



A G E N D A

**REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS
TUESDAY, SEPTEMBER 14, 2021 at 5:00 P.M.**

EARLY WORK SESSION

City Council Chambers – 5:00 P.M.

Convene Meeting in Open Session

- 1. Receive a Presentation on Potential Future Bond Issuance**
- 2. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for September 14, 2021**

(Items discussed during Early Work Session may be continued or moved to Open Session and/or Late Work Session if time does not permit holding or completing discussion of the item during Early Work Session.)

CLOSED SESSION

City Manager Conference Room

- 3. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:
(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**

MEET AND GREET

City Council Chambers – 5:30 P.M.

- 4. Conduct a Meet and Greet with Board and Commission Volunteer Applicants**

OPEN SESSION

City Council Chambers – 7:00 P.M.

- 5. Call Meeting to Order**
- 6. Prayer led by Mayor Charlotte J. Wilcox**
- 7. Pledge of Allegiance to the U.S. and Texas flags led by Mayor Charlotte J. Wilcox:
*"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."***

8. **Visitor Comments** *(Anyone wishing to address the City Council must complete a Speakers' Request Form and return it to the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action on items not posted on the agenda. Action on your statement can only be taken at a future meeting. In order to expedite the flow of business and to provide all visitors the opportunity to speak, the Mayor may impose a three (3) minute limitation on any person addressing the City Council. A thirty (30) minute time allotment is set for this section, and the remaining speakers will be heard at the end of the Action Agenda.)*
9. **City Manager/Staff Reports**
 - **Foodie Friday Video**
10. **Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety**
 - **Presentation of a Proclamation celebrating the 50th Anniversary of the Highland Village Fire Department**

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers' Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Open Session being called to order. Speakers may be limited to three (3) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers' Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council's agenda.

CONSENT AGENDA

All of the items on the Consent Agenda are considered for approval by a single motion and vote without discussion. Each Councilmember has the option of removing an item from this agenda so that it may be considered separately and/or adding any item from the Action Agenda to be considered as part of the Consent Agenda items.

11. **Consider approval of Minutes of the Regular City Council Meeting held on August 24, 2021**
12. **Consider Ordinance 2021-1286 amending in its Entirety Chapter 4 "Animal Control" of the City's Code of Ordinances as it relates to the Regulation of the Care and Keeping of Animals within the City Limits (2nd and final read)**
13. **Consider Resolution 2021-2953 authorizing Renewal of the Employee Health and Dental Insurance Plans with Blue Cross Blue Shield of Texas**
14. **Receive Budget Reports for Period Ending July 31, 2021**

ACTION AGENDA

15. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:
 - (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)
16. Conduct a Public Hearing on the Proposed Budget and Tax Rate for Fiscal Year 2021-2022
17. Consider Ordinance 2021-1287 approving and adopting the Fiscal Year 2021-2022 Annual Budget (*1st of two reads*)
18. Consider Ordinance 2021-1288 levying the Ad Valorem Taxes for the Year 2021 at a Rate of \$.56302 per \$100 Assessed Valuation on all Taxable Property within the Corporate Limits of the City of Highland Village as of January 1, 2021 (*1st of two reads*)
19. Consider Resolution 2021-2954 approving the Annual Rate Adjustment pursuant to the Solid Waste, Recycling, and Household Hazardous Waste Collection Contract with Community Waste Disposal (CWD)
20. Consider Resolution 2021-2955 authorizing a Lease Agreement and Related Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the Leasing and Maintenance of the City's Fleet Vehicles and the Sale of Surplus City Vehicles

LATE WORK SESSION

(Items may be discussed during Early Work Session, time permitting)

21. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)
 - Receive a Presentation on the Insurance Services Office (ISO) Survey Results
22. Adjournment

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE PUBLIC BULLETIN BOARD AT THE MUNICIPAL COMPLEX, 1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS IN ACCORDANCE WITH THE *TEXAS GOVERNMENT CODE, CHAPTER 551*, ON THE 10TH DAY OF SEPTEMBER 2021 NOT LATER THAN 5:00 P.M.


Angela Miller, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (972) 899-5132 or Fax (972) 317-0237 for additional information.

