreation presented proposed revisions to Chapter 70, Article IV. – Parks and Recreation Areas of the City Code of Ordinances. There is a need to update the Code of Ordinances to reflect the new park amenities and include operational hours. Staff's goals for the updates are to mitigate risk, increase safety, and increase amenity longevity. Jason highlighted some of the proposed revisions which included operational hours, athletic gatherings, no swimming or wading in natural water ways, environmental disturbances and activities needing a permit.

7D. August Department Reports

Candice Edmondson, City Manager highlighted the following August Department Reports:

- Library – Completed migration to Koha, the new library circulation management software.
- Fire Department – Smoke alarms continue to be available to those who need them with no cost and Fire Department personnel will install them. Vial of Life emergency medical information pouches and medication disposal pouches are available at the Fire Station.
- Police Department – Chief Sylvester and Sergeant Gaytan received recognition awards from MADD – Mothers Against Drunk Driving for program initiative and most arrest for DWI. Officers Christopher Driver and Cody Sexton sworn in and

began Field Training along with Reserve Officer Jim Sears who will assist in Criminal Investigations.

- Code Enforcement – 607 residents participated in August Bulk Waste Collection and 79% of violations for August were nuisance violations.
- Community Development – Received the following Certificates of Occupancy:
 - Oakspy Signs and Graphics – 7335 Airport Freeway
 - Secured Moving Company – 7356 Dogwood Park
 - Embodii Crystals – 7410 Blvd 26 Suite D
 - Primerica – 7083 Baker Blvd
 - Top Tech Electric – 7415 Whitehall St. Suite 119
- The Link – As of the end of August, The Link has surpassed its expected revenue by more than \$105,000. There are currently 331 active memberships.

COMMUNITY INTEREST ITEMS

- Texas Night Out - Tuesday, October 5th; 6:00 PM – 8:00 PM; The Link Plaza
- Senior Lunch Bunch – Indoor Seating & To Go Orders - Thursday, October 14th; 12 noon – 1 PM; The Link
- Tarrant County Food Pantry - Thursday, October 14th; 5:30 PM – 7PM; The Link Parking Lot
- Fire & Police Stations Grand Opening – Saturday, October 16th; 10:00 AM – 1:00 PM
- Richland Hills Literary Adult Book Club – Tuesday, October 12th; 6:30 PM; Library – Our next book is *Our Time Together* by Carol Burnett
- Evening Storytime – 1st and 3rd Thursday; 6:30 PM – 7:00 PM; The Plaza Pavilion
- Library Lab – 2nd and 4th Thursday; 6:30 PM – 7:30 PM; The Plaza Pavilion
- Drive in Movie – Friday, October 15th; starting at 7:30 PM

8. **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

9. **A motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold 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 8:15 p.m.

ATTEST

APPROVED

Cathy Bourg, City Secretary

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: October 25, 2021

Subject: Northeast Tarrant Teen Court (NETTC) Interlocal Agreement

Agenda Item:

Approve renewal of the Interlocal Agreement for the Northeast Tarrant Teen Court (NETTC) between the cities of North Richland Hills, Haltom City, Watauga and Richland Hills

Background Information:

Richland Hills is in its 8th year with the Northeast Tarrant Teen Court (NETTC) and staff has been very pleased with the results. Listed below is a breakdown of cases referred to NETTC for FY 2021.

- 20 cases referred to NETTC
- 11 successfully completed the program
- 5 did not complete the program and were returned to the Judge
- 4 are still pending

The terms of the renewal are for one (1) year beginning October 1, 2021 and ending September 30, 2022 with the option to renew for one (1) additional year.

Financial Considerations:

Renewal of the Interlocal Agreement will cost the City of Richland Hills \$3,532 for services provided during FY 2022. Funding is available in the FY 2022 General Fund Budget.

Legal Review:

The City Attorney has previously reviewed the Interlocal Agreement

Board/Citizen Input:

N/A

Attachments:

Interlocal Agreement for the Northeast Tarrant Teen Court

Council Action Requested:

Motion to approve renewal of the Interlocal Agreement for the Northeast Tarrant Teen Court (NETTC) between the cities of North Richland Hills, Haltom City, Watauga and Richland Hills

STATE OF TEXAS §

§ **INTERLOCAL AGREEMENT**

COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the 1st day of October, 2021, by and between the Cities of North Richland Hills, Haltom City, Watauga and Richland Hills, Texas, municipal corporations, (hereafter referred to as "Cities" or "each participating City") the parties acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, for the purpose of establishing the terms under which a Teen Court program will be established and funded.

WHEREAS, the City of North Richland Hills has a Teen Court program established and operating and the Cities of Haltom City, Watauga and Richland Hills desire to make this program available to the residents of their respective cities; and,

WHEREAS, the Cities find that the terms and conditions set out herein for providing for the operation of a Teen Court for the parties hereto is equitable and will provide benefits to each; **NOW THEREFORE**,

W I T N E S S E T H:

For and in consideration of the mutual promises and covenants herein made, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Cities of North Richland Hills, Haltom City, Watauga and Richland Hills, Texas do hereby contract and agree as follows:

SECTION 1. The Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them to assume responsibility for their own actions by involvement in the judicial process and community service in order that their offenses will not be recorded; bringing juvenile offenders before a jury of their peers and to the community for constructive punishment which will provide the youths with an understanding of the judicial system and a realization of their roles (responsibilities) in the community.

SECTION 2. The City of North Richland Hills shall provide a court facility available for holding teen court on Monday nights and provide a Judge and Bailiff for all weekly sessions, employ a Teen Court Clerk to assist in administering and coordinating the activities of the Teen Court program and provide office space for the clerk. The Teen Court Clerk will work under the supervision of the North Richland Hills Juvenile Case Manager, who shall be responsible for data tracking for statistical reporting purposes.

SECTION 3. Haltom City, Watauga and Richland Hills agree to provide a Teen Court Board Member and Teen Court Judge to add in the rotation of scheduling with North Richland Hills Board Members and Teen Court Judges.

- SECTION 4.** The Cities agree that the Teen Court Clerk, Juvenile Case Manager, and Bailiff provided under the Teen Court program are employees of the City of North Richland Hills and the cities of Haltom City, Watauga and Richland Hills shall have no obligation to such employees for salaries or benefits. Haltom City, Watauga and Richland Hills shall reimburse North Richland Hills the amounts set forth herein in this section to offset the costs incurred by North Richland Hills for the operation of the Teen Court program. Such costs shall be in the collective amount of \$20,653.00 for the year beginning October 1, 2021. Haltom City agrees to pay 37%, (\$7,665.00), Watauga agrees to pay 46% (\$9,456.00) and Richland Hills agrees to pay 17% (\$3,532.00). Each party shall make respective payments from current revenues available to the paying party.
- SECTION 5.** North Richland Hills has an existing Teen court Advisory Board in its jurisdiction appointed to such board by the City Council. Haltom City, Watauga and Richland Hills shall have the right to appoint one additional member to such advisory board.
- SECTION 6.** This Agreement shall be for the initial period beginning October 1, 2021 and ending September 30, 2022 upon execution of hereof by all parties hereto, with the option to renew for one additional year.
- SECTION 7.** Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other parties. Should either of the other three parties terminate their participation, North Richland Hills may terminate this agreement or renegotiate with the remaining party or parties.
- SECTION 8.** This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2021, at Tarrant County, Texas.

CITY OF NORTH RICHLAND HILLS

BY: _____
Mark Hindman, City Manager

Attest:

Alicia Richardson, City Secretary/Chief Governance Officer

(City Seal)

Approved as to Form and Legality:

Maleshia McGinnis, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2021, at Tarrant County, Texas.

CITY OF HALTOM CITY, TEXAS

BY: _____
Rex Phelps, City Manager

ATTEST:

Art Camacho, City Secretary

(City Seal)

Approved as to Form and Legality:

Attorney from Toase Law Firm, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2021, at Tarrant County, Texas.

CITY OF WATAUGA, TEXAS

BY: _____
City Manager

ATTEST:

City Secretary

(City Seal)

Approved as to Form and Legality:

| _____
Caroline Kelley - City Attorney

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2021, at Tarrant County, Texas.

CITY OF RICHLAND HILLS, TEXAS

BY: _____
Candice Edmondson, City Manager

ATTEST:

Cathy Bourg, City Secretary

(City Seal)

Approved as to Form and Legality:

Betsy Elam, City Attorney

Memorandum

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

From: Scott Mitchell, Director of Neighborhood Services

Date: October 25, 2021

Subject: Emergency Water Main Replacement – 3400 Block of Norton Drive

Agenda Item:

Approve emergency water main replacement in the 3400 Block of Norton Drive.

Background Information:

The construction at Richland Middle School involves lowering the grade of the athletic fields on the west side of the campus and requires excavation and installation of a substantial concrete retaining wall. During this construction, the integrity of the six-inch old cast metal water main that is on the east side of Norton Drive was damaged. The contractors exposed the water main causing the line to visibly shift. Due to the frail nature of the main, along with an extensive history of previous breaks and inoperable valves, an emergency valve repair and main replacement was undertaken to prevent a failure and loss of service to customers.

The project involved the replacement of one valve, temporary water service installation for residents along the 3400 Block of Norton Drive, and replacement of 735 feet of six-inch cast metal line with eight-inch poly pipe. Due to the existing service connections being placed immediately below the paving, the service lines to each residence were also replaced and lowered several feet. Temporary service was completed October 5, 2021. Installation of the permanent main is in progress with completion projected for October 27, 2021.

Emergency repairs were performed by Excel 4, LLC as they were the only contractor contacted that could respond immediately and had the correct pipe and valves in stock.

City staff is in communication with Birdville ISD regarding the negligent actions of the contractor. The contractor failed to maintain the three-foot buffer from the water main as specified in the plans and as required by both field inspectors and the City Engineer.

Financial Considerations:

The cost of the emergency repairs was \$83,075. Funding is available in the FY 2022 Utility Fund Budget.

Legal Review:

N/A

Board/Citizen Input:

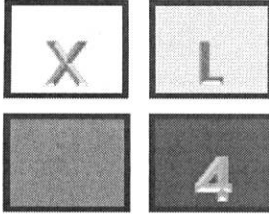
N/A

Attachments:

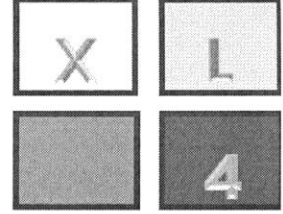
Quote from Excel 4, LLC

Council Action Requested:

Motion to approve emergency water main replacement in the 3400 Block of Norton Drive by Excel 4, LLC in the amount of \$83,075



Excel 4 Construction LLC
PO Box 4739 * Fort Worth, TX * 76164
(817)457-3399 / (817)457-3379 fax



PROPOSAL FOR
8" Water Line Repair at Richland Middle School
Richland Hills, Texas
10/1/2021

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	LF	735.00	8" C900 Water Line by Open Cut	\$ 85.00	\$ 62,475.00
2	EA	2.00	Connect to existing 6" water main	\$ 4,700.00	\$ 9,400.00
3	EA	7.00	Water Service	\$ 700.00	\$ 4,900.00
4	LF	1.00	Fire Hydrant Assembly w/ gate valve & tee	\$ 6,300.00	\$ 6,300.00
					\$83,075.00

Excludes bonds any and all fees and permits, pavement repair, sidewalk repair, curb & gutter repair, SW3P, erosion control, grass sod/seeding, construction survey/staking, concrete/density testing.

Submitted By:
Excel 4 Construction, LLC

Luis Conchas / President

Name/Title

Sign

Date

Accepted By:
City of Richland Hills

Candice Elm and for City Manager

Name / Title

Candice Elm and for 10-4-2021

Sign Date

Memorandum

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

From: Logan Thatcher, Assistant to the City Manager

Date: October 25, 2021

Subject: PUD 2021-0639 Baker Landing Development

Agenda Item:

Consider Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-RchInd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances **PUBLIC HEARING**

Background Information:

The Skorburg Company has submitted an application for a zoning change on the property known as 7100 Baker Boulevard and 3209 Ash Park Drive from Mixed Use to Planned Development with a base zoning district of MF-2 Multiple Family Residential Medium Density. The developer is proposing to build an 80-unit multi-family townhome community on the site. The proposed name of the development is Baker Landing.

The Skorburg Company has submitted the required Development Standards narrative and Concept Plan for the development. The Development Standards provides information on how the development will compare to the City's current regulations for MF-2 Multiple Family Residential Medium Density districts. Of note, the development proposes reducing lot dimensions and setbacks (as shown in the table below) and includes units with garages facing onto Ash Park Drive which is not permitted by City Ordinance.

The City's Development Review Committee has reviewed the Baker Landing proposal on several occasions. Besides variances in the lot dimensions and setbacks and the request to have units with garages along Ash Park Drive, the proposed development, as presented, meets City codes and regulations.

Standard	MF-2 Current Requirement	Planned Development Standard
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard – Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	20 feet*
Building Width (minimum)	Not Specified	75 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	6,000 feet
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	11.4 units per acre

*Lots shall be platted as individual single-family lots.

Below is information from the City's 2014 Comprehensive Plan which may provide some guidance as City Council considers this request:

Since the proposed project is a Planned Unit Development, and not a development by right, the Comprehensive Plan becomes an important part of evaluating whether this proposal fits with the City's long-term vision. Development proposals that are inconsistent with the Future Land Use Plan (or that do not meet its general intent) should be reviewed and evaluated based on the following questions:

- *Will the proposed change enhance the site and the surrounding area?*
- *Is the necessary infrastructure already in place?*
- *Is the proposed change a better use than that recommended by the Future Land Use Plan?*
- *Will the proposed use impact adjacent residential areas in a negative manner? Or, will the proposed use be compatible with, and/or enhance, adjacent residential areas?*
- *Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?*
- *Does the proposed use present a significant benefit to the public health, safety and welfare of the community? Would it contribute to the City's long-term economic wellbeing?*

It is important to recognize that proposals contrary to the 2014 Comprehensive Plan could be an improvement over the uses shown on the map for a particular area. This may be due to changing markets, the quality of proposed developments and/or economic trends that occur at some point in the future after the plan is adopted. If such changes occur, and especially if there is a significant benefit to the City, then these proposals should be approved, and the Future Land Use Map should be amended accordingly.

Financial Considerations:

The Developer has requested City participation for the project in the amount of \$400,000. The Developer is seeking \$275,000 in reimbursements for public sewer and water improvements and \$125,000 in reimbursements for permit fees. The proposed request will be considered by the Tax Increment Reinvestment Zone (TIRZ) Board and City Council on October 25, 2021.

Legal Review:

The City Attorney has reviewed the planned development ordinance.

Board/Citizen Input:

The Planning and Zoning Commission considered the zoning change request at a public hearing on September 28, 2021 and recommended approval 3-0.

Attachments:

Baker Landing Application
Baker Landing Development Standards
Baker Landing Concept Plan
Baker Landing Landscape Plan
Baker Landing Concept Photo
Property Photo
Multiple-Family Development Regulations
Ordinance 1439-21

Council Action Requested:

Motion to *(approve/deny/modify)* Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-RchInd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development

No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances



City of Richland Hills Zoning Application

Application Type

- ☐ Specific Use Permit
- ☒ Planned Development
- ☐ Zoning Text Amendment
- ☐ Zoning Map Amendment

Applicant Information

Applicant's Name: Adam Shiffer

Business Name: Skorburg Company

Phone: (214) 888-8845 Email: Ashiffer@skorburgcompany.com

Property Information

Property Address 7100 Baker Blvd Square Feet 7.044 Acres

Building Owner Lynn Llewellyn Farley and John Carter Llewellyn Deed Date 4/30/2021

Company Llewellyn Realty Phone (817) 737-3103

Owner Address 3535 W. 7th St, Fort Worth TX, 76107

Owner's Phone # (817) 737-3103 Owner's Email JCL@LRET.com

Previous Occupant Llewellyn Realty, LP, PRD Ash Park, LLC

Current Zoning MX - Mixed Use

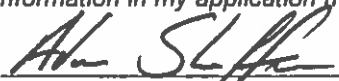
Zoning Request

Please describe the nature of your request

PD request for 83 high quality townhomes that will make a beautiful and enduring community that upholds and enhances the quality of the
surrounding environment.

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:  Date: 8/9/2021

Public Hearing Information	
Planning & Zoning Hearing Date _____	City Council Hearing Date _____
This Zoning Case has been:	
☐ Approved ☐ Denied ☐ Approved with amendments	Ordinance # <u>20210639</u> ← Permit
Notes _____ _____ _____	
Processed By <u>VRangel</u>	

receipt # 325012 check

Baker Landing Development Standards

Neighborhood Design

The Baker Landing proposed development is a sustainable neighborhood with the intent to promote: (1) the natural features of the current landscape, (2) sidewalks and open space throughout the neighborhood, and (3) high quality housing product that will make a beautiful and enduring community that upholds and enhances the quality of the surrounding environment. The housing product offered in Baker Landing is in high demand and very desirable for growing suburban areas. The property is currently vacant land that is zoned for mixed use. We are requesting the subject property be rezoned to a Planned Development that will incorporate a mix of 4-unit and 5-unit front-entry townhome buildings with a minimum building size of 1,200 SF.

In this vicinity, there is a deficiency of smaller high-quality homes, which allow for less yard maintenance and right-sized homes for aging “baby boomers” who want to stay in Richland Hills as well as young professionals who are drawn toward a more suburban lifestyle with convenient access to an elementary school, Interstate 820, and Highway 121. The requested rezoning is compatible in scale with uses on other properties in the vicinity. There is existing single-family development to the south, multifamily along the eastern border and northwest corner of the site as well as light commercial uses directly north and further northwest. The site is bordered by public uses to the southwest in close proximity to Windmill Park and the former Richland Elementary school site owned by Birdville ISD. The proposed rezoning creates a logical, high quality transitional zoning with product variety between detached single family lots to the south, the multifamily use to the east and the light commercial uses along Baker Blvd.



Proposed Development Standards

This Residential Planned Development (R-PD) District shall adhere to all the conditions of the Richland Hills Code of Ordinances, as amended, and adopt a base district of MF-2 Multiple Family Residential Medium Density. The following regulations shall be specific to this R-PD District.

- A. *Permitted Land Uses*. Uses in this R-PD shall be limited to those permitted in the MF-2 Multiple Family Residential Medium Density, as amended, and subject to the following regulations as shown on the PD Concept Design Map.
- B. *Site Development Standards*. Development of the property shall comply with the development standards of the MF-2 zoning district and the standards described below.
 1. Lot dimensions and setbacks shall be as follows

Standard	MF-2 Current Requirement	Planned Development Standard
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard – Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	20 feet*
Building Width (minimum)	Not Specified	75 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	6,000 feet
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	11.4 units per acre

*Lots shall be platted as individual single-family lots.

2. The development shall include approximately +/- 99,667 SF of total open space and approximately +/- 54,997 SF of common area open space out of the floodplain. All common open space areas and amenities shall be owned and maintained by a homeowner's association to be established prior to the 1st certificate of occupancy being issued. The common open space areas shall generally comply with what is shown on the site plan (Exhibit A). Developer shall have the flexibility to move or adjust the size of the open space shown on the concept plan at the time of platting to accommodate design needs so long as the total SF of open space shown does not decrease by more than 15%.
3. Unless approved otherwise by the City of Richland Hills, Baker Landing shall be required to have an active and in good standing Homeowners Association in perpetuity that will own and maintain all open spaces, amenities and fencing as prescribed in this zoning ordinance.
 - a. All fencing located within and abutting HOA open spaces shall be maintained by the Homeowners Association.

- b. The HOA shall also be responsible for maintaining the natural floodplain area along the western boundary of Baker Landing.
 - c. The Homeowners Association shall maintain all sidewalks, landscaping, irrigation and any other amenities located within the boundaries of the HOA common area lots.
- 4. All units within Lots 15, 16, 17 and 18 as depicted on the concept plan shall be allowed to front on to Ash Park Drive.
- 5. Fencing shall be designed and installed as shown on the Fencing Plan and depicted on the Landscape Plan (Exhibit B).
- 6. A five-foot sidewalk shall be constructed adjacent to all internal streets and the lots fronting onto Ash Park Dr.
- 7. The number of parking spaces provided shall exceed the minimum requirement of 2 spaces per dwelling unit plus 1 additional space per every 4 units for guest parking.
- 8. The site plan and landscaping shall be in conformance with the site visibility standards set forth in the City ordinance.
- 9. All designated crosswalks shall be constructed of stamped and stained concrete.
- 10. The development shall include a cluster mailbox. The location and design shall be approved by the Development Review Committee and US Postal Service.
- 11. Decorative landscape shall be included in common area open spaces bordering Ash Park Drive and street trees shall be planted along Baker Blvd.
 - a. A landscape plan for the development shall be approved by the Development Review Committee prior to construction.
 - b. All landscaped areas will be maintained as a master irrigation system.

Building Design Standards

- 12. Exterior wall materials - 75% of each façade (excluding doors and windows) shall consist of masonry construction materials and/or fiber-reinforced cementitious board.
- 13. Garages shall be front entry with driveways providing street access.
- 14. A minimum roof pitch of 6:12 (inches of rise per inches of run) from side to side shall apply to the predominant roof, except a tile or slate roof may have a minimum roof pitch of 5:12 (inches of rise per inches of run) from side to side. A variety of roof pitches may be incorporated into the roof design provided that the predominant roof meets the minimum roof pitch requirement. Porches, dormers and shed roofs shall have a minimum 3:12 (inches of rise per inches of run).

15. All multi-tenant buildings will include a monitored fire alarm and a fire sprinkler system that is compliant with NFPA standard 13D. Additionally, buildings will be constructed with fire suppression walls with resistance ratings certified for United States.
16. Each building shall include at least four of the following architectural elements.
 - a. Awnings/canopies;
 - b. Balconies (a minimum of 25 square feet in size);
 - c. Dormers;
 - d. Offsets within each building (minimum 20 feet to receive credit);
 - e. Patio (a minimum of 25 square feet in size);
 - f. Porches (a minimum of 25 square feet in size);
 - g. Stoops (a minimum of two feet tall by four feet wide);
 - h. Varied roof height in building (minimum ten-foot difference);
 - i. Sconce lighting
 - j. Decorative banding or molding
 - k. Decorative overhangs above garage doors
 - l. Eyebrow soldier course over garage doors
 - m. Decorative brackets on garage doors
 - n. Decorative garage doors
- C. *Amendments to Approved Planned Developments.* A major amendment or revision to the Residential Planned Development shall be processed in the same manner as the original approval with the exception that the City Manager or designee may approve minor amendments or revisions to the R-PD standards provided the amendment or revisions does not significantly:
 1. Alter the basic relationship of the proposed uses to adjacent uses;
 2. Change uses approved other than to a less intense use such as single family detached;
 3. Increase approved densities, height, site coverage or floor areas;
 4. Decrease on-site parking requirements;
 5. Reduce minimum yards or setbacks; or
 6. Change traffic patterns.