Removed from posting on the _____ day of _____, 2021 at _____

am / pm by _____.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 1

MEETING DATE: 09/14/2021

SUBJECT: Receive a Presentation on Potential Future Bond Issuance

PREPARED BY: Ken Heerman, Assistant City Manager

COMMENTS

City staff will present information on potential future bond issuance.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 10

MEETING DATE: 09/14/2021

SUBJECT: Mayor and Council Reports on Items of Community Interest

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

- Presentation of a Proclamation celebrating the 50th Anniversary of the Highland Village Fire Department

Proclamation

The City of Highland Village

Whereas, before 1971 there was no recognized fire department in the city of Highland Village; and

Whereas, in 1971 the Highland Village City Council passed an ordinance creating the Highland Village Fire Department; and

Whereas, since then the Highland Village Fire Department has faithfully provided fire and EMS services to the City of Highland Village under the direction of Chiefs Bob Galloway, Bill Ehman, Charles Barfknecht, Glen Harris, Bill McClung, Roland Asebedo, Lonnie Tatum, John Glover, Brad Goudie, and Michael Thomson; and

Whereas, the Highland Village Fire Department now has a frontline fire engine and medic, a reserve fire engine and medic, brush truck, three command vehicles, and 18 well-trained and equipped firefighters who are prepared to respond to emergencies at a moments notice and;

Whereas, the men and women of the Highland Village Fire Department have executed their mission to protect the lives and property of their community with exceptional care and service.

NOW THEREFORE, I, Charlotte J. Wilcox, Mayor of the City of Highland Village, do hereby commend the Highland Village Fire Department for its fifty years of service to the citizens of Highland village and proclaim the year 2021, as the:

“50th Anniversary of the Highland Village Fire Department”

in the City of Highland Village.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 14th day of September 2021.

Charlotte J. Wilcox, Mayor

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 11

MEETING DATE: 09/14/2021

SUBJECT: Consider Approval of Minutes of the Regular City Council Meeting held on August 24, 2021

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

Minutes are approved by a majority vote of Council at the Council meetings and listed on the Consent Agenda.

IDENTIFIED NEED/S:

Council is encouraged to call the City Secretary's Office prior to the meeting with suggested changes. Upon doing so, staff will make suggested changes and the minutes may be left on the Consent Agenda in order to contribute to a time efficient meeting. If the change is substantial in nature, a copy of the suggested change will be provided to Council for consideration prior to the vote.

OPTIONS & RESULTS:

The City Council should review and consider approval of the minutes. Council's vote and approval of the minutes reflect agreement with the accuracy of the minutes.

PROGRESS TO DATE: (if appropriate)

The City Manager has reviewed the minutes and given approval to include the minutes in this packet.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

To approve the minutes of the Regular City Council Meeting held on August 24, 2021.



**MEETING MINUTES OF THE REGULAR MEETING
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD
TUESDAY, AUGUST 24, 2021**

EARLY WORK SESSION

Mayor Charlotte J. Wilcox called the meeting to order at 5:30 p.m. and introduced Mr. William Brasher as our Mayor for the Day.

Roll Call

Present:	Charlotte J. Wilcox	Mayor
	Jon Kixmiller	Councilmember
	Michael Lombardo	Mayor Pro Tem
	Barbara Fleming	Deputy Mayor Pro Tem
	Tom Heslep	Councilmember
	Daniel Jaworski	Councilmember
Absent:	Robert A. Fiester	Councilmember
Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Mike Thomson	Fire Chief
	Scott Kriston	Public Works Director
	Phil Lozano	Parks & Recreation Director
	Sunny Lindsey	Information Services Director
	Laurie Mullens	Marketing & Communications Director
	Jenny McCann	Communications and Marketing Specialist
	Karen McCoy	Executive Assistant

1. Receive a Presentation and Discuss Enterprise Fleet Management Program

With SB 2, City Manager Paul Stevens reminded everyone of the importance in flattening the City's annual M&O budget. With that, a vehicle replacement lease program had been discussed previously during recent budget work sessions. Mr. Stevens introduced Mr. Nick Hardwick who provided a presentation on the lease program offered by Enterprise, which would also include vehicle maintenance. The City currently has seventy-five (75) vehicles, which would take approximately four (4) years to cycle all vehicles into the program. Heavy equipment, fire trucks and ambulances would not be included in the lease program.

Councilmember Kixmiller asked if the number of police vehicles could be reduced. Mr. Hardwick stated City's typically learn about utilization of their fleet after the first year of the program as more data is available at that time. Mr. Hardwick added that their vehicles are ordered directly from the manufacturer approximately a year out so they are not as impacted by the vehicle shortage at this time. Councilmember Heslep stated the utilization and metrics would be a great tool for planning purposes and will also help to better utilize City staff in other areas.

Mr. Stevens added he has successfully worked with Enterprise in two other cities and that the program would be a benefit to Highland Village. General consensus of Council is to move forward with the program.

2. Discuss Proposed FY 2021-2022 Budget, including Capital Improvement Projects and Potential Future Bond Projects

Assistant City Manager Ken Heerman provided a review of the proposed FY 2021-2022 budget, which included updates on the following: Pilot Knoll Cabin Feasibility Analysis, Equipment Replacement, Capital Projects Fund – Proposed Bond Program and General Fund Updates.

Pilot Knoll Cabin Feasibility Analysis

An updated cost analysis was presented based on a general assumption of building thirteen (13) standard cabins and three (3) treehouses. City staff would submit an application for a \$750,000 grant to offset initial costs, bringing the estimated net construction cost to \$1,536,000. Updated operating costs and revenue information was also included in the presentation.

Councilmember Jaworski asked if the Parks and Recreation Advisory Board (Board) had received the same information. Mr. Stevens stated the Board received the information provided by the consultant but not this updated information.

Enterprise Vehicle Replacement Lease Program

Mr. Heerman presented cost information for the lease program and also provided costs for equipment not included in the program, such as large tractors, mowers, dump trucks, etc.

Capital Projects Fund

Two options were presented to fund Street/Drainage Improvements and Park Improvements. Option 1 targeted FY 2022, FY 2024 and FY 2027 to fund the projects; Option 2 targeted FY 2022 and FY 2027. Mr. Heerman reported our financial advisors are reviewing our information and will provide further information at a future City Council meeting.

Councilmember Kixmiller asked if bond funds could be used for Street/Drainage Improvements and revenue from cabin rentals used for Park Improvements. Mr. Stevens clarified if a specific amount is identified for a specific bond project, those funds could only be used for that project.

General Fund Updates

Mr. Heerman provided updated information on supplemental requests that included the addition of a backup network storage device and installation of a HVAC system for the barn located at Doubletree Ranch Park. Mr. Stevens reported employee insurance costs would have to be examined in future years.

Due to time constraints, Mayor Wilcox announced further discussion and questions on this item would be resumed during Late Work Session.

3. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for August 24, 2021

Relating to Agenda Item #16, Councilmember Lombardo asked if there was a grandfather clause included in the proposed ordinance. Mr. Stevens stated there is not as it addresses public health and safety issues.

Early Work Session ended at 7:04 p.m. and Councilmembers took a short recess.

CLOSED SESSION

4. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:

(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)

Council did not meet in Closed Session.

OPEN SESSION

5. Call Meeting to Order

Mayor Charlotte J. Wilcox introduced Mr. William Brasher as our Mayor for the day. Mr. Brasher called the meeting to order at 7:20 p.m.

Roll Call

Present:	Charlotte J. Wilcox	Mayor
	Jon Kixmiller	Councilmember
	Michael Lombardo	Mayor Pro Tem
	Barbara Fleming	Deputy Mayor Pro Tem
	Tom Heslep	Councilmember
	Daniel Jaworski	Councilmember
Absent:	Robert A. Fiester	Councilmember
Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Doug Reim	Chief of Police
	Mike Thomson	Fire Chief
	Jason Collier	Assistant Fire Chief
	Scott Kriston	Public Works Director
	Phil Lozano	Parks & Recreation Director
	Sunny Lindsey	Information Services Director
	Laurie Mullens	Marketing & Communications Director
	Jenny McCann	Communications and Marketing Specialist

6. Prayer led by Councilmember Dan Jaworski

Councilmember Jaworski gave the invocation.

7. Pledge of Allegiance to the U.S. and Texas flags led by Councilmember Dan Jaworski

Councilmember Jaworski led the Pledge of Allegiance to the U.S. and Texas flags.

8. Visitor Comments

No one wished to speak.