Exhibit A

- Exhibit B**

PROJECT: 7.044 ACRES
SIMCOE POPPLEWELL SURVEY
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

CONCEPT
PLAN

PROJECT NO.:
090-18-005

SCALE: 1" = 40'

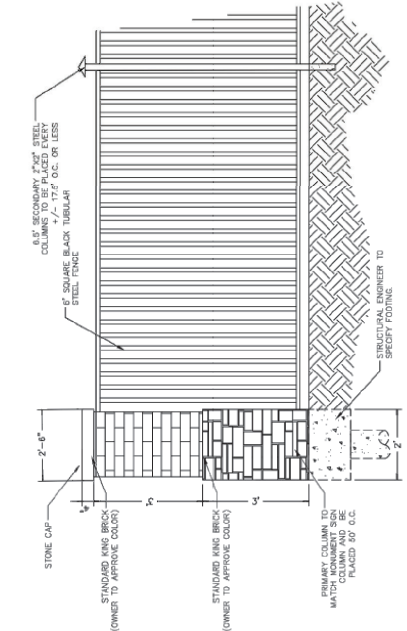
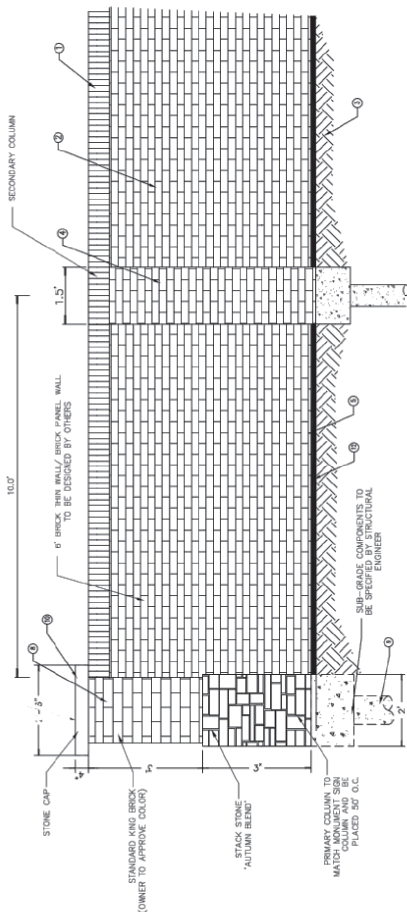
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1 OF 1





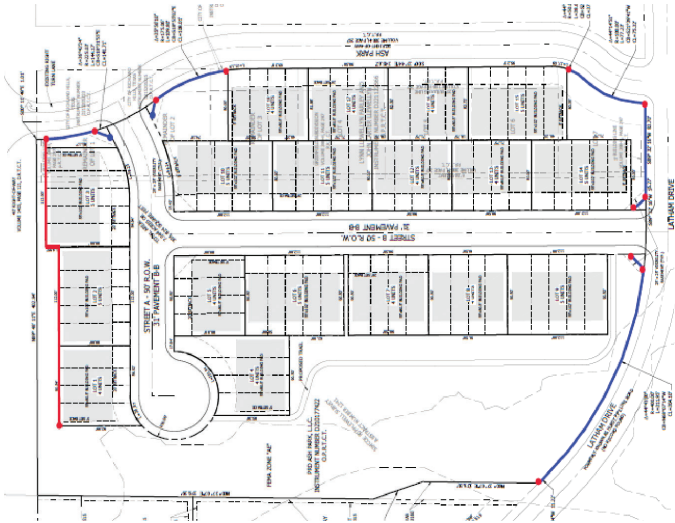
SCREEN WALL AND COLUMN DETAIL

NOT TO SCALE

DECORATIVE METAL FENCE WITH MASONRY COLUMN

NOT TO SCALE

Wall / Fence Diagram



- Over-sized Masonry Column with name placard
- Standard Masonry Column
- 6' Masonry Wall
- 6' Decorative Metal Fence

PROJECT:

7.044 ACRES
SIMCOE POPPLEWELL SURVEY
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

CONCEPT
LANDSCAPE
PLAN

PROJECT NO.:
090-18-005

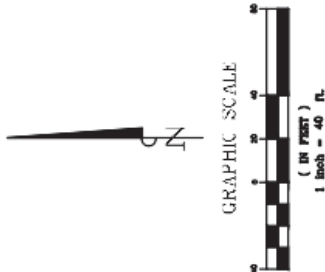
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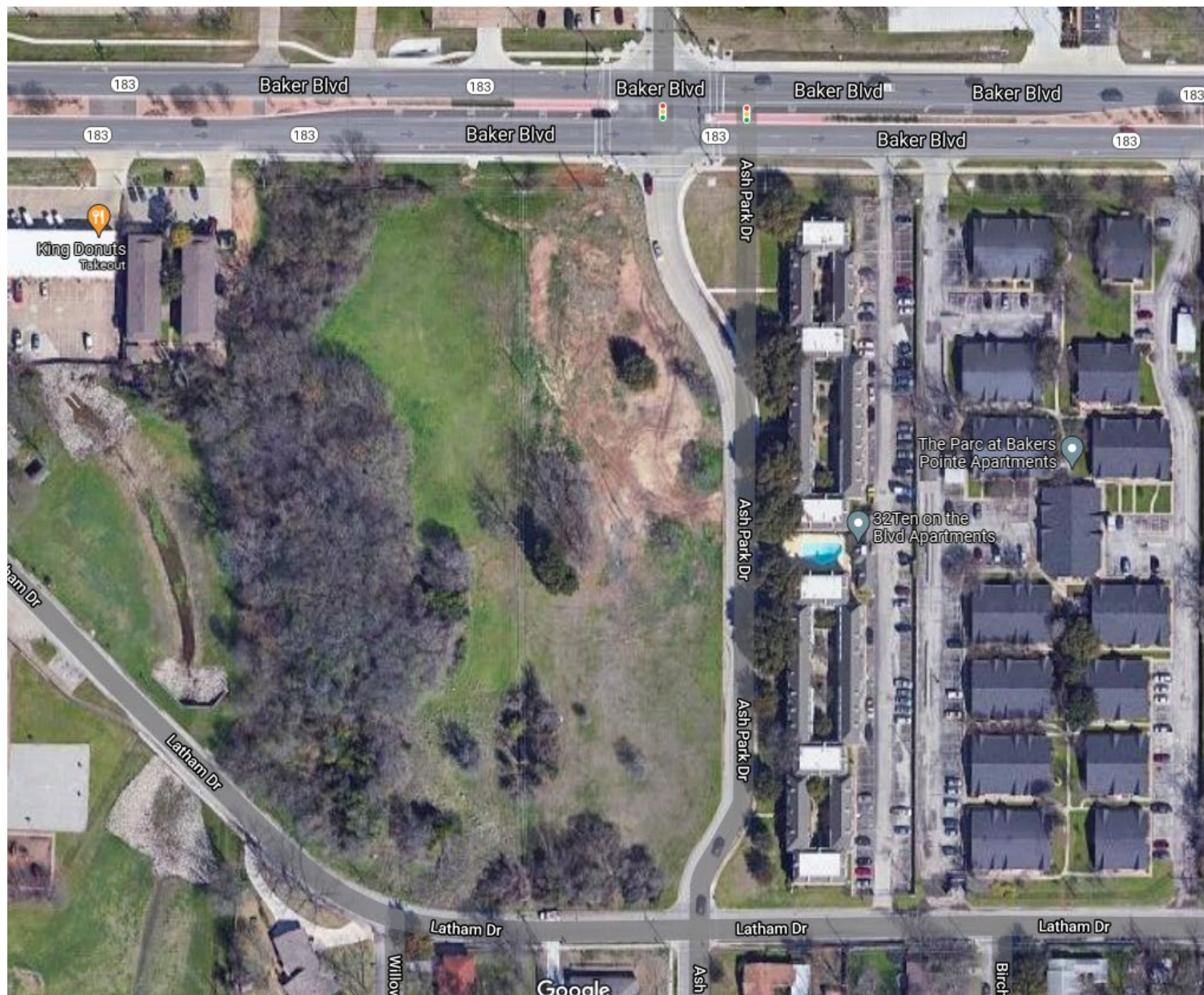
SHEET NUMBER

1 OF 1











Sec. 91-501. Multiple-family development regulations.

- (a) *Applicability.* This section shall apply to the MF-2 Multiple-Family Residential Medium Density, MF-3 Multiple-Family Residential High Density, and MX Mixed Use Districts, and any other districts or development specified in this section.
- (b) *Building orientation and construction.*
 - (1) *Parking.*
 - a. Parking is only allowed between the building and a public street when located at or beyond the required landscape buffer and screened with a headlight screen of earthen berms and/or a row of shrubs.
 - b. Parking between the building and a public street is also subject to tree planting requirements specified in subsection (d)(2) Other Parking and Circulation Requirements, below.
 - c. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
 - (2) *Detached garages.*
 - a. No detached garages may be located between residential buildings and a public street.
 - b. Structured parking garages consisting of more than one level must meet appropriate building setbacks as specified in the zoning ordinance.
 - (3) *Pedestrian connections.* Gated or un-gated pedestrian connections will be provided to adjacent schools, parks, and nonresidential developments.
- (c) *Exterior material requirements and design elements.*
 - (1) *Exterior materials.*
 - a. The exterior facades of a main building or structure shall be constructed of 85 percent Class 1: Masonry Construction on the first and second floors and 50 percent on all other floors.
 - (2) *Design elements.*
 - a. Flat roofs are prohibited.
 - b. All residential windows shall be operable, with the exception of decorative windows, transoms and side lights. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum 15 square feet in size.
 - c. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be screened with architectural features to avoid a direct view of a stairwell from public streets and open space.
 - d. All multifamily buildings must use four or more of the following architectural features:
 - 1. Awnings/canopies;
 - 2. Balconies (a minimum of 25 square feet in size);
 - 3. Dormers;
 - 4. Offsets within each building (minimum 20 feet to receive credit);
 - 5. Patio (a minimum of 25 square feet in size);
 - 6. Porches (a minimum of 25 square feet in size);

7. Stoops (a minimum of two feet tall by four feet wide);
 8. Varied roof height in building (minimum ten-foot difference);
 9. Others as approved by the zoning administrator.
- e. Mailrooms or mail kiosks shall be 100 percent masonry and constructed of the same materials as the main structure.
- (3) *Facade articulation.* In order to ensure the aesthetic value and visual appeal of multiple-family land uses and structures, facade articulation shall be required. See definition of articulation in section 8. Definitions of the zoning ordinance.
- a. Facade articulation of at least three feet in depth or offset shall be required for every 30 feet in horizontal surface length.
 - b. Facade offsets shall be shown, along with calculations verifying that the building elevations meet the above requirement, on a building facade (elevation) plan, and shall be submitted for review along with the site plan.
- (d) *Parking and circulation standards.*
- (1) *Garages, when provided.*
- a. Garages shall be 100 percent masonry and be constructed of the same materials as the main structure.
 - b. The garage may be part of the dwelling structure.
 - c. Garages shall be set back a minimum of eight feet from the circulation aisle.
 - d. The garage shall not be used for storage, thereby prohibiting the parking of an operable vehicle.
- (2) *Other parking and circulation requirements.*
- a. Parking located between the building and a public street shall be at or beyond the required landscape buffer and requires a large tree every five parking spaces along the first row of parking and a head light screen in addition to perimeter landscaping requirements.
 - b. Subgrade parking under all or a portion of the building will not count against building height if half or more of subgrade parking is below the average finish grade of the first floor.
 - c. Dead-end drive aisles shall have a maximum of ten parking spaces.
 - d. Mail kiosk shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
 - e. Enclosed garage parking spaces shall be a minimum of ten by 20 feet.
 - f. Drive aisles within the apartment complex must be configured to decrease speed and shall have a maximum of 500 feet in a straight length without an offset of a minimum of 30 feet, unless other traffic calming measures are approved by the zoning administrator and fire chief.
 - g. Access to a public street in a single-family neighborhood will be limited access and will not function as a primary access point for the complex.
 - h. Access to single-family alleys is prohibited.
 - i. Direct access to a median opening is required when the property is located on a divided thoroughfare. This shall be one of the minimum two points of access required.

- (e) *Waiver.* The city manager is authorized to grant a waiver to these requirements if necessary to result in a higher quality development and/or to carry out the recommendations of the comprehensive plan.

(Ord. No. 1274-14, § 5(Exh. E), 5-6-2014)

ORDINANCE NO. 1439-21

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY CHANGING THE ZONING OF CERTAIN PROPERTIES, SPECIFICALLY TRACT 1E, POPPLEWELL, S SURVEY ABSRACT 1241 AND LOTS 4, 5, 6, AND 7 GREENFIELD SUBDIVISION-RCHLND, RICHLAND HILLS, TARRANT COUNTY, TEXAS, CURRENTLY ZONED AS MX (MIXED USE), TO PD (PLANNED DEVELOPMENT) WITH MF-2 MULTIPLE FAMILY RESIDENTIAL MEDIUM DENSITY USES AND TO ALLOW FOR ADDITIONAL USES AND DESIGN REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; 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 and 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, a change in the zoning of the properties listed below was requested by persons or entities having a proprietary interest in those properties; and

WHEREAS, a public hearing was held at a meeting of the Planning and Zoning Commission on September 28, 2021, and the City Council on October 25, 2021, with respect to the proposed 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 amend Chapter 90 of the City Code, as amended, as described herein; and

WHEREAS, the proposed change is consistent with the City's comprehensive land use plan.

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

**SECTION 1
PROPERTY RE-ZONED**

THAT, Chapter 90, as amended, is hereby amended by rezoning the property located at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas, being described as TRACT 1E, POPPLEWELL, S SURVEY ABSRACT 1241 and as Lots 4, 5, 6, and 7, Greenfield Subdivision, an Addition to the City of Richland Hills, Tarrant County, Texas according to the plat recorded in Volume 388-H, Page 297 and 298, Plat Records, Tarrant County, Texas, from MX (Mixed Use) to PD (Planned Development), with uses permitted as set forth in Section 4 of this Ordinance.

**SECTION 2
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING**

The City Council finds that the changes to the zoning districts, boundaries, regulations, and uses as herein established have been made in accordance with the City's zoning code and comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to efficiently plan, control, and organize development; lessen congestion in the streets; secure safety from fire, panic, flood, and other dangers; provide adequate light and air; prevent overcrowding of land; avoid undue concentration of population; and facilitate the adequate provision 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
DIRECTION TO AMEND THE OFFICIAL ZONING MAP**

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in uses approved herein.

**SECTION 4
PROPERTY SUBJECT TO ZONING ORDINANCE**

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Richland Hills, Texas, for the zoning district into which they have been assigned. The Planned Unit Development district created herein affecting above-referenced properties shall be specifically subject to the regulations applicable to the MF-2 Multifamily Medium Density zoning districts with the exception of those standards permitted in the Development Standards, attached hereto as Exhibit "A."

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan, of the proposed Planned Unit Development District 2021-0639 attached hereto as Exhibits "A," "B," and "C,"

each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Unit Development District 2021-0639.

SECTION 5 ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other ordinances of the City of Richland Hills affecting zoning and land use, 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 6 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 7

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 8 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 9
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, and effective date clause of this Ordinance as required by law.

**SECTION 10
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 25th DAY OF OCTOBER, 2021.

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

CATHY BOURG, CITY SECRETARY

EFFECTIVE DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BETSY ELAM, CITY ATTORNEY

Exhibit “A”

Proposed Development Standards

This Planned Development (PD) District shall adhere to all the conditions of the Richland Hills Code of Ordinances, as amended, and adopt a base district of MF-2 Multiple Family Residential Medium Density. The following regulations shall be specific to this PD District.

A. *Permitted Land Uses.* Uses in this PD shall be limited to those permitted in the MF-2 Multiple Family Residential Medium Density, as amended, and subject to the following regulations as shown on the PD Concept Design Map.

B. *Site Development Standards.* Development of the property shall comply with the development standards of the MF-2 zoning district and the standards described below.

1. Lot dimensions and setbacks shall be as follows:

Standard	Standard MF-2 Current Requirement	Planned Development
Height	3 stories maximum, but not to exceed 45’	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard– Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	20 feet*
Building Width (minimum)	Not Specified	75 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	6,000 feet
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	11.4 units per acre

*Lots shall be platted as individual single-family lots.

2. The development shall include approximately +/- 99,667 SF of total open space and approximately +/- 54,997 SF of common area open space out of the floodplain. All common open

space areas and amenities shall be owned and maintained by a homeowner's association to be established prior to the 1st certificate of occupancy being issued. The common open space areas shall generally comply with what is shown on the site plan (Exhibit B). Developer shall have the flexibility to move or adjust the size of the open space shown on the concept plan at the time of platting to accommodate design needs so long as the total SF of open space shown does not decrease by more than 15%.

3. Baker Landing shall be required to have an active and in good standing Homeowners Association in perpetuity that will own and maintain all open spaces, amenities and fencing as prescribed in this zoning ordinance.

- a. All fencing located within and abutting HOA open spaces shall be maintained by the Homeowners Association.
 - b. The HOA shall also be responsible for maintaining the natural floodplain area along the western boundary of Baker Landing.
 - c. The Homeowners Association shall maintain all sidewalks, landscaping, irrigation and any other amenities located within the boundaries of the HOA common area lots.
4. All units within Lots 15, 16, 17, and 18 as depicted on the concept plan shall be allowed to front on to Ash Park Drive.
5. Fencing shall be designed and installed as shown on the Fencing Plan and depicted on the Landscape Plan (Exhibit C).
6. A five-foot sidewalk shall be constructed adjacent to all internal streets and the lots fronting onto Ash Park Dr.
7. The number of parking spaces provided shall exceed the minimum requirement of 2 spaces per dwelling unit plus 1 additional space per every 4 units for guest parking.
8. The site plan and landscaping shall be in conformance with the site visibility standards set forth in the City ordinance.
9. All designated crosswalks shall be constructed of stamped and stained concrete.
10. The development shall include a cluster mailbox. The location and design shall be approved by the Development Review Committee and US Postal Service.
11. Decorative landscape shall be included in common area open spaces bordering Ash Park Drive and street trees shall be planted along Baker Blvd.
 - a. A landscape plan for the development shall be approved by the Development Review Committee prior to construction.
 - b. All landscaped areas will be maintained as a master irrigation system.

Exhibit “B”

[Attach Site Plan]

Exhibit “C”

[Attach Landscape Plan]

Memorandum

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

From: Kimberly Sylvester, Chief of Police

Date: October 25, 2021

Subject: Chapter 6 – Animals of the Code of Ordinances

Agenda Item:

Consider Ordinance 1440-21 amending Chapter 6 “Animals” in the Code of Ordinances, City of Richland Hills, Texas

Background Information:

On April 26, 2021 staff provided City Council an update of the proposed changes to Chapter 6 – Animals of the City Code of Ordinances.

Since that time staff has met with several small groups of community members to discuss feedback and concerns on the proposed changes.

Staff also met with the Animal Shelter Advisory Board on several occasions to discuss the proposed changes and received approval on October 13, 2021 from the board to proceed to City Council with the recommended changes.

On October 12, 2021 a final meeting with the initial small group community members was held to review the proposed final redline version of the animal ordinance and answer any remaining questions. The redlined version of the ordinance changes is attached to this memo.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed changes.

Board/Citizen Input:

Proposed amendments to the animal ordinance were discussed on the following dates:

Animal Shelter Advisory Board Meetings:

April 14, 2021
July 21, 2021
October 13, 2021

Small Group Community Meetings:

May 4, 2021
July 6, 2021
July 8, 2021
July 27, 2021
October 12, 2021

Attachments:

Ordinance 1440-21

Council Action Requested:

Motion to approve Ordinance 1440-21 amending Chapter 6 "Animals" in the Code of Ordinances, City of Richland Hills, Texas

ORDINANCE NO. 1440-21

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF RICHLAND HILLS, TEXAS, BY REPLACING CHAPTER 6 “ANIMALS” IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; 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, the City has previously adopted regulations regarding animals within the City; and

WHEREAS, the City Council has determined that the animal regulations within the City should be updated to be brought into conformance with the requirements of state law and to be consistent with current operating procedures; and

WHEREAS, the City Council finds that the revisions to the animal regulations in this ordinance are in the best interests of the citizens and will serve the public health and safety of the City of Richland Hills.

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

SECTION 1

Chapter 6 “Animals” of the Code of Ordinances, City of Richland Hills, Texas, is hereby replaced in its entirety to read as follows:

“Chapter 6 – ANIMALS

ARTICLE I. - IN GENERAL

Sec. 6-1. - Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any living creature, including, but not limited to, dogs, cats, cows, horses, birds, fish mammals, reptiles, insects, fowls, and livestock, but specifically excluding human beings.

Animal at large means:

- (1) Any animal off the premises of the owner which is not physically and continuously restrained by a person by means of a collar or harness and a leash sufficient to prevent the animal from making unsolicited contact with any other person or any other animal; or
- (2) Any animal on the premises of the owner not completely confined by a building, wall or fence of sufficient height, strength or construction to restrain the animal, or secured by a tether so arranged that even when the tether is stretched to its full length, it is sufficient to do all of the following: (a) prevent the animal from leaving the owner's premises; (b) prevent the animal from coming closer than ten feet from any public sidewalk, street, or other right-of-way; and (c) prevent the animal from making unsolicited contact with any person or any other animal.

Animal control means the animal control division of the city.

Animal control officer means any person designated by the chief of police and the city manager to enforce the provisions of this section, and to supervise all aspects of animal control.

Collar means any collar constructed of nylon, leather, or similar material, specifically designed to be used for the type of animal upon which the collar is placed, and of an adequate size, design and construction as appropriate for the animal's species, size and weight.

Commercial stable means a facility where a fee is charged to house, pasture, or rent horses or other livestock.

Dangerous animal means an animal, including but not limited to a dog, that:

- (1) Makes an unprovoked attack on a person or a domesticated animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept that was reasonably certain to prevent the animal from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person or a domesticated animal.

Direct physical control means within the owner's observation and in such close proximity as to permit the owner reasonable opportunity to control the animal, should it become necessary to do so in order to protect the animal, a human or other animal from harm.

Extreme weather condition means any weather condition in which:

- (1) The actual or effective outdoor temperature is below 32 degrees Fahrenheit; or
- (2) A heat advisory has been issued by a local or state authority or jurisdiction; or
- (3) A tornado warning has been issued for the jurisdiction by the National Weather Service.

Fowl means any domesticated bird, including but not limited to, chickens, ducks, turkey or quail.

Guard dog means all dogs which are professionally trained and kept solely for the protection of persons and property (residential, commercial or personal).

Harboring means the act of keeping and caring for an animal, or of providing a premises to which the animal returns for food, shelter or care for a period of ten days or longer.

Harness means a harness constructed of nylon, leather, or similar material, specifically designed to be used for the type of animal upon which the harness is placed, and of an adequate size, design and construction as appropriate for the animal's species, size and weight.

Hen means a female domesticated fowl, including but not limited to a chicken, a turkey or a duck.

Leash means a strap constructed of nylon, leather, coated metal cable, or similar material, of an adequate size, design and construction as appropriate for the species, size and weight of the animal to be restrained.

Livestock means:

- (1) Large livestock: Equine, including but not limited to, mules, donkeys, and ponies, and all members of the cow family that stand at a height greater than forty-eight inches (48") measured from the wither.
- (2) Small livestock: All types of domesticated sheep, goats, ostrich, emu, or equine that stand at a height of forty-eight inches (48") or less measured from the wither.

Nonprofit humane organization means an organization that has been granted non-profit status under Section 501(c)(3) of the Internal Revenue code, and has a mission promoting the humane treatment of animals.

Owner means any person having title to any animal; or a person who has, harbors, or keeps, or who causes or permits to be harbored or kept an animal in their care or on their premises.

Properly fitted with respect to a collar or other neck restraint means one that measures the circumference of an animal's neck plus at least one inch, and with respect to a harness means one that is of an adequate size, design and construction as appropriate for the animal's species, size and weight.

~~Rooster means a male domesticated fowl, including but not limited to a male chicken, a tom, or a drake.~~

Secure enclosure means a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing entry by the general public, including children;
- (3) Capable of preventing the escape or release of the animal; and
- ~~(4) Clearly marked as containing a dangerous animal; and~~
- ~~(45)~~ In conformance with ~~the~~ any other requirements for enclosures established in this chapter.

Tether means a rope, leash, coated cable, or other device attaching an animal to the ground, a stationary object or structure, or a running line, pulley, or trolley system, so that the animal can be restrained while unattended, regardless of whether the animal is actually unattended while tethered.

Wild animal means:

- (1) Any poisonous or dangerous reptile including, but not limited to, poisonous frogs, lizards, or snakes, nonvenomous snakes capable of growing over six feet in length; alligators, crocodiles, or any other reptile capable of causing serious injury or death; or raccoons or opossums; and
- (2) Any other animal that can normally be found in a wild state and not normally capable of being domesticated including but not limited to, a lion, a tiger, an ocelot, a cougar, a leopard, a cheetah, a jaguar, a bobcat, a lynx, a serval, a caracal, a hyena, a bear, a coyote, a jackal, a baboon, a chimpanzee, an orangutan, a gorilla, a skunk, a fox, a panther, and any hybrid of any animal falling under this definition.

Sec. 6-2. - Remedial requirements.

- (a) Where the municipal court finds that a person has owned, kept or harbored an animal in violation of this chapter, the court may place certain remedial requirements upon such person if the court reasonably believes that the remedial requirements will prevent further violation of this chapter.

(b) The remedial requirements may include one or more of the following items:

- (1) *Leash and muzzle.* The court may require that the owner shall not permit the animal to go outside the kennel or pen unless such animal is securely leashed with a leash no longer than four feet in length which is in the physical control of at least one person with sufficient strength and dexterity to control the animal. Such animal may not be leashed to an inanimate object such as a tree, post or building. Additionally, such animal must be muzzled by a muzzling device sufficient to prevent the animal from biting persons or other animals.
- (2) *Confinement outdoors.* The court may require that the animal shall be securely confined in an enclosed and locked pen or kennel, except when on a leash and muzzled or when confined indoors. Such pen or kennel must have secure sides and a secure top ~~attached, or~~ attached or have sides that measure at least eight feet from the ground. The structure must be locked with a key or combination lock if a dangerous animal is within the structure. The structure must have a secure bottom or floor attached to the sides of the structure or the sides of the structure must be embedded in the ground no less than two feet. All erected structures must comply with all zoning and building regulations. Such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (3) *Relocation of confinement area.* The court may require that the owner relocate on their property the confinement area in which the animal is kept so that the animal does not annoy, disturb, or in some other manner offend the neighbors.
- (4) *Confinement indoors.* The court may require that the animal may not be kept on a porch, patio, or in any part of the house or other structure that will allow the animal to exit such building or structure on its own volition. In addition, no such animal may be kept in a house or structure when the windows or screen doors are the only obstacle preventing the animal from exiting the structure.
- (5) *Training.* The court may require that the person and animal engage in training necessary to eliminate the problem. The court may designate a specific training program to be followed or utilized.
- (6) *Removal from the city.* The court may require the animal be removed from the city.
- (7) *Removal of animal from owner's custody.* The court may require the person to sell, give away, or otherwise humanely dispose of the animal at issue in the hearing.
- (8) *Spay or neuter.* The court may require that an animal which is being returned to an owner or which an owner is being allowed to keep within the city be spayed or neutered.

- (9) *Destruction.* The court may order that an animal shall be humanely destroyed, exception that the court may not order the destruction of a dog during the pendency of an appeal.
 - (10) *Modification of fencing.* The fencing must be modified, to the extent deemed necessary by the court, to prevent the animal from escaping or causing injury to a person. Such modifications may include, but are not limited to, extending the height of the fence to prevent escape or access to neighboring property by jumping or climbing, securing or burying the bottom of the fence to prevent escape or access to adjoining property by digging, or a requirement that specified fencing material be used to prevent the animal from tearing down or destroying the fencing or inflicting injury through it.
- (c) In requiring that remedial requirements be followed, the court shall also state a time frame within which the owner must comply with the required action. For good cause, the time period to comply may be extended by the court.

Secs. 6-3—6-30. - Reserved.

ARTICLE II. – ADMINISTRATION

DIVISION 1. - GENERALLY

Secs. 6-31—6-45. - Reserved.

DIVISION 2. - ANIMAL CONTROL OFFICER

Sec. 6-46. – Position continued.

The position of animal control officer of the city is hereby continued. All animal control staff shall be assigned to a department as determined by the city manager, and the compensation of such employees shall be determined by the employee(s) supervisor, with approval of the city manager.

Sec. 6-47. – Enforcement of regulations.

Enforcement of this chapter shall be the responsibility of the animal control officer or any peace officer.

Sec. 6-48. – Issuance of citations for violations.

The animal control officer shall have the authority to issue citations for any violations of this chapter. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail.

Sec. 6-49. – Unlawful to interfere with animal control officer.

It shall be unlawful for any person to interfere with any animal control officer in the performance of their duties.

Secs. 6-50—6-70. - Reserved.

ARTICLE III. - CARE AND CONTROL

Sec. 6-71. - Animals at large.

It shall be unlawful for any animal to be at large as is defined in section 6-1. Any animal confined within an automobile or other vehicle of its owner shall not be deemed at large.

Sec. 6-72. – Animal nuisances.

(a) *Animal nuisances defined; declared unlawful.* The following shall be considered public nuisances and shall be unlawful:

- (1) The keeping of any animal, which causes frequent or long continued odor or stench that is offensive to a person of normal sensibilities on adjoining, adjacent, or neighboring premises.
- (2) The keeping of any animal in such a manner as to:
 - a. endanger the public health;
 - b. annoy the neighbors by the accumulation of animal wastes which cause foul and offensive odors, or are considered to be a hazard to any other animal or human being; or
 - c. allow continued presence on the premises of another.
- (3) Animal pens, stables or enclosures in which any animal may be kept or confined which, from use, have become offensive to a person of ordinary sensibilities.
- (4) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare.
- (5) The keeping or harboring on any premises, or in or about any premises any animal, which by loud or unusual noises shall cause the peace or quiet of the neighborhood or the occupants of adjacent premises to be disturbed so that it is offensive to a person of ordinary sensibilities.
- (6) Any person in control of an animal, to allow such animal to defecate on any private or public property, other than that of the owner, and not immediately remove such defecation.

- (b) *Remedial requirements for the owner of a nuisance animal.* Any of the remedial requirements described in section 6-2 may be imposed on the owner of any animal found to be kept in violation of this section if the remedial requirement is ~~reasonable~~reasonably necessary to prevent further violation of this section.

Sec. 6-73. - Animals prohibited as novelties.

- (a) *Unlawful to sell, barter, or give away fowl under three weeks old and rabbits under two months old.* Except as provided by subsection (c), It shall be unlawful for any person to sell, offer for sale, barter, or give away as toys, premiums or novelties:
- (1) baby chickens;
 - (2) ducklings or other fowl under three weeks old; or
 - (3) rabbits under two months old.
- (b) *Unlawful to sell or give away colored, dyed or stained fowl or rabbits.* It shall be unlawful to color, dye, stain, or otherwise change the natural color of any chickens, ducklings, other fowl, or rabbits, or to possess for the purpose of sale or to be given away any of the above animals which have been so colored.
- (c) *Exception.* It is not unlawful for a person to sell, offer for sale, barter, or give away animals as described in subsections (a) and (b) if the person is selling the animals for educational purposes to an educational organization.

Sec. 6-74. - Wild animals.

- (a) *Unlawful to keep or possess in the city.* It shall be unlawful to possess, to keep, or to have care, custody or control of a wild animal or wildlife within the city. All persons, including commercial animal enterprises, shall be prohibited from selling, giving away, transferring, or importing into the city any wild animal. Any wild animal found at large may be destroyed in the interest of public safety.
- (b) *Exceptions.* This section shall not apply to:
- (1) a county, municipality, or agency of the state or an agency of the United States or an agent or official of a county, municipality, or agency acting in an official capacity;
 - (2) a research facility, as that term is defined by Section 2(e), Animal Welfare Act (7 U.S.C. Section 2132), and its subsequent amendments, that is licensed by the secretary of agriculture of the United States under that Act;
 - (3) an organization that is an accredited member of the Association of Zoos and Aquariums;

- (4) an injured, infirm, orphaned, or abandoned dangerous wild animal while being transported for care or treatment;
- (5) an injured, infirm, orphaned, or abandoned dangerous wild animal while being rehabilitated, treated, or cared for by a licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under Subchapter C, Chapter [43](#), Parks and Wildlife Code;
- (6) a dangerous wild animal owned by and in the custody and control of a transient circus company that is not based in this state if:
 - a. the animal is used as an integral part of the circus performances; and
 - b. the animal is kept within this state only during the time the circus is performing in this state or for a period not to exceed 30 days while the circus is performing outside the United States;
- (7) a dangerous wild animal while in the temporary custody or control of a television or motion picture production company during the filming of a television or motion picture production in this state;
- (8) a dangerous wild animal owned by and in the possession, custody, or control of a college or university solely as a mascot for the college or university;
- (9) a dangerous wild animal while being transported in interstate commerce through the state in compliance with the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments and the regulations adopted under that Act;
- (10) a nonhuman primate owned by and in the control and custody of a person whose only business is supplying nonhuman primates directly and exclusively to biomedical research facilities and who holds a Class "A" or Class "B" dealer's license issued by the secretary of agriculture of the United States under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments;
- (11) a dangerous wild animal that is:
 - a. owned by or in the possession, control, or custody of a person who is a participant in a species survival plan of the Association of Zoos and Aquariums for that species; and
 - b. an integral part of that species survival plan;
- (12) An animal being transported through the city to a point outside the city; and
- (13) A service animal as defined by the Americans with Disabilities Act (ADA).

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Sec. 6-75. - Sanitary requirements for keeping of animals.

- (a) *Generally.* The owner or person in possession of animals shall keep yards, pens, and enclosures in which such animals are confined free of odors offensive to persons of ordinary sensibilities residing in the vicinity. Such pens and enclosures shall be kept clean to prevent the breeding or attracting of flies, mosquitoes, or other noxious insects, and shall not in any manner endanger the public health or ~~safety,~~ safety or create a public nuisance.
- (b) *Sanitary regulations for initial pens or enclosures.* All persons keeping such animals shall comply with the following sanitary regulations:
- (1) Manure and droppings shall be removed from pens, stables, yards, cages and other enclosures at least twice weekly and handled or disposed of in such a manner as to keep the premises free of any nuisance;
 - (2) Mound storage of droppings or manure between such removals shall be permitted only under such conditions as to protect against the breeding of flies and to prevent the migration of fly larvae (maggots) into surrounding soil;
 - (3) The feeding of vegetables, meat scraps, or garbage shall be done only in impervious containers or on an impervious platform;
 - (4) Watering troughs or tanks shall be provided which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, or other insects; and
 - (5) No putrescible material shall be allowed to accumulate on the premises, and all such material used to feed which is unconsumed shall be removed and disposed of by burial or other sanitary means.

Sec. 6-76. - Pet care.

The requirements in sections 6-77 through 6-83 are established as regulations for pet and animal care and not intended to contravene the provisions for animal cruelty as contained in the state penal code.

Sec. 6-77. - Care of animals.

- (a) *Unlawful not to provide for adequate and humane care and shelter for animals.* No owner shall fail to provide his animals with proper nutrition, wind and moisture proof shelter, shade, veterinary care when needed to prevent suffering, and with humane care and treatment.
- (b) *Abusing animals prohibited.* No person shall beat, treat cruelly, torment, overload, overwork, or otherwise abuse an animal.

- (c) *Instigating animal fights prohibited.* No person shall cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans.
- (d) *Abandoning animals prohibited.* No owner of an animal shall abandon such animal.

Sec. 6-78. - Unlawful to alter animals.

No person shall crop ears, dock tails or spay or neuter an animal unless the procedures is performed by a licensed veterinarian.

Sec. 6-79. – Vehicle operators to stop upon striking an animal, render assistance, and then report such incident.

Any person who, as the operator of a motor vehicle, strikes a pet or domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the appropriate local law enforcement agency.

Sec. 6-80. - Tethering of dogs.

- (a) A person commits an offense if he uses a rope, tether, leash, coated cable, or other device to attach a dog to a stationary object or trolley system. This section does not prohibit a person from walking a dog with a hand-held leash.
- (b) It is a defense to prosecution under this section that:
 - (1) The dog is being tethered during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity;
 - (2) The dog tethering is required to protect the safety or welfare of a person or the dog, and the dog's owner maintains direct physical control of the dog;
 - (3) The dog tethering is due to an emergency situation and the dog is tethered for less than one hour within a ~~24-hour~~[24-hour](#) period; or
 - (4) The dog tethering:
 - a. Occurs while the dog is within the owner's direct physical control; and
 - b. Prevents the dog from advancing to the edge of any public right of way.
- (c) The defenses under this section are only available if the following specifications are met:
 - (1) The rope, tether, leash, coated cable, or other device is attached to a properly fitted collar or harness worn by the dog;

- (2) The rope, tether, leash, coated cable, or other device is not placed directly around the dog's neck;
- (3) The rope, tether, leash, coated cable, or other device ~~not does~~does not exceed one twentieth of the dog's body weight;
- (4) The rope, tether, leash, coated cable, or other device, by design and placement allows the dog a reasonable and unobstructed range of motion without entanglement; and
- (5) The dog has access to adequate shelter and clean and wholesome water.

Sec. 6-81. – Animals in vehicles.

- (a) A person shall not place or confine an animal or allow an animal to be placed or confined in a motor vehicle or in a trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death to the animal.
- (b) It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle, without the engine running or climate control system engaged, for a period of five minutes or more when the ambient outside air temperature measures above 80 degrees Fahrenheit or below 35 degrees Fahrenheit. It shall be deemed prima facie evidence of a violation of this section when the ambient outside air temperature is verified.
- (c) It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a trailer for a period of five minutes or more when the ambient outside air temperature measures above 80 degrees Fahrenheit or below 35 degrees Fahrenheit. It shall be deemed prima facie evidence of a violation of this section when the ambient outside air temperature is verified.
- (d) If an animal services officer or police officer investigating this situation determines the animal in question must be removed from the vehicle immediately or risk damage or injury to the health, safety, or welfare of the animal, the animal services officer or police officer may use reasonable force to remove the animal from the vehicle. Appropriate intervention shall be administered to the animal immediately, with all associated costs being the responsibility of the person having care or custody of the animal and who is responsible for the confinement in the vehicle or trailer. If the animal is taken from the scene without making contact with the person having care or custody of the animal, a written notice shall be attached to the vehicle bearing the name of the officer removing the animal, a telephone number where the office can be contacted, and the location where the animal may be claimed.

- (e) It shall be the responsibility of the person having care or custody of the animal, who placed or confined the animal in the vehicle or trailer, to repair any damage resulting from the use of reasonable force to intervene on behalf of the animal.

Sec. 6-82. – Transporting animal in an open bed of a motor vehicle.

A person commits an offense if he transports or carries any animal in a motor vehicle unless the animal is safely enclosed within the vehicle; or if the animal is traveling in an unenclosed portion of a vehicle, including but not limited to a convertible, pick-up truck, jeep, trailer or flatbed truck, the animal is safely confined by a seatbelt, vented container, cage or other device that will prevent the animal from strangling, falling, jumping, leaving or being thrown from the motor vehicle or from strangling on a single leash, rope or tether of any type.

Sec. 6-83. – Animal trapping and poisoning.

No person shall expose any known poisonous substance, including antifreeze, whether mixed with food or not, so that such poisonous substance shall be liable to be consumed by any domestic animal or person. This section is not intended to prohibit the proper use of herbicides, insecticides, or rodent control materials. No person shall expose an open trap of a metal jaw type that shall be liable to injure any domestic animal or person, however this shall not preclude use of humane box traps.

Secs. 6-84—6-110. - Reserved.

ARTICLE IV. - DOGS AND CATS

DIVISION 1. - GENERALLY

Secs. 6-111—6-125. - Reserved.

DIVISION 2. – NUMBER

Sec. 6-126. - Number of dogs and cats allowed per address.

No person shall keep or harbor more than three dogs and two cats, or three cats and two dogs on any residential lot or tract in the city. For purposes of this section puppies and kittens under three months of age shall not be counted.

Secs. 6-127—6-145. – Reserved.

DIVISION 3. – REGISTRATION

Subdivision I. - In General

Sec. 6-146. - Required.

No owner shall have within the city any dog or cat four months of age or older unless such dog or cat is currently registered with the city. No dog or cat shall be registered without proof of current rabies vaccination. Registration shall be issued for a period consistent with the length of time that the current rabies vaccination is effective, and the registration shall expire on the date of expiration of the current rabies vaccination.

Upon compliance with the requirements of this chapter and payment of the required fee, a current registration certificate and a metal registration tag will be issued by the city. The registration tag issued by the city must be affixed to a collar or harness that must be worn by the animal at all times.

Sec. 6-147. – Rabies vaccination required.

- (a) Every owner of a dog or cat shall have such dog or cat vaccinated against rabies with an anti-rabies vaccine approved by the state and administered by a duly licensed veterinarian by the time such animal is four months of age. Every owner of a dog or cat shall ensure that such dog or cat is given a rabies booster within the 12-month interval following the initial vaccination. If such booster is an annual vaccine, the animal must be re-vaccinated within 12 months. If such booster is a triennial vaccine, such dog or cat must thereafter be re-vaccinated within 36 months of the previous vaccination. Thereafter, animals shall be re-vaccinated within 36 months if the previous vaccination was with a triennial rabies vaccine, or within 12 months if the previous vaccination was with an annual rabies vaccine.
- (b) A metal rabies vaccination tag with the rabies vaccination certificate number must be securely attached to a collar or harness that must be worn by the animal at all times.
- (c) In addition to the rabies vaccination tag, the owner must maintain a rabies vaccination certificate issued by the vaccinating veterinarian which must contain the following information:
 - (1) The owner's name, address, and telephone number;
 - (2) A description of the animal sufficient to identify the animal in terms of species, sex (including neutered if applicable), approximate age, size (in pounds), predominant breed, and color(s);
 - (3) The vaccine used, identified by producer, expiration date, and serial number;
 - (4) The date vaccinated;

- (5) The date the vaccination expires (the re-vaccination due date);
 - (6) The metal rabies vaccination tag number;
 - (7) The veterinarian's signature or signature stamp and license number; and
 - (8) The name, address and phone number of the veterinarian or veterinary clinic that performed the vaccination.
- (d) If an animal is impounded and the city animal control officer or animal control staff cannot verify that the animal has a current vaccination, or if an owner fails to vaccinate a dog or cat, the city animal control officer may vaccinate such animal and assess the fee established in the fee schedule established in this Code.
- (e) If a dog or cat inflicts a bite or scratch or otherwise attacks any person, the owner shall not permit a rabies vaccine to be administered to such dog or cat until that animal is released from quarantine.

Sec. 6-148. – Application for registration issuance or renewal.

- (a) Application for initial issuance or renewal of each registration must be made by the owner in writing or in person, and accompanied by the appropriate fee from the fee schedule in appendix A. If the original current registration tag is lost or destroyed, the owner may obtain a duplicate tag from the city by paying the appropriate fee from the fee schedule in appendix A. Dogs and cats under the age of one year shall be registered and shall pay the fee for sterilized dogs and cats in appendix A. Animals may be exempted from the sterilization or rabies vaccination provisions upon written recommendation from a veterinarian that such alteration or vaccination would be harmful or dangerous to the animal.
- (b) Fee exempt registration may be issued for police or sheriff's department dog and guide or service dogs trained to assist a hearing or visually impaired person. Eligibility for fee exempt registration does not relieve the owner of any responsibility under other provisions of this chapter.
- (c) Registration certificates shall be valid for the length of time that the current rabies vaccination is effective.