9. City Manager/Staff Reports

With the number of confirmed cases and more hospitalizations, Fire Chief Mike Thomson provided a COVID-19 update. He reminded everyone to follow CDC guidelines in order to protect themselves and others, and added that a vaccine booster may be available to everyone sometime in September.

- **HVTV Update**

The update included information on sponsoring the TXFallenPD Tribute Event which will be held on October 16 at The Shops at Highland Village, a call for applications to recognize a local veteran on the City's Veterans Monument, and the September 18 Concert in the Park at Doubletree Ranch Park featuring Infinite Journey.

10. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety

Mayor Wilcox reminded everyone about The Amazing Race being held in November and challenged the Town of Flower Mound, City of Lewisville and Lewisville Independent School District (LISD) Board of Directors to participate.

- **Presentation of a Proclamation celebrating our Mayor for the Day**

Mayor Wilcox recognized Mr. William Brasher with a proclamation.

- **Presentation of a Proclamation celebrating September as Live United Month**

Mayors Wilcox and Brasher presented a proclamation celebrating September as Live United Month in recognition of the efforts of United Way of Denton County.

- **Presentation of a Proclamation honoring Patriot Day and Day of Service and Remembrance**

Mayors Wilcox and Brasher presented a proclamation to Chief Thomson, Assistant Chief Collier and Fire Department staff to honor the 20th anniversary of Patriot Day and Day of Service and Remembrance in memory of the nearly 3,000 men, women and children who

died that day and the heroic sacrifices of our firefighters, rescue, law enforcement personnel, military and other citizens.

CONSENT AGENDA

11. Consider approval of Minutes of the Regular City Council Meeting held on August 10, 2021
12. Consider Ordinance 2021-1285 amending the Comprehensive Zoning Ordinance for Planned Development District 2012-1 (PD 2012-1) relating to Exterior Building Colors for the Property described as The District of Highland Village located at the Northwest Corner of Briarhill Boulevard and FM 407/Justin Road (2nd and final read)
13. Consider Resolution 2021-2951 approving an Amendment to the Articles of Incorporation of the Highland Village Community Development Corporation relating to the Terms and Term Limits of Members of the Board of Directors

Motion by Deputy Mayor Pro Tem Fleming, seconded by Mayor Wilcox, to approve Consent Agenda Items #11 through #13. Motion carried 6-0.

ACTION AGENDA

14. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:
(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)

No action was taken on this item.

15. Consider Resolution 2021-2952 approving a Negotiated Settlement Agreement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division, regarding the 2021 Rate Review Mechanism Filings

APPROVED (6 – 0)

Assistant City Manager Ken Heerman reported Atmos filed a rate increase request in April 2021. The request was reviewed and negotiated by the Steering Committee of the cities served by Atmos at a reduced rate from what was originally requested. Mr. Heerman added that the impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent.

Motion by Councilmember Kixmiller, seconded by Deputy Mayor Pro Tem Fleming, to approve Resolution 2021-2952. Motion carried 6-0.

16. Consider Ordinance 2021-1286 amending in its Entirety Chapter 4 “Animal Control” of the City’s Code of Ordinances as it relates to the Regulation of the Care and Keeping of Animals within the City Limits (1st of two reads)

APPROVED 1ST READ (6 – 0)

Police Chief Doug Reim reported the City’s animal control regulations have not been reviewed in their entirety or substantially updated since 1999, however significant substantive changes may actually have been even earlier. He stated since 1999, a

number of changes in state law relating to the keeping and care of animals have been enacted that are not currently reflected or possibly conflict with current ordinances. In addition, the City has seen changes in the operational practices of its animal care service that are not currently in sync with current City ordinances. Chief Reim stated the City's current ordinances also do not provide for regulations over activities that have become popular during the twenty-two (22) years since the last revisions, such as keeping chickens for production of eggs for personal consumption and beekeeping at home.

Chief Reim also reported regulations that are modified by different City staffs, attorneys and City Councils over a long period of time has language in different sections of the ordinance that have become internally conflicting or fails to use the word to mean the same defined term. Following discussions between City staff and City Council, staff proceeded to conduct a comprehensive overhaul of Chapter 4 of the Code of Ordinances with numerous internal reviews and meetings, input from City Council during two (2) work session discussions, the City Prosecutor, City staff and the City Attorney. The review of the City's animal control regulations also included an extensive review of animal control ordinances of other cities throughout Texas, and in particular, the DFW area.

Mayor Wilcox clarified the proposed ordinance did not include a grandfathering clause. Chief Reim reported it does not and that updates will be provided using social media and education to gain voluntary compliance, as well as community policing.

Motion by Mayor Pro Tem Lombardo, seconded by Councilmember Jaworski, to approve the first read of Ordinance 2021-1286. Motion carried 6-0.

LATE WORK SESSION

(Items may be discussed during Early Work Session, time permitting)

- 17. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)**

Due to time constraints, Mayor Wilcox announced discussion and questions on Agenda Item #2 would now resume during Late Work Session.

Councilmember Jaworski asked if the proposed projects could be done without changing the current tax rate. Mr. Heerman reported it would remain the same. Mayor Pro Tem Lombardo stated the cabin project is a large investment with ongoing maintenance costs and asked when final approval would be needed. Mr. Heerman stated Council would have to approve the project through a bond program, which would come before Council at a later date.

Moving forward with the FY 2021-2022 Budget, Council will have a public hearing and the presentation of the City Manager's Recommended Budget at the September 14 meeting.

No other items were discussed.

- 18. Adjournment**

Mayor Wilcox adjourned the meeting at 8:00 p.m.

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

DRAFT

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 12

MEETING DATE: 09/14/2021

SUBJECT: Consider Ordinance No. 2021-1286 Amending in its Entirety Chapter 4 “Animal Control” of the City of Highland Village Code of Ordinances (2nd and final read)

PREPARED BY: Doug Reim, Chief of Police

BACKGROUND:

The City’s animal control regulations have not been reviewed in their entirety and substantially updated since 1999. However, significant substantive changes may actually have been earlier than 1999 since 1999 was the year in which the City Code was recodified (there has been another recodification since that date). Since 1999, a number of changes in state law relating to the keeping and care of animal, such as regulations relating to the tethering of dogs and the declaration and disposition of dangerous dogs, have been enacted that are not currently reflected or possibly conflict with current ordinances. In addition, the City has seen changes in the operational practices of its Animal Care Services that are not currently in sync with the current City ordinances. The City’s current ordinances also do not provide for regulations over activities that have become popular during the 22 years since the last revisions, such as keeping chickens for production of eggs for personal consumption and beekeeping at home. Finally, as often happens with regulations that are modified by different city staffs, city attorneys, and city councils over a long period of time, language in different parts of the ordinance has become internally conflicting or fails to use the same words to mean the same defined term. Following discussions between City staff and City Council, City staff proceeded to conduct a comprehensive overhaul of Chapter 4 of the Code of Ordinances with input from City Council, the City Prosecutor, City Staff, and the City Attorney. The review of the City’s animal control regulations also included an extensive review of animal control ordinances of other cities throughout Texas and, in particular, the DFW area.

IDENTIFIED NEED/S:

Review and amend in its entirety Chapter 4 of the Code of Ordinances to ensure the City’s animal control ordinances (1) are consistent with current state law and City operational practices, (2) add regulations to address subject matters not presently covered in the City’s ordinances; and (3) perform a general clean up of archaic language and organization of Chapter 4 to make it easier to understand and enforce.

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

Review of the City's animal control regulations began in September 2020 with numerous internal reviews and meetings. Ms. Emily Bowen, with our City Prosecutor's Office, provided valuable review and input before presentation to the City Attorney. These internal meetings were attended by our current Senior Animal Care Officer, Wes Fiddes, Chief Doug Reim, Assistant Chief Mark Stewart, and Support Services Commander Sheri Morrison.

There were two early work sessions with the City Council (April 13, 2021 and April 27, 2021) in which these updates were also discussed with the City Council. These discussions generated more updates to the working document. City staff presented the draft changes to the City Attorney, who conducted a review of all of Chapter 4 for the purpose of modifying and modernizing and simplifying language, ensure internal consistency of defined terms, and eliminate language that was either duplicated or internally conflicting. The final draft of the proposed ordinance contained in the agenda packet has been prepared by the City Attorney and reviewed and approved by City staff. City Council approved the first read of Ordinance 2021-1286 at their meeting held on August 24, 2021.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A.