Sec. 6-149. - Registration and/or vaccination certificates only valid for animal to which issued.

Registration and/or vaccination certificates and tags shall only be valid for the animal for which it was originally issued. If there is a change of ownership of a registered dog or cat, the new owner shall have the registration transferred to his name. Application for such transfer shall be made to the city in writing or in person, and accompanied by the appropriate fee from the fee schedule in appendix A.

Sec. 6-150. – Refusal or revocation of animal registration.

- (a) The city may refuse to register an animal, or revoke a registration issued to any person who has been convicted in a court of competent jurisdiction in the state, or resides with any person so convicted of any of the following:
 - (1) Cruelty to animals as defined in the state penal code, inhumane treatment, or neglect of an animal; or
 - (2) Convicted of four or more separate and distinct violations of an animal control ordinance of a municipality in the state within any 12-month period.
- (b) Any person denied such a registration may appeal the refusal.

Secs. 6-151—6-165. - Reserved.

Subdivision II. - Guard Dogs

Sec. 6-166. - Registration.

- (a) All guard dogs shall be registered as guard dogs with the city. Registration shall expire on the date of expiration of the rabies vaccination. The dog shall be issued a guard dog tag and ID collar, varying in color from the city license tag or the dangerous dog tag, in place of a city license tag. In addition to the other provisions of this chapter, the owner of a guard dog shall:
 - (1) Place the registration tag on an ID collar, identifying the dog as a guard dog, which must be worn at all times;
 - (2) Obtain and maintain liability insurance coverage that includes coverage for animal attacks in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dog and provide proof of the required liability insurance coverage animal control officer;
 - (3) Place warning signs, bearing letters not less than two inches in height, stating "GUARD DOG ON PREMISES" conspicuously around the premises;
 - (4) The dog shall be kept in a secure enclosure, except the guard dog sign shall be used in place of the dangerous animal sign;
 - (5) Allow inspection by the animal control officer, or any official of the city, to ensure compliance with the provisions of this section;
 - (6) Muzzle the dog at all times the dog is not within the secure enclosure; and

- (7) Pay the appropriate fee from the fee schedule in appendix A.
- (b) Any dog found at large wearing a guard dog collar and tag may be destroyed by any peace officer, or any animal control officer, if necessary in the interest of public safety.

Secs. 6-167—6-185. - Reserved.

DIVISION 4. - DANGEROUS ANIMALS

Sec. 6-186. - Dangerous incident report.

- (a) A person may report a dangerous incident involving an animal to the animal control officer. The report must be in writing and made under oath, and the report must include the following:
 - (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal owner, if known;
 - (5) A statement of facts upon which such report or application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.
- (b) The animal control officer, upon receipt of a report filed under this section or upon learning of a dangerous incident, shall investigate the dangerous incident and may issue sworn reports based on the animal control officer's investigation or observation.

Sec. 6-187. - Determination that animal is dangerous.

- (a) If, after performing an investigation of a dangerous incident and receiving the sworn statements of any witnesses, the animal control officer determines the animal is a dangerous animal, the animal control officer shall notify the owner in writing of the determination.
- (b) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a dangerous animal, may appeal the determination of the animal control officer to the municipal court of the city. Upon the filing of an appeal under this

section, the municipal court of the city shall schedule a hearing on the appeal in accordance with section 6-191.

- (c) To file an appeal under subsection (b), the owner must:
 - (1) File a notice of appeal of the animal control officer's dangerous animal determination with the clerk of the municipal court of the city, which must include the name, address, and phone number of the owner;
 - (2) Attach a copy of the determination from the animal control officer; and
 - (3) Serve a copy of the notice of appeal on the animal control officer by mailing the notice through the United States Postal Service.
- (d) An appeal filed under subsection (b) shall be considered effective on the date it is postmarked by the United States Post Office or hand-delivered to the clerk of the municipal court of the city.
- (e) Upon filing an appeal under subsection (b), the owner shall immediately deliver the animal to the animal control officer, and the city shall provide for the impoundment of the animal in secure and humane conditions pending an order of disposition from the municipal court of the city.
- (f) If the owner fails to deliver the animal as required by subsection (e), the court shall issue a warrant authorizing the seizure of the animal. The animal control officer shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the city may prescribe the amount of the fees. The animal shall remain impounded pending an order of disposition from the municipal court of the city.

Sec. 6-188. - Knowledge of a dangerous animal.

For purposes of this division, a person learns he or she is the owner of a dangerous animal and is subject to the requirements in section 6-189 upon the occurrence of any of the following:

- (1) The owner knows of a dangerous incident involving the animal;
- (2) The owner is notified by the animal control officer that the animal is a dangerous animal; or
- (3) The owner is notified by the municipal court that the court has upheld the animal control officer's determination that the animal is a dangerous animal.

Sec. 6-189. - Requirements of a dangerous animal.

- (a) Not later than the 30th day after a person learns that the person is the owner of a dangerous animal:
- (1) The person shall:
- a. Register the animal with the animal control officer for the city and maintain current registration at all times;
 - b. Restrain the animal in a secure enclosure that is clearly marked as containing a dangerous animal and inspected and approved by the animal control officer;
 - c. Not permit the animal to be outside the secure enclosure unless the animal is muzzled, in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal, and restrained by a substantial chain or leash, no longer than six feet in length, and a capable person is in immediate physical control of the leash;
 - d. Obtain and maintain liability insurance coverage that includes coverage for animal attacks in an amount of at least \$100,000.00 to cover damages resulting from an attack by the animal and provide proof of the required liability insurance coverage animal control officer;
 - e. Present proof to the animal control officer that the animal has been sterilized so as to prevent reproduction;
 - f. Pay any cost or fee assessed by the city in the amount set by the city council that is related to the seizure, acceptance, impoundment, compliance inspection or re-inspection, or destruction of the animal;
 - g. Microchip the animal and register the animal for its life with a national registry, and present proof to the animal control officer;
 - h. Provide the animal with a fluorescent yellow collar visible at 50 feet in normal daylight; and
 - i. Comply with all applicable regulations, requirements, and restrictions on dangerous animals; or
- (2) The person shall deliver the animal to the animal control officer and the animal control officer shall provide for the impoundment of the animal in humane and secure conditions.

- (b) Once in compliance with subsection (a), the owner of a dangerous animal shall maintain compliance with subsection (a) at all times thereafter.

Sec. 6-190. - Failure to comply.

- (a) Any person may make a sworn application to the municipal court of the city that the owner of a dangerous animal has failed to comply with section 6-189 or that a dangerous animal has attacked a person or another animal. Upon the filing of a sworn application under this section, the municipal court of the city shall schedule a hearing on the application in accordance with section 6-191.
- (b) A sworn application under this section must include:
 - (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal owner, if known;
 - (5) A statement of facts upon which the application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.
- (c) Upon the filing of a sworn application under this section, the municipal court of the city shall order the animal control officer to seize the dangerous animal and shall issue a warrant authorizing the seizure. The animal control officer shall seize the dangerous animal or order its seizure and shall provide for the impoundment of the dangerous animal in secure and humane conditions. The owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dangerous animal. The governing body of the city may prescribe the amount of the fees. The dangerous animal shall remain impounded pending an order of disposition from the municipal court of the city.
- (d) If, after a hearing on an application filed under this section, the municipal court of the city finds that the owner of the dangerous animal has failed to comply with section 6-189 or that the dangerous animal has attacked a person or another animal, the municipal court of the city shall order the animal control officer to humanely destroy the dangerous animal, that the dangerous animal be permanently removed from the city, or that the dangerous animal be returned to the owner upon proof of compliance with all of the requirements of

section 6-189. No dangerous animal shall be ordered returned to its owner more than one time. The court may also order the owner of the dangerous animal to pay all costs or fees assessed by the city related to the seizure, acceptance, impoundment, and destruction of the dangerous animal due to the sworn complaint filed under this section.

- (e) If, after a hearing on an application filed under this section, the municipal court finds that the owner of the dangerous animal has not failed to comply with section 6-189 and that the dangerous animal has not attacked a person or another animal, the municipal court shall order that the animal control officer immediately release the dangerous animal to the owner, and the owner shall not be responsible for the costs of seizure or impoundment of the dangerous animal due to the sworn complaint filed under this section.
- (f) A dangerous animal ordered to be humanely destroyed or permanently removed from the city shall remain impounded until the dangerous animal is humanely destroyed or until the owner reclaims the dangerous animal under section 6-195(a).
- (g) Notwithstanding any other law or local regulation, a dangerous animal shall not be destroyed during the pendency of an appeal under section 6-192.
- (h) If the owner of a dangerous animal seized due to a sworn application filed under this section cannot be located within 15 days after the seizure and impoundment of the dangerous animal, the dangerous animal shall be considered abandoned and the city shall be deemed the owner of the dangerous animal. The court shall order the humane destruction of a dangerous animal abandoned under this section upon application of the animal control officer, without a hearing.

Sec. 6-191. - Hearing.

- (a) The municipal court of the city, on receiving notice of appeal under section 6-187(b) or a sworn application under section 6-190(a), shall set a time for a hearing to determine whether the animal is a dangerous animal or whether the owner of the animal has complied with section 6-189 or the dangerous animal has attacked a person or another animal. A hearing under this section must be held not later than the tenth day after the date on which the animal is seized or delivered.
- (b) The court shall give written notice of the time and place of the hearing to:
 - (1) The owner of the animal or the person from whom the animal was seized or who delivered the animal;
 - (2) The person who made the report or filed the application; and
 - (3) The animal control officer.
- (c) Any interested party, including the city attorney, is entitled to present evidence at the hearing.

- (d) At a hearing under this section, the court shall determine the estimated costs to house and care for the impounded animal during any appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.
- (e) An owner or the person who made the report or filed the application may appeal the decision of the municipal court of the city at a hearing under this section in the manner described by section 6-192.
- (f) An animal that is the subject of a proceeding under this division shall remain impounded throughout the pendency of any appeal of a determination or order under this division.

Sec. 6-192. - Appeal.

- (a) A party to an appeal under section 6-187(b) or a hearing on an application filed under section 6-190(a) may appeal the decision to a county court or county court at law in the county in which the municipal court is located and is entitled to a jury trial on request.
- (b) As a condition of perfecting an appeal, not later than the tenth calendar day after the date the decision is issued by the municipal court, the appellant must file a notice of appeal and, if applicable, an appeal bond in the amount determined by the municipal court from which the appeal is taken.
- (c) Notwithstanding V.T.C.A., Government Code § 30.00014, or any other law, a person filing an appeal from a municipal court under subsection (a) is not required to file a motion for a new trial to perfect an appeal.
- (d) Notwithstanding any other law, a county court or a county court at law has jurisdiction to hear an appeal filed under this section.
- (e) A decision of a county court or county court at law under this section may be appealed in the same manner as an appeal for any other case in a county court or county court at law.

Sec. 6-193. - Notices.

All required notices under this division shall be personally delivered or deposited with the United States Postal Service, sent certified mail, return receipt requested. When the city mails a notice in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

Sec. 6-194. - Registration.

- (a) The animal control officer shall annually register a dangerous animal if the owner:

- (1) Presents proof satisfactory to the animal control officer showing compliance with all the requirements contained in section 6-189(a)(1);
 - (2) Presents proof of current rabies vaccination of the dangerous animal, if required by this chapter; and
 - (3) Pays the annual registration fee of \$100.00.
- (b) The animal control officer shall provide to the owner registering a dangerous animal a registration tag. The owner of the dangerous animal shall attach the current registration tag to the yellow fluorescent collar that is worn by the dangerous animal. The current registration tag shall be displayed on the dangerous animal in this manner at all times. The registration of a dangerous animal shall be valid for one year from the date of issuance.
 - (c) If an owner of a dangerous animal sells or moves the dangerous animal to a new address, whether in the city or not, the owner, not later than the tenth day after the date of the sale or move, shall notify the animal control officer of the new address.
 - (d) If the owner of a dangerous animal sells or gives a dangerous animal to another person, the owner shall notify the other person at the time of the sale or gift that the animal has been determined to be a dangerous animal.
 - (e) A person who buys or receives a dangerous animal and continues to keep the animal in the city must register the animal within ten days after receiving the animal. The new owner shall be issued a registration tag upon compliance with the requirements of subsection (a).
 - (f) An owner of a dangerous animal shall notify the animal control officer of any attack the dangerous animal makes on a person or another animal within five days of the attack.
 - (g) An animal, which has been deemed dangerous in another jurisdiction, shall not be maintained, kept, or harbored in the city.
 - (h) In the event a dangerous animal dies, the owner of the animal shall provide proof to the animal control officer or present written verification by a licensed veterinarian sufficient to verify the identity of the deceased animal as a dangerous animal.

Sec. 6-195. - Dangerous animal ordered removed from the city.

- (a) The owner of a dangerous animal that is ordered to be permanently removed from the city must provide to the animal control officer the plan for removal of the dangerous animal from the city and the name, address, and phone number for the place where the dangerous animal will be relocated outside of the city before the dangerous animal will be released to the owner. Upon receipt of the required information, the animal control officer shall release the dangerous animal to the owner to be removed from the city. A dangerous animal ordered to be permanently removed from the city must be removed from the city within ten days of the date of the order.

- (b) If the owner does not provide the information required by subsection (a) to the animal control officer and reclaim the dangerous animal within ten days of the order of the municipal court of the city, the dangerous animal shall be deemed abandoned by the owner and the city shall be deemed the owner of the dangerous animal. A dangerous animal ordered to be removed from the city under this division must be removed from the city within ten days of the date of the order. Upon application by the animal control officer, without a hearing, the court shall order that a dangerous animal deemed to be abandoned under this subsection be humanely destroyed.
- (c) It shall be unlawful for a person to harbor, keep, or have possession of a dangerous animal previously ordered to be removed from the city under this division within the corporate limits of the city.
- (d) The animal control officer or any officer enforcing this division shall seize any dangerous animal that has been previously ordered to be removed from the city and is found to be at any location within the corporate limits of the city. Upon seizure, the animal control officer shall provide for the impoundment of the dangerous animal in humane and sanitary conditions.
- (e) Upon application by the animal control officer, without a hearing, the court shall order that a dangerous animal that was previously ordered to be removed from the city and later found to be in the city be humanely destroyed.

Sec. 6-196. - Nuisance declared.

It is hereby declared to be a nuisance that an owner or other person harbors, keeps, or maintains a dangerous animal in the city unless the owner complies with the requirements of this division and, with respect to dogs, all state statutes regulating dangerous dogs.

Sec. 6-197. - Offenses.

- (a) A person commits an offense if the person is the owner of a dangerous animal and the dangerous animal makes an unprovoked attack on another person outside the animal's enclosure and causes bodily injury to the other person.
- (b) A person commits an offense if the person is the owner of a dangerous animal and the dangerous animal makes an unprovoked attack on another animal while the dangerous animal is ~~at large~~at large, and the attack causes bodily injury or death to the other animal.
- (c) A person commits an offense if the person is the owner of a dangerous animal and performs an act prohibited or fails to perform an act required by this division.
- (d) A person commits an offense if the person is the owner or new owner of a dangerous animal and the animal attacks a person or another animal and the owner fails to notify the animal control officer within five days of the attack.

- (e) An offense under subsection (a), (b), (c), or (d) is a class C misdemeanor punishable by a fine up to but not more than \$2,000.00. Each day that a violation is committed or continues is a separate offense.
- (f) If a person is found guilty of an offense under this section, the court may order that the animal be humanely destroyed immediately, that the animal be permanently removed from the city, or that the animal be returned to its owner upon proof of compliance with all of the requirements of section 6-189. If a person is found guilty of an offense under this section for a second time, the court may order that the animal be humanely destroyed immediately or that the animal be permanently removed from the city.

Sec. 6-198. - Defenses.

- (a) It is an affirmative defense to prosecution under section 6-197 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal in connection with that position.
- (b) It is an affirmative defense to prosecution under section 6-197 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses the dog for law enforcement or corrections purposes.
- (c) It is an affirmative defense to prosecution under section 6-197 that the person is a dog trainer or an employee of a guard dog company under V.T.C.A., Occupations Code ch. 1702.
- (d) It is an affirmative defense to prosecution under section 6-197 that the person injured was teasing, tormenting, abusing, or assaulting the animal.
- (e) It is an affirmative defense to prosecution under section 6-197 that the person injured was committing or attempting to commit a crime.
- (f) It is an affirmative defense to prosecution under section 6-197 that the animal was protecting or defending a person, while in the person's control, from an unjustified attack or assault.

Secs. 6-199-6-210. Reserved.

ARTICLE V. - IMPOUNDMENT

Sec. 6-211. - Animals which may be impounded.

The following animals may be impounded:

- (1) Cats and dogs not exhibiting evidence of being vaccinated or registered, as described in this chapter;
- (2) Any animal infected or kept under conditions which could endanger the public or animal health;
- (3) Any animal that creates a nuisance;
- (4) Any animal found at large as described in section 6-71;
- (5) Any animal treated in a manner determined by the animal control officer, or any peace officer to be cruel or inhumane as defined in V.T.C.A., Penal Code § 42.09;
- (6) Any animal that has bitten a human being, or needs to be placed under rabies quarantine, as determined by the animal control officer or any peace officer; and
- (7) Any animal owned, kept or harbored in violation of any provision of this chapter.

Sec. 6-212. – Confinement of animal on the premises of another.

If any animal is found on the premises of any person, the owner or occupant of the premises shall have the right to confine such animal in a humane manner until the animal control officer can be notified to come and impound such animal. When so notified, it shall be the duty of the animal control officer to have such animal impounded as provided in this article. It shall be unlawful for the owner, or any other person, to remove such animal so confined.

Sec. 6-213. – Private property.

In the event the animal is on fenced private property, and is in obvious physical distress due to illness, injury or any situation of entanglement or entrapment that threatens the animal's life or well-being, and the owner or the owner's representative cannot be located, the animal control officer or any peace officer may enter the property, other than a dwelling, without a warrant, to relieve the animal from the situation or remove the animal for medical treatment.

Sec. 6-214. – City to establish an impoundment facility.

The city shall select and establish a place for impounding all animals impounded under any provision of this chapter.

Sec. 6-215. – Animal control officer to notify owner of impounded animal.

Reasonable effort shall be made by an animal control officer to contact the owner of any impounded animal which is wearing a current registration tag; however, final responsibility for location of an impounded animal is that of the owner.

Sec. 6-216. – Redemption of impounded animals by owner.

The owner may take possession of any impounded animal upon payment of impoundment fees and handling fees as listed in appendix A and any veterinarian bills incurred by animal control for the welfare of the animal and upon compliance with vaccination and registration provisions of this Code, except as prohibited in this section:

- (1) Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by the court of jurisdiction; and
- (2) If any animal is being held under quarantine or observation for rabies, the owner shall not be entitled to possession until it has been released from quarantine.

Sec. 6-217. – Tampering with vehicle, traps, equipment or building.

- (a) It shall be unlawful for any person, without proper authority, to turn out or release, or cause to be turned out or released, or aid or abet the turning out or releasing of any animal from any impoundment vehicle, trap or facility.
- (b) It shall be unlawful to remove, damage or otherwise tamper with any traps, equipment or impoundment facility belonging to the city.

Sec. 6-218. – Impoundment fees and handling charges.

- (a) *Classification.* Impoundment fees are listed on the fee schedule in appendix A by classification, the classes are:
 - (1) *Class A:* Dogs and cats.
 - (2) *Class B:* Small livestock.
 - (3) *Class C:* Large livestock.
 - (4) *Class D:* Wild animals: For wild animals requiring capture by division personnel.
 - (5) *Class E:* Other: Any other animal, fowl or reptile, each animal.
 - (6) *Class F:* Dead animals: Removal of a dead animal from private property.
- (b) *Daily handling fees.*

- (1) A daily handling fee shall be charged for every night that an animal is at the animal shelter. Such fee shall be based upon the class of animal enumerated in subsection (a) of this section and is listed on the fee schedule in appendix A.
 - (2) In addition to the daily handling fees, the owner of an impounded animal will reimburse the city for any special food or equipment, purchased or rented, to provide proper care for the impounded animal.
- (c) *Observation fee for animals in quarantine.*
 - (1) The owner of any animal held in quarantine for observation purposes shall pay the quarantine fee from the fee schedule in appendix A. This is in addition to any impoundment fee.
 - (2) If, however, the victim was unlawfully trespassing on the premises where the animal was being kept, and the animal was in no violation of any part of this chapter, the victim shall be responsible for the quarantine fee.
- (d) *Protective custody.* Any animal may be placed under protective custody when the owner of the animal has been arrested, hospitalized, is missing or has died and there is no person present who is 16 years of age or older that will assume the duties of providing food, water, and shelter for such animal.
 - (1) Any animal placed under protective custody may be disposed of in accordance with the terms of section 6-219.
 - (2) Animals held in protective custody will be subject to the daily handling fee plus any impoundment fee or veterinarian expense.

Sec. 6-219. – Disposal of impounded animals.

- (a) If the owner of an impounded animal is known, immediate notice shall be given to the owner. Any impounded animal may be redeemed upon payment of the impoundment fee, care and feeding charges, veterinary charges, rabies vaccination charges and such other costs as set by the animal control officer. If such animal is not redeemed within 72 hours after notification of owner where the owner is known, or within 72 hours after impoundment where the owner is unknown, it shall be deemed abandoned, the city shall be deemed the owner of the animal, and the animal may be placed for adoption, subject to payment of the impoundment fee, care and feeding charges, veterinary charges, rabies vaccination charges, and such other costs as set by the animal control officer, or the animal control officer may humanely euthanize said animal by injection or other humane means commonly used by such officials.
- (b) Any impounded wild animal may be immediately humanely euthanized or transferred into the custody of a proper entity as may be deemed appropriate by an animal control officer.

- (c) Any impounded animal that appears to the animal control officer and at least one other credible witness to be suffering from extreme injury, illness, hunger or other condition may be euthanized immediately.
- (d) An owner who wishes to voluntarily surrender an animal may leave the animal in the animal control officer's custody if the animal is registered with the city and the owner:
 - (1) signs a written waiver supplied by the animal control officer allowing the animal to be euthanized if the animal is deemed unadoptable; and
 - (2) pays the appropriate fee from the fee schedule.
- (e) However, no warm-blooded animal that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period.