RECOMMENDATION:

Approve as presented on second and final reading Ordinance No. 2021-1286.

CITY OF HIGHLAND VILLAGE, TEXAS

ORDINANCE NO. 2021-1286

AN ORDINANCE OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF HIGHLAND VILLAGE, BY AMENDING IN ITS ENTIRETY CHAPTER 4 "ANIMAL CONTROL" RELATING TO THE REGULATION OF THE CARE AND KEEPING OF ANIMALS WITHIN THE CITY LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FINES AS SET FORTH IN SAID CHAPTER 4; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Highland Village, Texas, finds that is in the public health and safety to revise and update the City's regulations relating to the care and keeping of animals within the City's corporate limits.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Highland Village, Chapter 4 "Animal Control" is amended in its entirety to read as set forth in Exhibit "A," attached this Ordinance and incorporated herein by reference.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 3. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the amounts set forth in Chapter 4 of the Code of Ordinances, as amended hereby for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 4. This ordinance shall take effect on October 1, 2021, following its passage on Second Reading and publication of the caption in accordance with the provisions of the Charter of the City of Highland Village, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON FIRST READING ON THIS THE 24TH DAY OF AUGUST 2021.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON SECOND READING ON THIS THE 14TH DAY OF SEPTEMBER 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:8/19/2021:123986)

**ORDINANCE NO. 2021-1286
EXHIBIT "A"**

**CHAPTER 4
ANIMAL CONTROL**

ARTICLE 4.01 GENERAL PROVISIONS

Sec. 4.01.001 Definitions

The following words, terms, and phrases, when used in this chapter, have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning, or as provided for in applicable state law:

Abandon. Leaving any animal in an enclosure or location without providing food, water, adequate shelter from sun, excessive heat or cold, rain, hail, ice, or snow, or failing to provide veterinary care when needed to prevent suffering. This definition also includes leaving any animal(s) at a residence or location that is not occupied by a person greater than fifty percent (50%) of time during any thirty (30) day period.

Altered Animal (Spayed/Neutered). Any animal, male or female, whose reproductive organs have been surgically removed.

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

Animal Care Services. A unit within the city responsible for the investigation and/or enforcement of the Animal Control chapter of the city's ordinances(s).

Animal Control Officer or ACO. The person(s) designated by the city manager or, when required, the city council, to represent and act for the city in the impoundment of animals, controlling of stray animals, rabies control and eradication, investigation and/or enforcement of animal control ordinances, and as otherwise required in this chapter, that have successfully completed the training required by Chapter 829 of the Texas Health and Safety Code, as amended, including any required continuing education training. The term also includes a city employee who is an authorized designee of the ACO.

Animal Shelter. Any facility operated by a county or municipal agency or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter and operating pursuant to Chapter 823 of the Texas Health and Safety Code, as amended.

Assistance Animal. Any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with special needs, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, or any other assistance animal as identified by state law.

At Large. An animal that is not confined to the premises of its owner or of the person who at the time possess the animal pursuant to authority of the animal's owner by a containment device of sufficient strength and/or height to prevent the animal from escaping from such premises, or so arranged that the animal does not remain upon such premises when the device is stretched to full length in any direction. An animal shall not be considered at large when held and controlled by a person by means of a leash or chain of proper strength and length to control the actions of the animal.

Auction. Any place or facility where, or the process by which, animals are bought, sold, or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales

of animals by owners.

Basic grooming. Maintaining the eyes, ears, beaks, hooves, feet, nails, coat, and skin of an animal in such a manner that is reasonably necessary for the health and safety of the animal.

Cat. Animals of the feline species of all ages, both male and female.

Confinement. That state of being enclosed within a house, garage, or other building, or confined by leash or chain affixed to the animal's collar, under the control of a person, and adequate to prevent the animal from running at large.

Dangerous Animal. An animal, other than a dog, that:

- (1) Commits an unprovoked attack on a human being resulting in bodily injury and occurring 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;
- (2) Commits an unprovoked act 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, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to the person;
- (3) Commits an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death when such animal is at large; or
- (4) Has a history to run, worry or kill goats, sheep or waterfowl or other animals owned by a person.

Dangerous Dog. A dog that:

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

Dangerous Wild Animal. Any animal not normally considered domesticated which, because of its size, vicious nature, or other natural characteristic would constitute a danger to human life, property, or domestic animals, or any animal that is restricted from ownership by any state or federal law including, but not limited to, the following animals:

- (1) Reptiles: venomous reptiles, crocodiles, or alligators;
- (2) Birds: emus, ostriches, rheas, and any species illegal to own under federal or state law;
- (3) Mammals: ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, baboons, chimpanzees, orangutans, gorillas, lynx, bears, and any species illegal to own under federal or state law, and any animals which are, or may be hereafter, listed as a "high risk" animal in the Texas Rabies Control Act; or
- (4) Any hybrid of any animal classified as a "dangerous wild animal."

Dog. Animals of the canine species of all ages, both male and female.

Domestic Animal. Any animal that may be kept as a pet within the city so long as all of the required provisions of this chapter are met, and is not a dangerous animal, or a wild animal, including, but not limited to the following animals:

- (1) Reptiles: any non-venomous reptile that is not protected from ownership by any state or federal law;
- (2) Birds: any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;
- (3) Fish: any fish commonly kept as pets that are not protected from ownership by any state or federal law; or
- (4) Mammals: include any mammals commonly kept as pets including but not limited to dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders.

Dispense. Sending an animal to a rescue organization, adopt out the animal to an owner, or humanely euthanizing an animal.

Dispose. Transporting an animal to another location for destruction.

Eartipping. The removal of the distal one-quarter of a feral cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a feral cat as being sterilized and lawfully vaccinated for rabies.

Estray. Any branded or unbranded livestock, fowl, exotic livestock, or exotic fowl running at large.

Exotic Animal. An animal not defined elsewhere in this chapter

Feral Cat. A cat that is:

- (1) born in the wild or is the offspring of an owned or feral cat and is not socialized;
- (2) is a formerly owned cat that has been abandoned and is no longer socialized; or
- (3) living on a farm.

Foster Care Animal. Any animal under the control of a member of a recognized local humane organization.

Fowl. Chickens, turkeys, pheasants, quail, geese, ducks, or similar feathered animals, regardless of age, sex, or breed, excluding ostriches, emus and/or rheas.

Guard Dog. Any dog that will, due to training, handling, or conditioning, detect and warn its handler that an intruder is present in or near an area that is secured, and that may respond on command or independently to protect its owner or handler or any property belonging to them.

Harbor. The act of knowingly or intentionally keeping and/or caring for an animal or providing a premises to which an animal returns for food, shelter, care, or protection from impoundment.

Humane Trap. Any trap designed to capture an animal without injuring the animal.

Invisible Fence. An electronic system designed to keep a domestic animal within a set of predefined boundaries without the use of a physical barrier by which a mild electric shock to the animal can be delivered by an electronic collar if a warning sound is ignored.

Livestock. Species of animals that are normally suited for, or are kept or used on, a farm, ranch or similar setting for agricultural purposes such as animal husbandry, food or food production, production of fiber or clothing material, riding, driving, pulling, hauling, commerce, or similar purpose. For purposes of this chapter, the following and similar species of animals shall be considered to be livestock, regardless of age, breed, or sex, unless otherwise stated herein or determined by the ACO.

- (1) Bovine - The biological subfamily Bovinae includes a diverse group of ten (10) genera of medium to large-sized ungulates, including domestic cattle, bison, African buffalo, water buffalo, and antelopes.
- (2) Equine - A term relating to horses, mules, zebras, and asses (the correct term for a donkey, burro, or jackstock).
- (3) Goats (Caprine) – The domesticated form of capra hircus and includes, but is not limited to, domestic goats, pygmy goats, dwarf goats, fainting goats, angora goats, etc.
- (4) Sheep (Ovine) – A term relating to sheep and includes, but is not limited to, domestic sheep, hampshire, suffolk, shropshire, churra, etc.
- (5) Swine (Porcine) - A term relating to swine and includes, but is not limited to, domestic pigs, miniature pigs, pot-bellied pigs, Hampshire pigs, American Yorkshire pigs, Hereford pigs, etc.
- (6) Ruminant – Even-toed ungulate mammals that chew the cud regurgitated from its rumen and includes, but is not limited to, cattle, sheep, antelope, deer, giraffe, and their relatives.
- (7) Camelid – Any even-toed, ruminant mammals having a three-chambered stomach and including, but not limited to, camels, llamas, guanaco, alpaca, and vicuna.