Sec. 6-220. – Adoption of impounded animals.

- (a) Any impounded animal that is abandoned under Sec. 6-219(a) may be given up for adoption.
- (b) An individual may adopt a dog or cat from the city animal shelter if all of the following conditions have been satisfied:
 - (1) The animal has been classified as adoptable by the animal control officer;
 - (2) The prospective adopter has proper facilities to care for the animal;
 - (3) The animal control officer verifies that the animal has been properly vaccinated and spayed or neutered, or arranges for the animal to be vaccinated and spayed or neutered prior to adoption;
 - (4) The prospective adopter shall pay in full the appropriate fee from the fee schedule as provided in appendix A, plus the current cost incurred by the city for vaccinating and spaying/neutering the animal, as provided in subsection (b)(3) of this section. The current costs for such services shall be posted in the animal services center.
 - (5) The prospective adopter shall pay in full the appropriate registration fee.
- (c) The animal control officer may refuse to allow a person to adopt a dog or cat when there is reason to believe:
 - (1) The person would not be able to obtain a registration certificate under the restrictions of this chapter;

- (2) The person would not have proper facilities to contain or care for the animal, as required by this chapter;
- (3) The person wants the dog or cat for the purpose of resale, breeding or purposes other than pet ownership; or
- (4) The dog or cat would be a hazard to humans or other animals.

Secs. 6-221—6-240. – Reserved.

ARTICLE VI. - RABIES CONTROL

Sec. 6-241. - Authority of animal control officer to order quarantine of animal.

The animal control officer shall have the authority to order the quarantine of animals responsible for bite incidents, or suspected of having any zoonotic disease considered to be a hazard to the human population, or other animals. All animal bite reports shall be investigated by animal control. The animal control officer shall direct the disposition of any animal suspected of being rabid or having any other zoonotic disease considered to be hazardous to any other animal or human being.

Sec. 6-242. – Quarantine of animals which have bitten.

- (a) Every animal that bites a human or attacks another animal in an unnatural manner, shall be immediately confined by the owner, who shall promptly notify the animal control officer of the place where such animal is confined and the reason therefor. The owner shall not permit the animal to come in contact with any other person or animal. The owner shall surrender possession of such animal to the animal control officer on demand for supervised quarantine. Supervised quarantine shall be at the animal shelter or a veterinary hospital. The quarantine shall not be for less than ten days, not including the day of the bite. A release from quarantine may be issued if a veterinarian determines that the quarantined animal does not show the clinical signs of rabies.
- (b) Any veterinary hospital possessing any quarantined animal shall immediately notify the animal control officer if such animal escapes, or becomes or appears to become sick, or dies; and, in case of death of the animal while under quarantine, shall immediately surrender the dead animal to the animal control officer for diagnostic purposes.
- (c) If the owner of a quarantined animal does not reclaim the animal within four days after the expiration of the quarantine period, the animal may be disposed of as described in section 6-219 above.
- (d) Home quarantine may be allowed, but only in the sole discretion of the animal control officer. The animal control officer may allow home quarantine if all criteria for home quarantine in any applicable state laws and regulations are met, and if the animal control officer is satisfied, in the officer's sole discretion, that the animal's owner understands, and

will abide by, both the applicable provisions of state law and regulations and the current rules for home quarantine as issued by the Richland Hills Animal Control Division.

- (e) If the animal control officer authorizes home quarantine, the animal control officer shall provide instructions to the owner that read as follows:

“INSTRUCTION SHEET FOR HOME
QUARANTINE

Rabies is a virus that is spread through the saliva of a contagious animal. An infected animal is contagious for up to ten days before its death. Infection occurs when the infected saliva comes in contact with blood through a break in the skin. Bites, obviously, but even scratches can be infected with the virus. Soap and water immediately after a bite/scratch is the best prevention of infection, but quarantine of the animal is the only way to know for sure if further steps are needed. The virus spreads slowly from the injury, through the muscle tissue to the nerves and eventually to the brain. The current post exposure rabies vaccine has been 100 percent effective when given before the virus enters the nerve. ~~However~~However, after the virus is in the nerve, it cannot be stopped and is 100 percent fatal. This is why quarantine is so important, and the reason that the rules of quarantine must be strictly followed.

The following rules must be strictly adhered to in order to limit any potential spread of the virus:

- (1) The animal must be isolated from all persons except for the person feeding or otherwise caring for the animal. The animal must be kept in a separate room, garage or outside pen, and no access is to be allowed to anyone other than the caregiver. Any people exposed to the animal will most likely be required to receive the post exposure shots if the animal tests positive for rabies.
- (2) The quarantined animal cannot be moved to any location other than that approved in writing by the city. If the caregiver cannot be available to tend the animal, or the animal must be moved, the animal shall be taken to the animal services center or a veterinarian.
- (3) The quarantined animal shall not be allowed in the same room, yard or pen with any other animal. Chain link fencing is not adequate separation between the quarantined animal and other animals in the yard or on adjacent property because chain link fencing allows nose-to-nose contact.
- (4) The quarantined animal must not be allowed to escape, taken for walks on a leash, or released for a nature call.
- (5) The quarantined animal must be checked by a veterinarian on the first and last day of the quarantine confinement.”

Sec. 6-243. – Killing or removing animal suspected of rabies or placed under quarantine prohibited.

Without permission of the animal control officer, it shall be unlawful for any person to kill or remove from the city limits any animal that has bitten a person or other animal, or that is placed under quarantine, except when it is necessary to kill such animal to protect the life of any person or other animal. If any such animal must be killed, the animal's body must be surrendered to the animal control officer for proper testing.

Sec. 6-244. – Surrender of carcasses of dead animals suspected of rabies.

The carcass of any dead animal exposed to rabies, or suspected of having been rabid, shall, upon demand, be surrendered to the animal control officer for proper testing.

Sec. 6-245. – Disposition of animals exposed to rabies.

- (a) Any person having knowledge of the existence of any animal known to have been, or suspected of being, exposed to rabies must immediately report such knowledge to the animal control officer or city health inspector, giving any information which may be required. For any animal known to have been, or suspected of being, exposed to rabies, the animal shall be handled in one of the following manners:
 - (1) Humane destruction, with notification to, or under supervision of, the animal control officer; or
 - (2) quarantined for observation by trained personnel for a period of at least 10 days immediately following the date of the exposure.
- (b) If the animal control officer or a veterinarian determines that a quarantined animal does not show the clinical signs of rabies, it may be released to the owner upon the expiration of the quarantine period; provided the owner has paid all of the reasonable cost of such quarantine and any veterinarian bills. However, if the quarantined animal does show clinical signs of rabies, the animal shall be humanely destroyed and its head or brain submitted to the nearest laboratory, certified by the state department of health for rabies testing.
- (c) No wild animals suspected of being exposed to rabies will be placed in quarantine. All wild animals will be humanely destroyed in such a manner that the brain is not mutilated, and the brain will then be submitted to a laboratory, certified for rabies diagnosis, in order to be tested.

Sec. 6-246. – Unlawful to fail or refuse to surrender animal for quarantine or destruction.

No person shall fail or refuse to surrender an animal for supervised quarantine or humane destruction, as required herein for rabies control, when demand therefor is made by an animal control officer.

Secs. 6-247—6-270. - Reserved.

ARTICLE VII. – LIVESTOCK, RABBITS, FOWL AND OTHER BIRDS

Sec. 6-271. – Keeping of swine prohibited in city.

It shall be unlawful for any person to keep any swine within the city limits.

Sec. 6-272. – Keeping of livestock.

~~It shall be unlawful for any person to keep livestock on any premises without meeting the following requirements:~~ Livestock may be kept in the city in accordance with the following charts:

- (1) ~~One head of livestock may be kept on a lot or tract of land under one ownership containing a minimum of 20,000 square feet within the fenced enclosure for the livestock, said land being properly graded to prohibit runoff onto adjacent property; When dry feeding an owner may keep the following numbers of livestock on a lot or tract in the city:~~

<u>Lot Size</u>	<u>Large Livestock</u>	<u>Small Livestock</u>	<u>Combinations</u>
<u>≤ 1/3 acre</u>	<u>0</u>	<u>0</u>	<u>None</u>
<u>> 1/3 - 2/3 acre</u>	<u>2</u>	<u>6</u>	<u>1 large/3 small</u>
<u>> 2/3 – 1 acre</u>	<u>3</u>	<u>9</u>	<u>1 large/6 small</u> <u>2 large/3 small</u>
<u>> 1 acre – 2 acres</u>	<u>5</u>	<u>15</u>	<u>1 large/12 small</u> <u>2 large/9 small</u> <u>3 large/6 small</u> <u>4 large/3 small</u>
<u>> 2 acres – 3 acres</u>	<u>7</u>	<u>21</u>	<u>1 large/18 small</u> <u>2 large/15 small</u> <u>3 large/12 small</u> <u>4 large/9 small</u> <u>5 large/6 small</u> <u>6 large/3 small</u>
<u>> 3 acres – 4 acres</u>	<u>9</u>	<u>27</u>	<u>1 large/24 small</u> <u>2 large/21 small</u> <u>3 large/18 small</u> <u>4 large/15 small</u> <u>5 large/12 small</u> <u>6 large/9 small</u>

			<u>7 large/6 small</u> <u>8 large/3 small</u>
<u>> 4 acres +</u>	<u>11</u>	<u>33</u>	<u>1 large/30 small</u> <u>2 large/27 small</u> <u>3 large/24 small</u> <u>4 large/21 small</u> <u>5 large/18 small</u> <u>6 large/15 small</u> <u>7 large/6 small</u> <u>8 large/3 small</u>

- (2) ~~An additional 10,000 square feet of land area is required within the fenced enclosure for each additional head of livestock proposed to be kept on the premises.~~When grazing an owner may keep the following numbers of livestock on a lot or tract in the city:

<u>Lot Size</u>	<u>Large Livestock</u>	<u>Small Livestock</u>	<u>Combination</u>
<u>> 1 acre</u>	<u>0</u>	<u>0</u>	<u>None</u>
<u>≥ 1 acre</u>	<u>1</u>	<u>3</u>	<u>None</u>
<u>≥ 2 acres</u>	<u>2</u>	<u>6</u>	<u>1 large/3 small</u>
<u>≥ 3 acres</u>	<u>3</u>	<u>9</u>	<u>1 large/6 small</u> <u>2 large/3 small</u>
<u>≥ 4 acres</u>	<u>4</u>	<u>12</u>	<u>1 large/9 small</u> <u>2 large/6 small</u> <u>3 large/3 small</u>

Sec. 6-273. – Enclosure requirements for ~~small~~ livestock.

~~(a) — An owner must maintain a secure enclosure for all livestock.~~Fencing. Any enclosure, pen, corral, or other restrictive areas for small livestock shall consist of a solid wall stretching from the ground to at least four feet in height, that does not sway or give way when tested by an animal control officer, or shall consist of a fence. Such fence must have at least 16-gauge wire arranged in a grid pattern (hog wire) with the maximum size of any grid in the wire being 7½ inches by 12 inches. This wire pattern must stretch continuously from the ground to at least 32 inches above the ground. Above this wire pattern must be stretched tautly at least two strands of at least 16-gauge wire with one of these strands at least four feet above the ground. The maximum distance allowed between fence posts shall be 15 feet. The fence posts must not sway more than six inches when tested by an animal control officer. Trees may not be used as fence posts.

~~(b) — All enclosures for livestock must be located to the rear of any residence on the lot or tract.~~An enclosure for livestock on a lot or tract without a residence must be located in compliance with the permit for its construction.Gates. ~~Gates for a small livestock enclosure shall be mounted on hinges to a solid wall or fence post and stretch from the ground to at least four feet above the~~

~~ground. Such a gate must connect with another fence post or solid wall in such a manner that small livestock cannot pass through it, and the gate itself must be constructed so that there is not an opening in it larger than 7½ inches by 12 inches. Such gates must have a latch or chain attached, capable of keeping the gate closed when tested by an animal control officer. Gates must be kept closed except when a human being is passing through a gate.~~

~~Sec. 6-274. — Enclosure requirements for large livestock.~~

- ~~(a) — *Fencing.* Any enclosure, corral or restrictive area for large livestock shall consist of a solid wall stretching from the ground to at least four feet above the ground, that does not sway or give way when tested by an animal control officer or shall consist of a fence. Such a fence must have at least 16 gauge wire stretched tautly between fence posts. Such a fence shall have at least four strands of wire with one strand one foot above the ground and one strand at least four feet above the bottom strand. The maximum distance between fence posts shall be 15 feet. The fence posts must not sway more than six inches when tested by an animal control officer. Trees may not be used as fence posts.~~
- ~~(b) — *Gates.* Gates for large livestock shall be mounted on hinges to a solid wall or fence and stretch from one foot above the ground to at least four feet above the ground. Such a gate must connect with another fence post or solid wall in such a manner that large livestock cannot pass through it, and the gate itself must be constructed so that there is not an opening in it large enough for large livestock to pass through. Such gates must have a latch or chain attached capable of keeping the gate closed when tested by an animal control officer. Gates must be kept closed, except when a human being is actually passing through a gate.~~

~~Sec. 6-275. — Enclosure requirements when both small and large livestock are kept together.~~

~~—— When small and large livestock are kept together the standards for small livestock must be met.~~

Sec. 6-276. – Restricting confinement of livestock near residences or adjoining residential property.

- (a) It shall be unlawful for any person to keep on-premises under his control, within the city limits, any small or large livestock in such a manner that the livestock will be quartered closer than 50 feet from any human living quarters, other than the owner or keeper's living quarters.
- (b) Any pen or enclosure shall be maintained in such a manner as to be not less than five feet from an adjoining residentially zoned property, unless the owner has written permission from the adjoining property owner.

Sec. 6-277. – Breeding of equines to be confined and controlled.

Male equines (horses) capable of breeding will be confined in such a manner that such animal will not be dangerous to human beings, and all breeding will be under the control of the owner or handler.

Sec. 6-278. – ~~Chickens~~Domesticated fowl.

- ~~(a)~~ (a) — The keeping of domesticated fowl~~chickens~~ on any lot or tract within the corporate limits of the city shall be unlawful ~~except as follows~~unless done in compliance with this section.
- ~~(b)~~ (b) — The occupant(s) of a residentially zoned lot or tract may keep or possess on such property no more than fifteen domesticated fowl, except as provided in subsection (c).~~the following:~~
- ~~(1)~~ (1) — ~~Fifteen hens and no rooster; or~~
- ~~(2)~~ (2) — ~~Fourteen hens and one rooster.~~
- ~~(c)~~ (c) — No more than one (1) ~~rooster~~male domesticated fowl of each species may be kept on any lot or tract.
- ~~(d)~~ (d) — ~~Chickens~~Domesticated fowl must be kept in a coop or pen in the rear of any structure on the property lot or tract and at least 50 feet from adjacent residential structures at all times.
- ~~(e)~~ (e) — If the owner has obtained a current Texas Pullorum-Typhoid Certificate issued by the Texas Veterinary medical Diagnostic Laboratory, the owner may keep up to a maximum of 25 show birds on a residential lot or tract within the corporate limits of the city.

Sec. 6-279. – Rabbits.

- (a) — The occupant(s) of a residentially zoned lot or tract may keep or possess on such property up to three (3) rabbits under the following conditions:
- (1) The lot or tract of land under one ownership contains a minimum of 10,000 square feet;
 - (2) All rabbits are kept in individual cages, unless they have been spayed or neutered;
 - (3) All rabbits are to be caged;
 - (4) Rabbits and cages must be kept at least 50 feet from an adjacent residential structure; and
 - (5) Rabbits and cages must be kept in a manner at to not create a nuisance.
- (b) — Rabbits must be kept in a coop or pen in the rear or any structure on the lot or tract, except that rabbits may be kept in the front yard for grazing purposes between 8:00 AM and 8:00 PM daily.

Secs. 6-280—6-300. - Reserved.

ARTICLE VIII. - COMMERCIAL BUSINESSES

DIVISION 1. - GENERALLY

Sec. 6-301. - Compliance with all regulations required.

Every person engaged in the business of buying, selling, grooming, breeding, showing, exhibiting or boarding of animals must comply with all existing regulations governing such business or show, and shall maintain such animal in compliance with this chapter so as not to endanger the public or animals health or safety, or create a nuisance.

Sec. 6-302. – Records to be kept.

Every person holding a permit under this article shall maintain accurate records of all transactions involving animals. Such records shall show the date, type of animal, animal registration number, and parties to such transaction. Such records shall be kept for a period of one year and must be made available for inspection upon request by the animal control officer.

Secs. 6-303—6-320. - Reserved.

DIVISION 2. - PERMIT

Sec. 6-321. – Required.

No person shall conduct the commercial business of selling, grooming, breeding, showing, exhibiting or boarding of animals without a valid permit from the animal control officer.

Sec. 6-322. – Application.

Application for permit shall be made to the animal control officer on forms furnished by animal control. The application will not be approved until certification has been received from appropriate city officials that the zoning, construction and facility comply with existing ordinances for establishments housing such business. If the permit application is approved by the animal control officer, the permit shall be issued upon payment of the appropriate fee. The animal control officer shall make any inspections necessary to ensure compliance under this section. Animals shall be kept under sanitary conditions so as to not endanger the public or animal ~~health, or~~[health](#) [or](#) create a nuisance.

Sec. 6-323. – Duration and renewal of permit.

All permits issued under this section shall be valid for 12 months from the date of issuance and shall be renewed annually thereafter by proper written application and payment of fee. No permit issued under this section shall be renewed without the approval of the animal control officer. Permits to show or exhibit animals (rodeos, circuses, shows, etc.) shall be valid only for the 30-day period following the issuance. No permit shall be transferable.

Sec. 6-324. – Permit fees.

The permit fees for persons or corporations wishing to hold or operate any type of show or exhibition, grooming establishment, dealership (retail or wholesale distributor), commercial animal related business (not covered by dealer) or commercial stables are listed on the fee schedule in appendix A. Persons requiring more than one such permit shall be charged one fee for all of the permits. Such fee shall be equal to the amount of the highest individual permit fee which would have been charged if the permits had been separately issued.

Sec. 6-325. – Permits to be prominently displayed.

All businesses described in this section must display the required permits in public view at such business.

Sec. 6-326. – Revocation of permits.

The animal control officer may revoke any permit for failure to comply with regulations contained in this article. Revocation may be appealed within ten days.

Sec. 6-327. – Exemptions.

- (a) In cases involving a scientific or educational program, a nonprofit organization, show, exhibition or humane activity, or animals owned by the city, the animal control officer may waive the requirements of this division concerning permits, fees, or conditions within his discretion.
- (b) Licensed veterinarians and veterinary clinics are exempt from this division.

Sec. 6-328.—6.334. - Reserved.

ARTICLE IX. – PENALTY

Sec. 6-335. – Penalty for violations.

- (a) It shall be an offense for any person, firm, or corporation to violate or fail to perform a requirement of any provision of this chapter. Each day that a violation is committed or continues shall be a separate offense.
- (b) An offense under this section shall be a misdemeanor and shall be punishable by a fine not to exceed \$200.00 a day for each violation or occurrence.”

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code are hereby repealed.

SECTION 3

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 4

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

SECTION 5

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.

SECTION 6

The City Secretary of the City of Richland Hills is hereby directed to publish this ordinance to the extent required by law.

SECTION 7

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.

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

CATHY BOURG, CITY SECRETARY

EFFECTIVE DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BETSY ELAM, CITY ATTORNEY

Memorandum

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

From: C. Russell Shelley, Fire Chief

Date: October 25, 2021

Subject: Lease-Purchase Agreement for New Ambulance

Agenda Item:

Consider Texas Municipal Lease-Purchase Agreement for a new ambulance and designate City Manager as an authorized signer of the Agreement

Background Information:

The Fire Department currently operates one frontline ambulance and one reserve ambulance as part of its fleet. The frontline ambulance is a 2017 model with a current mileage of 50,022. The reserve ambulance is a 2011 model with current mileage of 65,302. The reserve was used as a frontline unit from 2011 to 2017 when the current frontline unit was purchased. Typical ambulance life is five years frontline service and five years reserve service. Upon delivery of the new unit, the 2017 model will become our reserve ambulance and the 2011 model will be traded in on the new unit. We are receiving \$27,000 trade in value which we believe is a fair price for the unit given its present mileage and overall condition.

The current plan is to purchase this new ambulance from Frazer Ambulance of Houston through Government Capital Leasing using HGAC cooperative pricing. The terms of the loan are five years with annual payments. The typical build time is 210-240 days from contract signing and notice to proceed. The first payment will be made in FY 2022 upon delivery of the ambulance to the City. With this purchase, we will be in good shape for 5-6 years before it will be necessary to purchase another replacement.

Financial Considerations:

The total cost of the ambulance and loose equipment is \$299,854.52 with annual payments of \$65,171.75 commencing on delivery of the ambulance next summer. Funding for the purchase of a new ambulance was approved in the FY 2022 General Fund Budget.

Legal Review:

The City Attorney has reviewed the Lease-Purchase Agreement

Board/Citizen Input:

N/A

Attachments:

Texas Municipal Lease-Purchase Agreement

Council Action Requested:

Motion to approve the Texas Municipal Lease-Purchase Agreement for a new ambulance and authorize City Manager to sign the Agreement

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT **No.9691** (hereafter referred to as "Agreement") dated as of **October 25, 2021**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Richland Hills**, a political subdivision or agency of the State of Texas (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee for the Lease Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The Lessee shall deliver notice to Lessor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement. Upon any such termination of this Agreement, all of Lessee's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

- (a)** Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
- (b)** Lessee has budgeted and appropriated for the current fiscal period sufficient funds to make the Lease Payments scheduled to come due in the current fiscal period and all other Payments expected to come due in the current fiscal period; Lessee currently expects to budget and appropriate sufficient funds to pay the Lease Payments coming due hereunder in each future fiscal period, but the decision whether to budget and appropriate funds for any future fiscal period is solely within the discretion of the then-current governing body of Lessee;
- (c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;
- (d)** Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;
- (e)** Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future.
- (f)** No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(g) Lessee will pay the Lease Payments due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.



6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insured as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverage together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall indemnify, to the extent permitted by law, and save harmless, Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSEE (THE "VENDOR") HAVE MADE TO LESSEE IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSEE ACQUIRED THE PROPERTY ARE HEREBY RETAINED BY LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE, AND MAKES, NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 20 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, Lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property.

16. Assignment. Without Lessor's prior written consent, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of **(i)** an Event of Default hereunder and for so long as such Event of Default is continuing, or **(ii)** termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security interests herein above granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2021. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee will take no action that would cause the interest portion of the Lease Payments to become coverage in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease Payments does not become coverage in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(c) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(d) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(e) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(f) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(g) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(h) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(i) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(j) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(k) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(l) In accordance with Texas Government Code sections 2271.001-2271.002, Lessor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

(m) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2021.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Drive
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: City of Richland Hills

Candice Edmondson, City Manager
3200 Diana Drive
Richland Hills, TX 76118

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.9691 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Richland Hills
dated as of October 25, 2021

QTY	DESCRIPTION
Ambulance and First Responder Equipment as follows:	
One (1)	New Frazerbilt Ambulance and First Responder Equipment - 2022 Ford F-450 Chassis, Diesel. 4x2. Regular Cab. 108" Cab to Axle, Ford Race Red - Type I 14' Module -Side Entry Door Forward of Front 1/0 Configuration - CAAS Unit - Clamp Box-Safety Arm, Stryker - Arm-Safety Arm System, Right Side - Bracket-Pro Serie 35-LP-15, Assembly. HD - Heat Shielding for Diesel Chassis - Suspension: LiquidSpring - Wheel type: Stainless steel covers - Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator - Road Force Elite tire and wheel balancing - Chassis Steps: ArcRite with Sure Grip - Grille Guard: Full Replacement Bumper - 10" and 12" Air Horns - Siren Amplifier: Howler - 120V generator-powered electrical system independent of the chassis electrical - 120V self-contained module heater & proprietary best-in-class air conditioner - Easily accessible electrical compartment located on exterior of vehicle - All aluminum module construction - No wood products! - Shear-plate method of attachment securing the module to the chassis - All aluminum powder-coated 12" deep interior cabinetry - Seamless cushions - All LED emergency warning and scene lighting - All LED interior ceiling lights - 120VAC outlets conveniently located throughout unit - Three oxygen outlets - Action area with hinged service access panel to back of oxygen outlets and switches
One (1)	Power-PRO XT - PR Cot Retaining Post - Power Pro Standard Components - X-RESTRAINT PACKAGE - DOM SHIP (NOT HI, AK, PR, GM) - ONE PER ORDER, MANUAL, ENG OPT Trendelenburg - No Steer Lock Option - Short Hook - Power-LOAD Compatible Option - 120V AC SMRT Charging Kit - GREY XPS MATTRESS OPTION - XPS Option - Retractable Head Section 02 - NO RUNNER - 3 Stage IV Pole PR Option - STANDARD FOWLER - LABEL, WIRELESS - Head End Storage Flat - Base Storage Net - Equipment Hook

EXHIBIT A - Continued
DESCRIPTION OF PROPERTY

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.9691 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Richland Hills
dated as of October 25, 2021

QTY	DESCRIPTION
Ambulance and First Responder Equipment as follows:	
One (1)	MTS POWER LOAD
One (1)	LIFEPAK 15 V4 Monitor/Defib • Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load 1330-001365) per device, 1 Svc Manual CD (2650 f-003612) per order
One (1)	Paper; RC-4, Patient Cable, 4 rit.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment
One (1)	Station Battery Charger For the LP 15
One (1)	LP 15 Lithium-Ion Battery 5.7amp hrs
One (1)	Masimo™ Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable
One (1)	Masimo™ Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.
One (1)	NIBP Cuff-Reusable, Infant
One (1)	NIBP Cuff-Reusable, Child
One (1)	NIBP Cuff -Reusable, Large Adult
One (1)	NIBP Cuff-Reusable, Adult X Large
One (1)	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001)
One (1)	LIFEPAK 15 Carry case top pouch
One (1)	LIFEPAK 15 Carry case back pouch
One (1)	4G Modem: Verizon Cellular

PROPERTY LOCATION:

Richland Hills Fire Department
3201 Diana Drive
Richland Hills, TX 76118

EXHIBIT B
>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

Texas Lease-Purchase Agreement **No.9691** ("THE AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation and

the **Lessee:** City of Richland Hills

Schedule dated as of November 10, 2021

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	11/10/2022	\$65,171.75	\$8,509.38	\$56,662.37	N/A
2	11/10/2023	\$65,171.75	\$6,901.40	\$58,270.35	N/A
3	11/10/2024	\$65,171.75	\$5,247.78	\$59,923.97	\$126,813.67
4	11/10/2025	\$65,171.75	\$3,547.24	\$61,624.51	\$63,987.97
5	11/10/2026	\$65,171.75	\$1,798.43	\$63,373.32	\$1.00
Grand Totals		\$325,858.75	\$26,004.23	\$299,854.52	

Interest Rate: 2.838%

Accepted by Lessee: _____
Candice Edmondson, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.9691 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Richland Hills
dated as of October 25, 2021

I, Cathy Bourg, do hereby certify that I am the duly elected or appointed and acting City Secretary (Keeper of the Records), of City of Richland Hills, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Texas Municipal Lease-Purchase Agreement dated as of October 25, 2021, between such entity and Government Capital Corporation.

Name

Title

Signature

Candice Edmondson

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2021.

By Lessee:

Cathy Bourg, City Secretary

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. **"Lessor or its Assigns"** should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance—(PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

INSURANCE AGENT'S EMAIL ADDRESS: _____

PHONE NUMBER: _____ POLICY NUMBER: _____

I, Candice Edmondson, City Manager, of City of Richland Hills ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of October 25, 2021, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

(PLEASE FILL OUT PRIMARY USE BELOW)

PRIMARY USE--_____

The undersigned hereby represents that the use of the Property is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

By Lessee:

Candice Edmondson, City Manager

For Lessee: City of Richland Hills

RESOLUTION

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING AN **"AMBULANCE AND FIRST RESPONDER EQUIPMENT"**.

WHEREAS, City of Richland Hills the "City" desires to enter into that certain Lease-Purchase Agreement No. 9691, by and between City of Richland Hills and Government Capital Corporation, for the purpose of financing an **"Ambulance and First Responder Equipment"**. The City desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate the City Manager as an authorized signer of the Agreement.

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

Section 1. That the City enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing an **"Ambulance and First Responder Equipment"**.

Section 2. That the Lease Purchase Agreement dated as of October 25, 2021, by and between the City of Richland Hills and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Richland Hills will designate the City Manager or the City Manager designee, as an authorized signer of the Lease Purchase Agreement Number 9691 dated as of October 25, 2021, by and between the City of Richland Hills and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Agreement.

Section 4. That the City will use finance agreement proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____,
seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is
effective this _____, 2021.

Lessee: City of Richland Hills

Witness Signature

Edward Lopez, Mayor

Cathy Bourg, City Secretary

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT **No.9691** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Richland Hills
TAX ID #75-6003948 Dated as of October 25, 2021

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of October 25, 2021 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), City of Richland Hills ("Lessee") and _____ ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of October 25, 2021 (the "Lease"), pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$299,854.52 ("Escrow Amount") for deposit by Agent in the City of Richland Hills Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by GCC, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof. Agent will be entitled to sell or redeem any such investments as necessary to make any distributions required under this Agreement and shall not be liable for any loss resulting from such sale or redemption. In the absence of written investment direction from the GCC, the Agent shall invest and reinvest the amounts in the Fund in Money Market Mutual Funds registered under the Investment Act of 1940.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property (as confirmed in writing by the GCC to the Escrow Agent), this Agreement and the Funds shall terminate, and Agent shall transfer to GCC all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on November 10, 2022 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to GCC; Exhibit "A" attached to the Contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. GCC and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee. Upon the effective date of any resignation, the Escrow Agent shall deliver all cash and other property in the Fund to a successor escrow agent designated by Lessor, and if no successor has been appointed, shall deliver all such cash and other property to the Lessor and all obligations of the Escrow Agent shall cease.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon. Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without gross negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion or instructions of such counsel. The Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its gross negligence or willful misconduct. The Lessor and Lessee jointly and severally agree to indemnify and save Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the gross negligence or willful misconduct of Agent.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties. Lessor may assign its rights and/or obligations at any time with written notice thereof to the other parties hereto.
12. This Agreement may be executed in several counterparts, each of which shall be an original. The parties hereto agree the transactions described herein may be conducted and related documents may be stored by electronic means.
13. Agent shall be entitled to fees and expenses for its regular services as Agent as set forth in its fee letter delivered to the Lessor and Lessee. Additionally, Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Agent shall have a first lien upon all amounts in the Fund for the purposes of paying its fees and expenses. All of the Escrow Agent's compensation, costs and expenses shall be paid by the Lessee unless agreed to by Lessor.

14. In the event of any disagreement between the undersigned or any other person, resulting in adverse claims and demands being made on the Fund, the Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Agent shall not be or become liable to the undersigned for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Agent shall have been notified thereof in writing, signed by all the interested parties.

15. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessor for credit to Lessee subject to the terms of this Agreement. The Lessor and Lessee agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY: _____
Authorized Signer

LESSEE: City of Richland Hills

BY: _____
Candice Edmondson, City Manager

AGENT: _____
BY: _____
Agent Rep, Agent Rep Title

Escrow Disbursement Request Form – Instruction Sheet

***** THE FOLLOWING FORM IS TO PAY YOUR VENDOR FROM THE ESCROW ACCOUNT*****

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can e-mail the Disbursement Form to docdept@govcap.com

WHEN YOU ARE READY TO PAY YOUR VENDOR, PLEASE FOLLOW THE ABOVE PROCEDURES:

Government Capital Corporation
Attn.: Doc. Dept.
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
docdept@govcap.com

ESCROW AGREEMENT - SCHEDULE 1

MUNICIPAL LEASE-PURCHASE AGREEMENT **No.9691** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Richland Hills
dated as of October 25, 2021

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of October 25, 2021 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Richland Hills as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis of any prior request for payment.

PAYEE: (Include W-9) _____

AMOUNT: _____

DESCRIPTION OF PROPERTY: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.)

Lessee: City of Richland Hills

By: _____
Candice Edmondson, City Manager

Lessor: Government Capital Corporation

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Richland Hills as Lessee under that certain Municipal Lease-Purchase Agreement dated as of October 25, 2021 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such property, that such property is fully insured in accordance with Section 10 of the Lease and that such property constitutes all or a portion of the Property as that term as defined in the Lease.

Date of Property/Services Acceptance: _____, 2021.

By Lessee:

Candice Edmondson, City Manager

For Lessee: City of Richland Hills

Request for Taxpayer Identification Number and Certification

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ^a _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ^a	Date ^a

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

^a Under Internal Revenue Code section 149(e)^a See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.^a Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here ^a ☐
1 Issuer's name City of Richland Hills	2 Issuer's employer identification number (EIN) 75-6003948	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Russell Shelley, Fire Chief	3b Telephone number of other person shown on 3a 817-616-3810	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 3200 Diana Drive	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Richland Hills, TX 76118	7 Date of issue November 10, 2021	
8 Name of issue Texas Lease-Purchase Agreement No. 9691	9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Patricia Albrecht, Finance Director	10b Telephone number of officer or other employee shown on 10a 817-616-3810	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$299,854	52
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ^a _____	18		
19a If bonds are TANs or RANs, check only box 19a ^a ☐			
b If bonds are BANs, check only box 19b ^a ☐			
20 If bonds are in the form of a lease or installment sale, check box ^a ☒			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/10/2026	\$ 299,854.52	\$ N/A	3.0559 years	2.838 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22	N/A	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$299,854	52
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A	
25 Proceeds used for credit enhancement	25	N/A	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A	
29 Total (add lines 24 through 28)	29	N/A	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$299,854	52

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ^a		N/A years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ^a		N/A years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ^a		N/A
34 Enter the date(s) the refunded bonds were issued ^a (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ^a (MM/DD/YYYY) _____ c Enter the name of the GIC provider ^a _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ^a ☐ and enter the following information:		
b Enter the date of the master pool bond ^a (MM/DD/YYYY) _____ c Enter the EIN of the issuer of the master pool bond ^a _____ d Enter the name of the issuer of the master pool bond ^a _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ^a ☒		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ^a ☐		
41a If the issuer has identified a hedge, check here ^a ☐ and enter the following information:		
b Name of hedge provider ^a _____ c Type of hedge ^a _____ d Term of hedge ^a _____		
42 If the issuer has superintegrated the hedge, check box ^a ☐		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ^a ☐		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ^a ☐		
45a If some portion of the proceeds was used to reimburse expenditures, check here ^a ☐ and enter the amount of reimbursement ^a _____ b Enter the date the official intent was adopted ^a (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative

_____ Date

Type or print name and title

Candice Edmondson, City Manager

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ^a _____		Firm's EIN ^a _____		
Firm's address ^a _____		Phone no. _____		

Memorandum

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

From: Candice Edmondson, City Manager

Date: October 25, 2021

Subject: Baker Landing Development Agreement

Agenda Item:

Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Background Information:

The Skorburg Company has submitted an application for a zoning change on the property known as 7100 Baker Boulevard and 3209 Ash Park Drive from Mixed Use to Planned Development with a base zoning district of MF-2 Multiple Family Residential Medium Density. The developer is proposing to build an 80-unit multi-family townhome community on the site. The proposed name of the development is Baker Landing.

As part of the proposal, the Skorburg Company is requesting City participation for the project in the amount of \$400,000. The Developer is seeking \$275,000 in reimbursements for public sewer and water improvements and \$125,000 in reimbursements for permit fees.

Financial Considerations:

The Skorburg Company has requested City participation for the project in the amount of \$400,000. Funding for the project is currently available in the TIF Fund.

Legal Review:

The City Attorney has reviewed the Development Agreement

Board/Citizen Input:

The Tax Increment Reinvestment Zone Board will consider the Development Agreement on October 25, 2021 prior to the City Council meeting

Attachments:

Proposed Development Agreement for Baker Landing

Council Action Requested:

Motion to approve Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Memorandum

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

From: Kimberly Sylvester, Chief of Police

Date: October 25, 2021

Subject: Interlocal Agreement for Joint Crime Victim Assistance Program

Agenda Item:

Consider renewal of the Interlocal Agreement for Joint Crime Victim Assistance Program for the cities of North Richland Hills, Haltom City, Richland Hills and Watauga

Background Information:

The Joint Crime Victim Assistance Program originally commenced in 2009 as the Joint Crime Victim Liaison Assistance Program of which the City of Richland Hills acquired a grant to partially fund this program with matching funds from the joint cities of Richland Hills, North Richland Hills, Haltom City and Watauga. The grant was managed by the City of Richland Hills until its term ended on September 30, 2018.

A new grant was applied for and submitted by the City of North Richland Hills for the Joint Crime Victim Assistance Program for a term of 2 years beginning on October 1, 2018 thru September 30, 2020 with an option to extend for one successive two (2) year term. This grant has been managed by the City of North Richland Hills. The grant authorizes one (1) Victim Assistance Coordinator and two (2) Victim Assistance Specialists civilian personnel. There was an oversight in the term ending date of September 30, 2020 and subsequent delayed request for renewal of the interlocal agreement due to the COVID pandemic.

The Victim Assistance Program assisted a total of 443 victims of crime in Richland Hills from 2018-2020 (118 in 2018, 187 in 2019, and 138 in 2020). There was a significant increase between 2018 and 2019 of victims assisted and a decrease in 2020 in large due to COVID restrictions.

The City of North Richland Hills has requested renewal of the Interlocal Agreement to authorize the option of the extension period of one successive two (2) year term which would be retroactive to October 1, 2020 and ending on September 30, 2022. Additionally, the agreement allows for an automatic renewal, pending the availability of funding, for successive one (1) year terms through September 30, 2024. Included in the agreement is a written notice of cancellation clause.

The four cities agreed that North Richland Hills was more adequately staffed to handle the grant management requirements so those duties will remain with North Richland Hills.

Financial Considerations:

The approximate cost for the program has been as follows:

FY 2021: \$6,234.00 which was 9.17% of the shared costs minus the grant funding

FY2022: \$7,456.00 which is 9.37% of the shared costs minus the anticipated grant funding

The shared costs are figured from each cities' last full year's Texas Department of Public Safety Part 1 crime numbers. Funding for the Victim Assistance Program was approved in the FY 2022 Budget.

Legal Review:

The City Attorney has reviewed the proposed changes in the Interlocal Agreement

Board/Citizen Input:

N/A

Attachments:

Interlocal Agreement for Joint Crime Victim Assistance Program

Council Action Requested:

Motion to approve renewal of the Interlocal Agreement for Joint Crime Victim Assistance Program for the cities of North Richland Hills, Haltom City, Richland Hills and Watauga

**INTERLOCAL AGREEMENT
JOINT CRIME VICTIM ASSISTANCE PROGRAM
FOR THE CITIES OF NORTH RICHLAND HILLS, HALTOM CITY,
RICHLAND HILLS, AND WATAUGA TEXAS**

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

The parties to this Agreement ("AGREEMENT"), are the Cities of North Richland Hills ("NORTH RICHLAND HILLS"), Haltom City ("HALTOM CITY"), Richland Hills ("RICHLAND HILLS"), and Watauga ("WATAUGA"), all Home Rule municipalities of Tarrant County, Texas, each acting by and through its duly authorized city manager or mayor.

W I T N E S S E T H:

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA are desirous of partnering to form a joint Crime Victim Assistance Program through information, collaboration and advocacy; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA desire to enter into this Agreement to provide prompt, comprehensive and compassionate victim services to all victims of violent crime, lessen the impact of the crime, aid in survivor's recovery and encourage participation in the criminal justice system; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA desire to respond to the emotional and physical needs of crime victims in the four-city area by providing trained crime victim advocates to assist them throughout the process and beyond once any criminal proceedings are concluded; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act");

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS AND WATAUGA HEREBY AGREE AS FOLLOWS:

Section 1. **Recitals.** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an ~~initial~~ term of two (2) years effective as of commencing on October 1, 2020 and ending September 30, 2022, and subject to the availability of funding, shall may be automatically extended thereafter by mutual consent of the parties hereto for one successive two one (21) year terms through September 30, 2024, unless either party gives written notice of cancellation in accordance with Section 5 of this Agreement.

Section 3. **Scope of Services to be provided by NORTH RICHLAND HILLS.**

NORTH RICHLAND HILLS will be responsible for the management of the Crime Victim Assistance Program.

NORTH RICHLAND HILLS will employ one Victim Assistance Coordinator and two Victim Assistance Specialists civilian personnel.

NORTH RICHLAND HILLS will apply for available grant funding to fund the Crime Victim Assistance Program's personnel, related costs, and equipment needed to effectively provide services to crime victims. Any matching requirements and additional program costs will be shared with the partner cities based on percentages outlined for program expense sharing in the attached exhibit.

NORTH RICHLAND HILLS will apply annually for a continuation of available grant funding to fund, in whole or in part, the Crime Victim Assistance Program.

Section 4. Payments for Services Performed.

HALTOM CITY, RICHLAND HILLS and WATAUGA will pay the sum listed in the corresponding exhibit to NORTH RICHLAND HILLS for the Fiscal Year 2020/21. The amount of charges shall be established based on the adopted Fiscal Year 2020/21 NORTH RICHLAND HILLS Police Department for the Crime Victim Assistance Program as expressed in Exhibit A. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Payments shall be paid by HALTOM CITY, RICHLAND HILLS and WATAUGA to NORTH RICHLAND HILLS in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2020 and each subsequent calendar quarter of NORTH RICHLAND HILLS' fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment amount shall be in accordance with NORTH RICHLAND HILLS' fiscal year Police Department operating budget for the Program adjusted annually to include budgeted increases in operating costs as anticipated to be approved by the NORTH RICHLAND HILLS City Council during the annual budgeting process for the upcoming fiscal year beginning October 1, multiplied by the cost share amount to be determined by each cities' last full year's Texas Department of Public Safety Part 1 crime numbers.

NORTH RICHLAND HILLS shall notify HALTOM CITY, RICHLAND HILLS and WATAUGA of the anticipated program costs by April 1st of each fiscal year for budgeting and planning purposes. The budget submittal will include an itemized detail of the anticipated costs and the associated difference(s) from the previous fiscal year budget. The final costs will be determined and communicated in writing when the NORTH RICHLAND HILLS City Council adopts the NORTH RICHLAND HILLS annual budget, but shall not exceed the estimate by more than 5% unless written notice is given by August 1 that the number is greater. Notwithstanding this limitation, the approved costs for the Crime Victim Assistance Program shall not exceed a 7% increase above the fiscal year costs. The annual cost increase for HALTOM CITY, RICHLAND HILLS and WATAUGA for the Crime Victim Assistance Program shall not exceed the percentage increase of the NORTH RICHLAND HILLS Police Department's annual operating budget.

Section 5. Cancellation.

HALTOM CITY, RICHLAND HILLS and WATAUGA shall have the right to terminate, based on the provisions of this Agreement if NORTH RICHLAND HILLS breaches any of its terms or fails to perform any of its obligations under this Agreement and then fails to cure the breach or failure within thirty (30) days following written notice from HALTOM CITY, RICHLAND HILLS or WATAUGA. [If HALTOM CITY, RICHLAND HILLS, or WATAUGA breaches any of its terms or fails to perform any of its obligations](#)

under this Agreement and then fails to cure the breach or failure within thirty (30) days following written notice from NORTH RICHLAND HILLS, NORTH RICHLAND HILLS shall have the right to terminate or remove the breaching party from the Agreement. If the Agreement is terminated under this paragraph, NORTH RICHLAND HILLS shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to the respective city.

After the initial twelve (12) months of this Agreement, aAny party shall have the right to terminate this Agreement by giving written notice to the other parties at least six (6) months prior to October 1 of the subsequent Fiscal Year for the Crime Victim Assistance Program. All payments by HALTOM CITY, RICHLAND HILLS or WATAUGA to NORTH RICHLAND HILLS shall continue until the cancellation date or as mutually agreed to by all parties.

Section 8. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

City Manager
North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

City Manager
Haltom City
5024 Broadway Ave.
Haltom City, TX 76117

City Manager
Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

City Manager
Watauga
7105 Whitley Rd.
Watauga, TX 76148

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

Executed as of the day and year first identified hereinabove, NORTH RICHLAND HILLS, signing by and through its City Manager, and HALTOM CITY, RICHLAND HILLS and WATAUGA signing by and through its officers or officials duly authorized official action of its governing body.

CITY OF NORTH RICHLAND HILLS:

By: _____
Mark Hindman
City Manager

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED TO FORM:

By: _____
Maleshia B. McGinnis
City Attorney

CITY OF RICHLAND HILLS:

By: _____
Candice Edmondson~~Name~~
City Manager

ATTEST:

By: _____
Cathy Bourg~~Name~~
City Secretary

APPROVED TO FORM:

By: _____
Betsy Elam~~Name~~
City Attorney

CITY OF HALTOM CITY:

By: _____
Name
City Manager

ATTEST:

By: _____
Name
City Secretary

APPROVED TO FORM:

By: _____
Name
City Attorney

CITY OF WATAUGA:

By: _____
Name
City Manager

ATTEST:

By: _____
Name
City Secretary

APPROVED TO FORM:

By: _____
Name
City Attorney

VICTIM ASSISTANCE PROGRAM
FY 19-21
OPERATING BUDGET

	FY20-21 (GRANT YEAR 2)				FY20-21 BILLING			
MUNIS Accounts	GRANT YEAR 2	CASH MATCH YEAR 2 WAIVED 5/1/20	Adopted CCD Budget	TOTAL BUDGET YEAR 2	43.25% NRH	37.07% Haltom City	10.51% Watauga	9.17% Richland Hills
Salaries								
501010 - Regular	\$ 153,727.00			\$ 153,727.00	\$ 66,486.93	\$ 56,986.60	\$ 16,156.71	\$ 14,096.77
501020 - Overtime	\$ 5,279.91			\$ 5,279.91	\$ 2,283.56	\$ 1,957.26	\$ 554.92	\$ 484.17
502240 - Sick Leave Benefit	\$ 300.00		\$ -	\$ 300.00	\$ 129.75	\$ 111.21	\$ 31.53	\$ 27.51
503410 - Hospitalization	\$ 44,943.24		\$ 9,076.00	\$ 54,019.24	\$ 23,363.32	\$ 20,024.93	\$ 5,677.42	\$ 4,953.56
503420 - Worker's Compensation			\$ 4,113.00	\$ 4,113.00	\$ 1,778.87	\$ 1,524.69	\$ 432.28	\$ 377.16
503210 - FICA			\$ 2,359.00	\$ 2,359.00	\$ 1,020.27	\$ 874.48	\$ 247.93	\$ 216.32
503310 - TMRS	\$ 26,063.43		\$ -	\$ 26,063.43	\$ 11,272.43	\$ 9,661.71	\$ 2,739.27	\$ 2,390.02
Total Salaries	\$ 230,313.58	\$ -	\$ 15,548.00	\$ 245,861.58	\$ 106,335.13	\$ 91,140.89	\$ 25,840.05	\$ 22,545.51
General Services								
514110 - Dues and Memberships			\$ 500.00	\$ 500.00	\$ 216.25	\$ 185.35	\$ 52.55	\$ 45.85
Total General Services	\$ -		\$ 500.00	\$ 500.00	\$ 211.60	\$ 185.35	\$ 52.55	\$ 45.85
Sundry								
523170 - Software maintenance			\$ 2,474.00	\$ 2,474.00	\$ 1,070.01	\$ 917.11	\$ 260.02	\$ 226.87
517170 Vehicle lease			\$ 21,600.00	\$ 21,600.00	\$ 9,342.00	\$ 8,007.12	\$ 2,270.16	\$ 1,980.72
513330 - Telephone Service (cell, wifi)			\$ 3,600.00	\$ 3,600.00	\$ 1,557.00	\$ 1,334.52	\$ 378.36	\$ 330.12
581020 - Telephone Allocation			\$ 3,687.00	\$ 3,687.00	\$ 1,594.63	\$ 1,366.77	\$ 387.50	\$ 338.10
581010 - Computer Allocation			\$ 5,676.00	\$ 5,676.00	\$ 2,454.87	\$ 2,104.09	\$ 596.55	\$ 520.49
514040 - Public Safety Training			\$ 8,000.00	\$ 8,000.00	\$ 3,460.00	\$ 2,965.60	\$ 840.80	\$ 733.60
Total Sundry	\$ -	\$ -	\$ 45,037.00	\$ 45,037.00	\$ 19,478.50	\$ 16,695.22	\$ 4,733.39	\$ 4,129.89
Supplies								
531020 - Clothing/Uniforms			\$ 1,200.00	\$ 1,200.00	\$ 519.00	\$ 444.84	\$ 126.12	\$ 110.04
534010 - Data Processing			\$ 3,500.00	\$ 3,500.00	\$ 1,513.75	\$ 1,297.45	\$ 367.85	\$ 320.95
531990 - General Office Supplies			\$ 1,200.00	\$ 1,200.00	\$ 519.00	\$ 444.84	\$ 126.12	\$ 110.04
531070 - Small Office Equipment			\$ 500.00	\$ 500.00	\$ 216.25	\$ 185.35	\$ 52.55	\$ 45.85
531990 - Miscellaneous			\$ 500.00	\$ 500.00	\$ 216.25	\$ 185.35	\$ 52.55	\$ 45.85
Total Supplies	\$ -	\$ -	\$ 6,900.00	\$ 6,900.00	\$ 2,984.25	\$ 2,557.83	\$ 725.19	\$ 632.73
SUBTOTAL	\$ 230,313.58	\$ -	\$ 67,985.00	\$ 298,298.58				
	LESS YEAR 2 GRANT ALLOCATION			\$ (230,313.58)				
	FY21 PROJECTED BILLING			\$ 67,985.00	\$ 29,403.51	\$ 25,202.04	\$ 7,145.22	\$ 6,234.22

Memorandum

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

From: Scott Mitchell, Director of Neighborhood Services

Date: October 25, 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: Patricia Albrecht, Director of Finance and Administrative Services

Date: October 25, 2021

Subject: Quarterly Investment Report

Agenda Item:

Quarterly Investment Report

Background Information:

Staff will provide a quarterly investment update.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action



City of Richland Hills
4th Quarter Investment Report
For the quarter ended
September 30, 2021

City of Richland Hills, Texas
Investment Transactions
Quarter Ending
9/30/2021

Bank	Fund	Name of Account	7/1/2021	Deposits/Withdrawals	Interest	9/30/2021
JP Morgan Chase	1	General Fund Account	10,756,514	(1,372,524)	-	9,383,990
JP Morgan Chase	26	Richland Hills Economic Development Corp	720,843	18,447	-	739,290
JP Morgan Chase	65	Richland Hills Crime Control Fund	349,984	(23,136)	-	326,848
JP Morgan Chase	1	Certificate of Deposit-Maturity 11/2021	169,267	(0)	-	169,267
		Total	11,996,608	(1,377,213)	-	10,619,395
TEXPOOL	1	General Fund	1,397,118	81	81	1,397,199
TEXPOOL	2	Revenue Fund	1,294,703	75	75	1,294,778
TEXPOOL	22	Drainage Fund	113,183	6	6	113,189
TexSTAR	27	2019 GO Bonds	2,054,278	(1,348,965)	32	705,313
TexSTAR	28	2019 Tax Notes	10,796	(10,796)	0	-
TexSTAR	101	ARPA Funds	-	985,329	8	985,329
		Total	4,870,078	(374,270)	202	4,495,808
		Total Holdings	16,866,686.30	(1,751,484)	202	15,115,203

City of Richland Hills

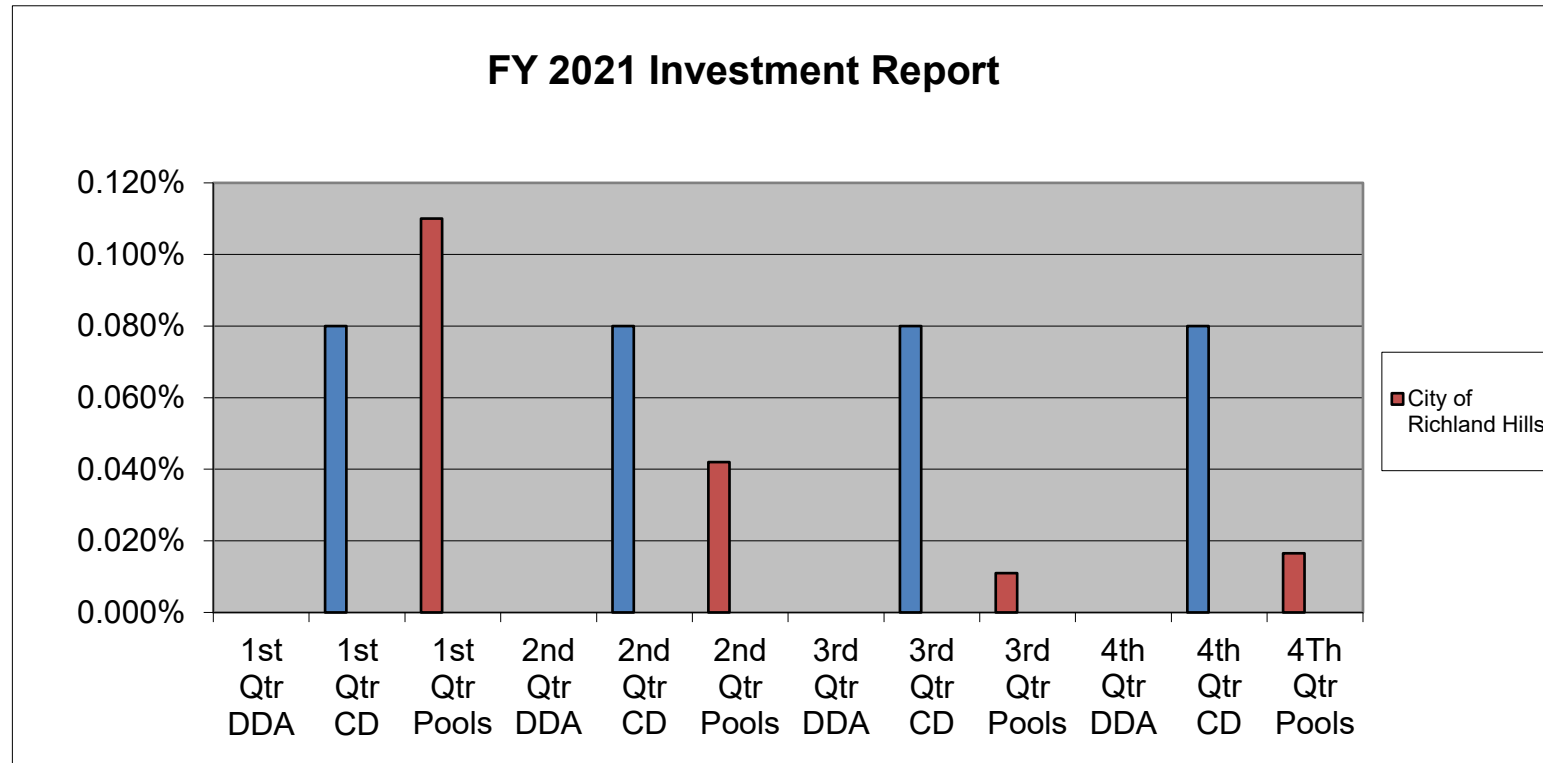
Inventory Holdings Report- City Portfolio

9/30/2021

Settle Date	Cusip	Security Type	Par	Rate	Settlement Date	Maturity	Purchase Yield	Purchase Principal	Original Prem/Disc	Current Book	Market Price	Gain/Loss	Original D-T-M	Current D-T-M	Amortization	Percent of Total Holdings
9/30/2021		DDA	10,450,128	0.000%	9/30/2021	10/1/2021	0.000%	10,450,128	-	10,450,128	100.00%	-	1	1	0.00	69.14%
9/30/2021		Pools	4,495,808	0.017%	9/30/2021	10/1/2021	0.017%	4,495,808	-	4,495,808	100.00%		1	1	0.00	29.74%
5/22/2021		CD	169,267	0.008%	5/22/2021	11/24/2021	0.008%	169,267		169,267	100.00%	-	180	180	0.00	1.12%
			15,115,203					15,115,203		15,115,203						100.00%

TEXPOOL and TexSTAR Pools
DDA=Demand Deposit Account
CD=Certificate of Deposit

Investment Transactions
Quarter Ending
09/30/2021



DDA Accounts= American National Bank
POOLS=Texpool and TexSTAR

City of Richland Hills
Quarterly Investment Report-City Portfolio
July 1, 2021-September 30, 2021

Portfolio Summary Management Report

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Richland Hills and the Public Funds Investment Act (Chapter 2256, Government Code).

Beginning Book Value 7/1/2021	\$	16,866,686.30	Ending Book Value 9/30/2021	\$	15,115,202.68
Beginning Market Value 7/1/2021	\$	16,866,686.30	Ending Market Value 9/30/2021	\$	15,115,202.68
			Accrued Interest Receivable	\$	-
			Unrealized Gain/Loss on 9/30/2021	\$	-
WAM at Beginning Period Date*	1 day		WAM at Ending Period Date*	1 day	
			Change in Market Value	\$	(1,751,483.62)

Average Yield to Maturity for quarter	0.017%
Average Yield to Maturity 6 month T-Bill	0.050%

Patricia Albrecht

Patricia Albrecht, Finance Director

Candice Edmondson, City Manager

*WAM-Weighted Average Maturity

"Change in Market Value" is required data, but will primarily reflect the receipt and expenditure of the City's funds from quarter to quarter.

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: October 25, 2021

Subject: Tricky Treat Trail & Haunted Stacks Update

Agenda Item:

Tricky Treat Trail & Haunted Stacks Update

Background Information:

Staff will provide an update on the Tricky Treat Trail & Haunted Stacks Event that is scheduled for Friday, October 29, 2021 from 6:30 p.m. – 8:30 p.m. at the Link Plaza.

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: October 25, 2021

Subject: September Department Monthly Reports

Agenda Item:

September 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:

September Department Reports

Council Action Requested:

No Council Action

RICHLAND HILLS PUBLIC LIBRARY

SEPTEMBER • 2021



IMPACT

September of 2021 was a great start back to our pre-covid program schedule!

We had 2 outdoor storytimes and 2 successful Library Lab Science nights with over 10 people attending each one!

We also had a table at the City's first Hispanic Heritage Festival as well as our popular Richland Hills Literary Society Adult Bookclub.

KEY FACTS (LAST YEAR)

- 853 Visitors (772)
- 1424 Items checked out (2525) **
This will be lower since we no longer send items to Fort Worth **
- 815 Questions answered (707)
- 167 Computer sessions (165)
- 303 Program Attendance (80)

Municipal Court – September 2021

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

None at this time.

Citation Summary		
	Current Month	YTD Total
Violations Filed	139	2,093
Completed Cases– Paid Fine & Before Judge	104	1,033
Other Completed - Dismissed deferred, DSC, proof, compliance, by Judge or Prosecutor, plea & bar, void	66	921
Number of Warrants Issued	56	521
Number of Warrants Cleared	48	674
Number of Outstanding Warrants	55	407
Value of Outstanding Warrants	\$25,074.56	\$204,464.57
Total Fees Collected	\$33,849.95	\$389,567.55

City Marshal Activity Report
Month of SEPTEMBER 2021

October 25, 2021
7D - 4

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	1	\$ 536.00	12	\$ 4,591.00
Attorney bonds	0	\$ -	31	\$ 15,176.18
Returned for Officer correction	0		2	\$ 652.10
Unable to locate - bad info	0		63	\$ 21,980.67
Paid/payment plan	11	\$ 4,175.81	91	\$ 44,424.31
Deceased	0		33	\$ 15,071.39
Cleared-Found Incarcerated	6	\$ 2,666.10	35	\$ 12,793.40
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	32	\$ 12,131.70	329	\$ 122,436.22
Arrested by other agencies	29	\$ 11,515.25	341	\$ 133,595.07
Paid by defendant	1	\$ 384.80	38	\$ 19,461.56
Released due to medical reasons	2	\$ 782.75	16	\$ 6,524.84
Attorney bonds	0	\$ -	27	\$ 13,150.17
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	8	\$ 3,366.10	125	\$ 48,590.60
Other Duties				
Bank detail	6		95	
Traffic stops	0		0	
Insurance verifications	14		99	
Vehicles inspected	0		6	
Bailiff hours	8		61	
Training	0		45	
Serve summons - School	0		0	
Serve summons - Animal Control	0		0	
Serve summons - Code Enforcement	0		3	
Serve summons - Police	0		0	
Officer corrections on citations	9		61	
Returned FTA notices	21		140	

Fire – September 2021

- Personnel completed **41** business inspections throughout the month.
- Members completed a combined **397** hours of training this month.
- The mutual aid agreement with Allegiance Ambulance resulted in one call during September.
- A total of **12** development related meetings and inspections were conducted.
- Response times for September averaged **4 minutes 46 seconds** from receipt of call in dispatch to the first fire unit arriving on scene to assist.
- More than **24.5%** of emergency calls in September were received while our crews were already addressing another emergency in the City.
- Site work on Phase 2 of the fire station project continues. Concrete work and fencing were the focus areas in September.
- 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 in the lobby of the new fire station. Please help yourself.

Service Calls – Through September 30, 2021			
	Current Month	September 2020	FY2021 Total
Fire Calls	4	5	59
EMS/Major Accidents/ Rescues	111	73	967
Hazardous Conditions – No Fire	5	5	61
Public Assistance	19	22	182
Good Intent (No Service Rendered)	6	7	92
False Alarm	13	4	129
Severe Weather & Natural Disaster	0	0	1
Total Calls	158	116	1629
Automatic / Mutual Aid			
	Current Month	September 2020	YTD Total
Aid Received	21	14	170
Aid Given	19	18	196

Police – September 2021

- Special Olympics Fundraiser at Red Robin
- First Annual Fiesta de Herencia Event at The Link
- Captain McEachran attended Homicide & Death Investigation School
- Officer Batchelder attended Interviewing Techniques for Police Recruiters
- Event planning for Grand Opening/Open House
- City Manager budget over meetings with staff

Service Calls			
	Previous Year	Current Month	YTD Total
Citizen Calls	400	539	4424
Officer Initiated	657	1224	10085
Total Calls	1027	1763	14509
Part 1 Offenses			
	Previous Year	Current Month	YTD Total
Murder	0	0	0
Rape	1	0	6
Robbery	0	0	1
Aggravated Assault	2	1	7
Burglary	1	1	14
Theft	17	19	130
Motor Vehicle Theft	2	1	21
Total	23	22	179
Crashes & Injuries			
	Previous Year	Current Month	YTD Total
Crash Reports	11	11	102
Injuries	3	3	29
Killed	0	0	0
Criminal Investigations			
	Previous Year	Current Month	YTD Total
Assigned Cases - Active	1	9	65
Unfounded	0	0	3
Suspended	5	0	32
Exceptionally Cleared	2	0	14
Arrest - Case Filed	26	14	92
Arrest - Case Not Filed	Not Available	8	168
On View Arrests	28	31	175
DWI / DUI	8	5	159
Cases Pending Submission	Not Available	7	161
Warrants Obtained (Felony)	7	1	155
Warrants Obtained (Misdemeanor)	6	0	61
Search Warrants Obtained	2	1	22
Warrants Served (Felony)	3	1	19
Warrants Served (Misdemeanor)	3	0	9
Probable Cause Determination	1	0	8
Family Violence Arrests	4	1	23
Active Protective Orders	Not Available	10	50

Records		
	Current Month	YTD Total
Sex Offender Registrations	1	18
Open Records Requests	51	381
Property & Evidence		
	Current Month	YTD Total
Pieces of Property Received	141	1144
Items Taken to Lab for Narcotics Testing	9	98
Items Taken to Lab for Blood Alcohol Content Testing	2	58
Crime Scene Call Outs (Richland Hills Police Department)	2	25
Crime Scene Call Outs (Haltom City Police Department)	1	7

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

ANIMAL SERVICES – September 2021

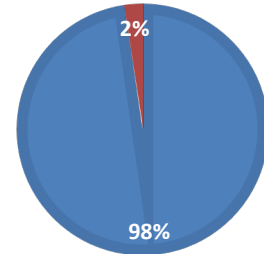
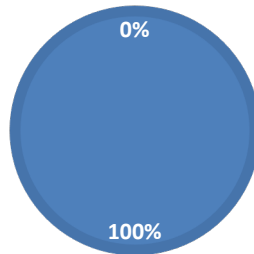
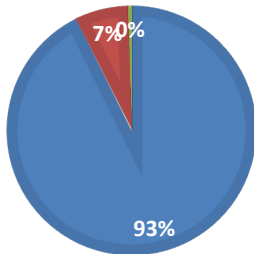
Service Calls			
	Previous Year	Current Month	YTD Total
Total Dispatched Calls	39	26	335
IMPOUNDS			
	Previous Year	Current Month	YTD Total
DOGS	24	11	141
CATS	4	35	115
OTHER THAN DOGS/CATS	1	0	1
TOTAL	29	46	257
INCIDENTS BY TYPE			
	Previous Year	Current Month	YTD Total
ANIMALS AT LARGE	18	12	155
AGGRESSIVE ANIMAL	1	0	12
ANIMAL COMPLAINTS	19	14	157
INJURED ANIMALS	1	0	11
TOTAL	39	26	335
BITE REPORTS			
	Previous Year	Current Month	YTD Total
ANIMAL BITES	1	2	6
SHELTER QUARANTINE	1	0	2
HOME QUARANTINE	0	2	4
SUBMISSION TO AUSTIN	0	0	0
UNABLE TO LOCATE	0	0	0
DISPOSITIONED ANIMALS			
	Previous Year	Current Month	YTD Total
DOGS ADOPTED	7	8	66
CATS ADOPTED	7	17	93
RETURNED TO OWNER/YARD	25	4	58
TRANSFERRED/RESCUED	3	2	26
EUTHANIZED/LOST/DIED IN CARE	0	1	7
CITY LICENSE ISSUED			
	Previous Year	Current Month	YTD Total
ISSUED	7	3	44
CITATIONS/VIOLATIONS ISSUED			
	Previous Year	Current Month	YTD Total
ISSUED	9	0	8

Code Enforcement – September 2021

■ Nuisance ■ Permits ■ Building

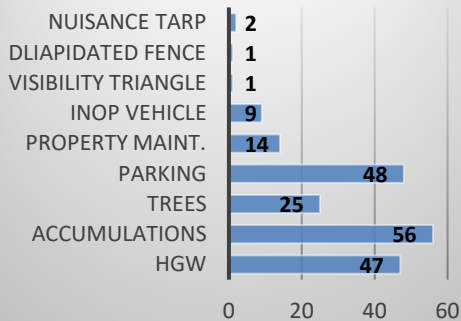
■ Residential ■ Commercial

■ Proactive ■ Reactive

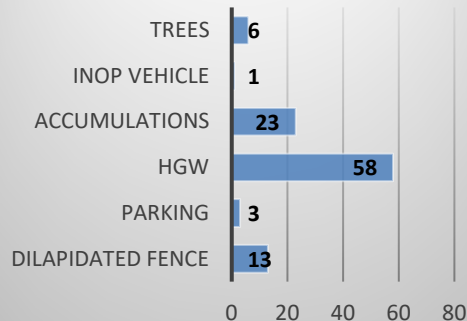


	Current Month Violations				
	Notices Issued	Pending Compliance	Compliance Obtained	Citations Issued	Abatement by City
Nuisance Violations	203	61	142	2	0
Building Violations	1	1	0	0	0
Zoning Issues	0	0	0	0	0
Permit Violations	15	4	11	0	0
Fiscal Year Totals	1553	150	1403	27	1
Previous Fiscal Year Comparison	807	139	668	32	1

Current Month



Comparison Month



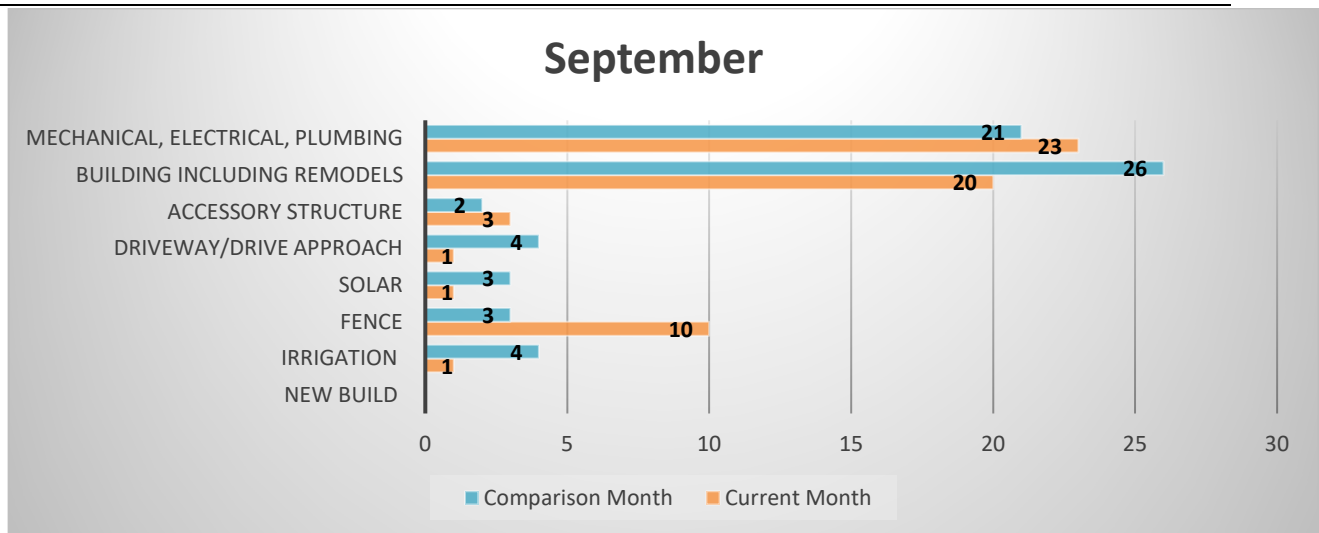
September 2021 Inspections

9 Inspections Conducted

	Signs			
	Current Month	Comparison Month Previous Year	Fiscal Year 20/21	Previous Fiscal Year Comparison
Commercial Sign Violations	0	0	4	3
Bandit Sign Removal	4	32	50	113

	Building Summary			
	Current Month	Comparison Month Previous Year	Fiscal Year 20/21	Previous Fiscal Year Comparison
Registered Vacant Building	0	1	14	26
Registered Rental CO's	4	1	63	54
Substandard Buildings	0	0	1	5

Community Development



Permits								
	Mechanical Electrical Plumbing	Building Including Remodels	Accessory Structure	Driveway Drive Approach	Solar	Fence	Irrigation	New Build
Residential	23	19	2	1	1	10	1	0
Commercial	4	1	1	0	0	0	0	0
Fiscal Year 2020-2021	244	306	29	19	19	72	10	4
Comparison Fiscal Year 2019-2020	264	274	29	30	18	28	3	7

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2020-2021	Fiscal Year Comparison 2019-2020
Sign Permit	1	5	49	25
ROW Permit	3	5	42	44
Garage Sale Permit	16	26	159	124
Zoning, SUP, Code Consults	1	1	17	6
Pool Permits	0	2	5	6

Building Summary				
	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2020-2021	Fiscal Year Comparison 2019-2020
Registered Rental CO's	4	1	63	48
Commercial CO's	4	5	63	43
Mobile Food Vendor	1	0	4	2

Received Certificate of Occupancy

- Oakspy Signs and Graphics – 7335 Airport Freeway – Print Shop, Major
- Secured Moving Company – 7356 Dogwood Park – Office/Showroom
- Embodii Crystals – 7410 Blvd 26 Suite D – Retail
- Cowboy Roofing – 7020 Midway Rd – Contractor (No Outside Storage)

PUBLIC WORKS MONTHLY REPORT- SEPTEMBER 2021

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

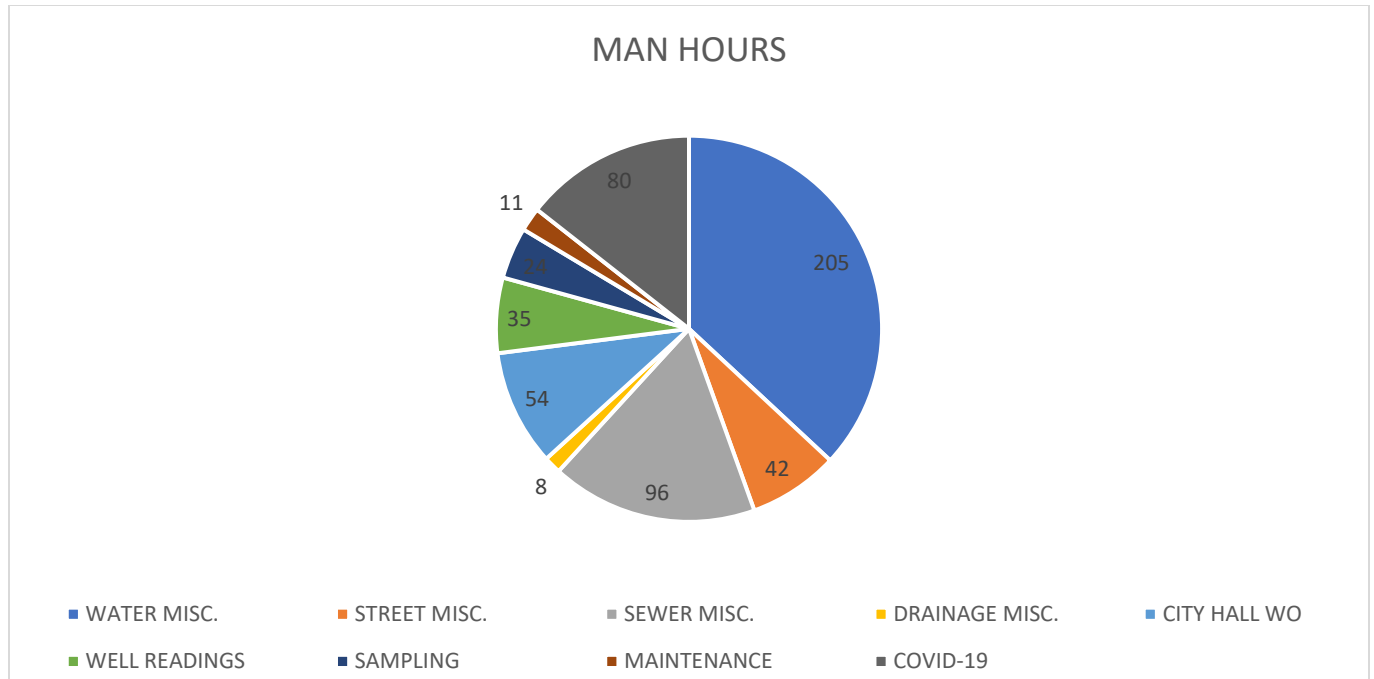
Yellowstone is contracted to mow some of the City's properties.

TASK		MAN HOURS	YTD
WATER MISC.	Water main breaks; dig ups for water jobs; back filled holes on water jobs; assisted contractors on water jobs; Checked for and repaired water meter leak; SCADA; water service line repair @ Richland Middle School; Replace Curb stops.	205	168
STREET MISC.	Picked up/ set up street barricades for Jobs. Patrolled city for issues.. Repaired some potholes.	42	125
SEWER MISC.	camera and jetted sewer line for sewer back up jobs. (sewer calls); emergency sewer backup/ repair; ran sewer main, manhole inspections, inspect sewer lines. Dominoes sewer line repair.	96	55
DRAINAGE MISC.	cleaned drainage ditches, worked calls for drainage issue. Storm drain/Inlet inspections; Storm drain/ Inlet cleanup;	8	22

PUBLIC WORKS MONTHLY REPORT- SEPTEMBER 2021

CITY HALL WORK ORDERS	Completed work orders created by City Hall, initiated by customers or staff. Starts and Finals; water cuts.	54	30
WATER SAMPLING/ TESTING	Public works-maintained entry point water sampling, DLQOR testing, Bac-T, and Nap Testing. Raw water testing	35	37
WELL READINGS	Well readings and sewer meter readings were done daily.	24	25
MAINTANANCE	Tool maintenance; vehicle maintenance; Mower Maintenance; fueling up; supplies trips; take equip. to be serviced; drop trash at stockpile.	11	39
COVID- 19	COVID-19 related time off.	80	0

PUBLIC WORKS MONTHLY REPORT- SEPTEMBER 2021

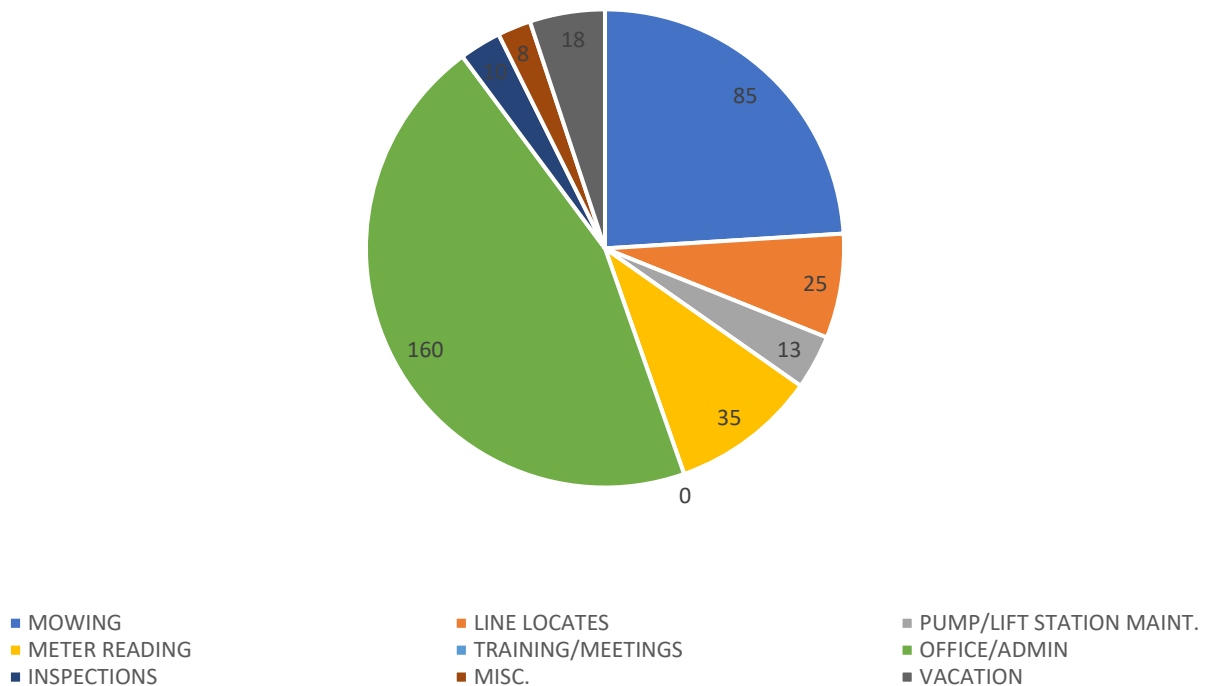


TASK		MAN HOURS	YTD
MOWING	Mowed and weeded city owned properties.	85	205
LINE LOCATES	Located water and sewer lines for contractors/ emergency line locates	25	5
PUMP & LIFT STATION MAINT.	Cleaned levee pump house and lift station; inspect levee and lift station; Well maintenance; well yard inspection	13	20
METER READING	Read meters for utility billing. (electronic and hand reads)	35	15
TRAINING & MEETINGS	Training & Meetings	0	2

PUBLIC WORKS MONTHLY REPORT- SEPTEMBER 2021

OFFICE/ADMIN	Office/Admin/Reports	160	160
INSPECTIONS	Concrete pour inspections; drive approach inspections; flat work inspections.	10	12
MISCELLANEOUS	Meetings with contactors; various jobs;	8	11
VACATION	Vacation time used	18	71

MAN HOURS



Parks and Recreation Director's Report

September 2021



Budget Analysis

While reports are being finalized, early figures show that The Link received more than \$125,000 more than anticipated. Despite a slow start last fall with there being an uneasiness with COVID, staff worked hard to bring in revenue in our biggest revenue streams, as well as create new opportunities.

Expenditures will also be increased in some areas, while others were used minimally to offset those concerns. Overall, The Link had a wonderful fiscal year. We hope to only continue to grow through this upcoming fiscal year.

Project/Program Updates

- **Memberships: \$5096.54** Memberships decreased in September, but that is mostly due to the end of the year cancelations. We refunded over \$900 of unused and unpaid monthly memberships that staff clears out before the end of the fiscal year. We did have 1,648 scans from 284 unique active members. Total number of memberships is currently at 289

The September challenge was focused on the 9/11 Memorial Stair Climb. We had six members participate and will receive a free t-shirt for their efforts.

- Medicare programs brought in **\$1,308.00** in additional monthly fees from 99 active members.
- **Camp Connect and Link Learner's Academy (LLA): \$11,086.92** There was no camp during the month of September, but the Link Learner's Academy had over 60 registrants that lead to the amount listed. Staff needed to hire more staff to help manage the full compliment of kiddos from the six schools that we pick up from, plus the Montessori school that we host.
- **Programs:** The fall program base will offer six new classes, but most will not start until October or later. The Link now hosts, children's dance, photography, self-defense, dog-training, DJ-ing (audio engineering), and family camping.
 - **Classes:** Current classes
 - Karate – 10
 - Belly Dancing – 4
 - **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.
 - Pickleball Lessons - 16

- Pickleball players – 84
- Volleyball players – 43
- PE – Volleyball – 2
- **Special Events:** On September 18th, staff hosted the inaugural Fiesta de Herencia. The goal of this new event was to honor those in our community on the first weekend of Hispanic Cultural Month. There was food, music, activities for everyone that came. Food vendors included Taco Vida, El Chico, American's Finest, El Primero Taco, and Pudgy Penguin. For music, the event had both Tejano and Conjunto bands playing live. The city is thankful for our sponsors: Fuel City Tacos, IL of Texas Charter School, and Helping Hands of Honda. Staff counted 483 people entering the event.
- **Community Programs:** The Link, while designed to generate revenue, tries to find a balance with community programs that anyone can join.
 - Lunch Bunch – 52 attended, with 27 more signing up for a to-go meal
 - Tarrant Area Food Bank – in association with Center Point Church – 90 families were served
- **Senior Programs:** The first trip of the month was to Two Brothers Winery and Freddy's Steakburgers. 8 seniors attended that adventure. The second trip of the month was to the Top O' Hill Terrance and Catfish Sam's with 16 registrants.
- **Parks:** The Parks Supervisor has resigned so the city will open the position again and do interviews shortly. The Yellowstone contract is being recalculated with additional properties to meet the new budgeted amount.
- **Landscaping:** Nothing new for landscaping.
- **ROWS and Medians:** Nothing new for medians.
- **Marketing:** Preparing
 - Webpage visits: 3,142
 - Google Business Searches: 14,842
 - Yelp Views: 15
 - Instagram Reach: 1,170
 - Facebook engagements: 2,206
 - Twitter Impressions: 259
 - YouTube Views: 0
 - Nextdoor: 0
- **Rentals: \$14,447.85** The Link hosted 25 rentals this month generating \$4,212.60. Additional monies are from the new contract with the East Fort Montessori Academy.

Valuable Information:

- Indoor playground is scheduled to be completed around the beginning of the new year.

Link Revenue	September 2019	September 2020	September 2021	Fiscal Year 20-21 YTD
Classes	\$1,829.00	\$1,395.00	\$434.00	\$11,798.50
Link Membership	\$5,086.95	\$4,454.45	\$5,096.54	\$61,276.99
One Day Passes	\$524.00	\$289.01	\$218.00	\$3,148.00
Fitness Classes	\$735.08	\$391.48	\$835.83	\$4,506.50
Personal Training	\$1,490.00	\$0	\$1,126.12	\$6,160.18
Athletics	\$1,164.50	\$2,381.12	\$1,978.76	\$18,210.09
Camps	\$669.42	\$0	\$0	\$67,727.75
After School	\$7,366.19	\$4,450.40	\$11,086.92	\$66,943.20
Rentals	\$10,267.01	\$5,166.96	\$14,151.60	\$109,114.23
Medicare Membership	\$1,389.50	\$1,118.00	\$1,308.00	\$13,651.00
Total	\$30,521.65	\$19,646.42	\$36,235.77	\$364,674.39

Finance

Fiscal Year 2020-2021, Period Ending 9/30/2021

Revenue and Expense Summary					
	Approved Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
General Fund (001)					
Revenue					
Taxes	\$ 6,562,500	\$ 655,352	6,502,665	\$ 59,835	99%
Fines & Forfeitures	\$ 327,850	\$ 25,072	283,546	\$ 44,304	86%
Licenses & Permits	\$ 169,050	\$ 21,214	186,374	\$ (17,324)	110%
Service Charges	\$ 311,950	\$ 29,643	290,280	\$ 21,670	93%
Miscellaneous*	\$ 1,109,926	\$ 1,242	124,803	\$ 985,123	11%
Total Revenues	\$ 8,481,276	\$ 732,523	\$ 7,387,668	\$ 1,093,608	87%
Expenditures					
Municipal Court	\$ 262,769	\$ 31,104	267,324	\$ (4,555)	102%
Administration	\$ 571,293	\$ 78,018	574,302	\$ (3,009)	101%
Police	\$ 1,909,482	\$ 196,130	1,881,954	\$ 27,528	99%
Fire	\$ 1,884,055	\$ 226,737	1,865,140	\$ 18,915	99%
Street	\$ 252,470	\$ 96,488	233,821	\$ 18,649	93%
Library	\$ 386,038	\$ 44,539	361,955	\$ 24,083	94%
Recreation	\$ 233,000	\$ 24,922	235,607	\$ (2,607)	101%
Parks/Grounds	\$ 140,915	\$ 18,434	124,916	\$ 15,999	89%
Community Development	\$ 411,833	\$ 56,544	406,566	\$ 5,267	99%
Animal Control	\$ 170,125	\$ 24,660	174,605	\$ (4,480)	103%
Legislative	\$ 165,635	\$ 22,465	158,847	\$ 6,788	96%
Non Dept	\$ 644,842	\$ 133,869	649,885	\$ (5,043)	101%
Transfers out-Capital	\$ 372,203	\$ 229,933	372,203	\$ -	100%
Total Expenditures	\$ 7,404,660	\$ 1,183,843	\$ 7,307,125	\$ 97,535	99%
Revenues Over/Under Expenditures	\$ 1,076,616	\$ (451,320)	\$ 80,543		
Revenue Fund (002)					
Revenue					
Water	\$ 2,275,110	\$ 247,902	2,500,398	\$ (225,288)	110%
Sewer	\$ 1,800,000	\$ 150,718	1,799,817	\$ 183	100%
Miscellaneous	\$ 580,783	\$ 52,678	618,257	\$ (37,474)	106%
Total Revenues	\$ 4,655,893	\$ 451,298	\$ 4,918,472	\$ (262,579)	106%
Expenses					
Shared Services	\$ 315,082	\$ 39,708	320,438	\$ (5,356)	102%
Administration	\$ 409,258	\$ 36,414	394,019	\$ 15,239	96%
Trsfr/Debt Service/Non-Dept.	\$ 937,372	\$ 39,481	763,794	\$ 173,578	81%
Water Service	\$ 1,300,050	\$ 203,925	1,215,261	\$ 84,789	93%
Wastewater Service	\$ 1,269,877	\$ 122,344	1,325,704	\$ (55,827)	104%
Total Expenses	\$ 4,231,639	\$ 441,872	\$ 4,019,216	\$ 212,423	95%
Revenues Over/Under Expenditures	\$ 424,254	\$ 9,426	\$ 899,256		
Link Operating Fund (098)					
Revenue					
Recreation	\$ 372,220	\$ 38,237	374,546	\$ (2,326)	101%
Transfer in General Fund	\$ 154,933	\$ 154,933	154,933	\$ -	100%
Total Revenue	\$ 527,153	\$ 193,170	\$ 529,479	\$ (2,326)	100%
Expenditures					
Recreation	\$ 527,153	\$ 63,780	\$ 526,607	\$ 546	100%
Revenues Over/Under Expenditures	\$ -	\$ (25,543)	\$ (152,061)		

*Budget reflects FY 2021 Amended Budget/ARPA Funds transferred to a restricted fund.