Local Rabies Control Authority (LRCA). The person designated by the city council pursuant to Texas Health and Safety Code §826.017, as amended.

Local Rabies Control Incident. Any bite, scratch, or other injury to a person caused by a warm-blooded animal that breaks the person's skin and/or causes the person to bleed and potentially come into contact with the injuring animal's saliva and could therefore allow the rabies virus to be transmitted from the animal to the person.

Microchip Implant. A passive electronic device injected into an animal by means of a hypodermic-type syringe device that contains a unique and original read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners.

Owner. Any person who has legal or equitable title to any animal, harbors, or keeps any animal in the person's possession, or permits any animal to remain on or about the person's premises.

Possession. Actual care, custody, control, or management of a certain animal.

Premises. A parcel of land of one or more continuous lots.

Prohibited Animal. An animal not normally born and raised in captivity, including, but not limited to, the following:

- (1) *Class Reptilia*. Family Helodermatidae (venomous lizards) and Family Hydrophiidae (venomous marine snakes); Family Viperidae (rattlesnakes, pit vipers and true vipers); Family Elapidae (coral snakes, cobras, and mambas); Family Columbridae-Dispholidus Typus (boomslang); Bioga Dendrophilia (mangrove snake) and Kirklandii (twig snake only); and Order Crocodylia (such as crocodiles and alligators).
- (2) *Class Mammalia*. Order Carnivores.
 - (A) Family Felidea (such as lions, tigers, bobcats, jaguars, leopards, cougars and savannah cats – hybrid of serval), except commonly domesticated cats;
 - (B) Family Canidae (such as wolves, dingoes, coyotes, foxes, and jackals), and any hybrid of an animal listed in this section except commonly domesticated dogs;
 - (C) Family Mustelida (such as weasels, skunks, martins, minks, badgers, and otters) except ferrets;
 - (D) Family Procyonidae (such as raccoons and coati);
 - (E) Family Ursidae (such as bears);
 - (F) Marsupialia (such as kangaroos, opossums, koala bears, wallabies, bandicoots, and wombats);
 - (G) Chiroptera (bats);
 - (H) Edentata (such as sloths, anteaters, and armadillo);
 - (I) Proboscidea (elephants);
 - (J) Primata (such as monkeys, chimpanzees, orangutans, baboons, and gorillas); or
 - (K) Rodentia (such as beavers and porcupines).
- (3) *Class Amphibi*. Poisonous frogs; does not include non-venomous reptiles or non-venomous snakes.
- (4) *Exceptions*. Any of the above animals may be permitted if under the care of a person who holds a Texas state licensed wildlife rehabilitation permit pursuant to the Texas Administrative Code, Title 31, Part 2, Chapter 69, Subchapter C, as amended, and presents such valid permit to Animal Care Services.

Public Nuisance Animal. Any animal that unreasonably disturbs one or more people, endangers the life or health of another animal or person, or substantially interferes with the rights of one or more people, other than the animal's owner, to the enjoyment of life and property. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that:

- (1) Is repeatedly found at large;
- (2) Damages the property of anyone other than its owner;

- (3) Molests or intimidates pedestrians or passersby;
- (4) Chases vehicles or molests, attacks, or interferes with other animals or people, or is at large on public or private property;
- (5) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to one or more people of reasonable sensitivity in close proximity to the premises where the animal is kept or harbored;
- (6) Causes fouling of the air by odor and thereby creates unreasonable annoyance, disturbance, or discomfort to one or more people of reasonable sensitivity in close proximity to the premises where the animal is kept or harbored;
- (7) Creates a condition that is dangerous to human life or health, renders the ground, the water, the air, or the food a hazard or injurious to human life or health or that is offensive to the senses, or that is detrimental to the public health;
- (8) Attacks other domestic animals; or
- (9) Damages, soils, defiles, or defecates on private property, other than the owner's property, or on public walks or recreation areas unless such waste is immediately removed and properly disposed of by the owner.

Quarantine. To confine and isolate from people and other animals in a state-approved quarantine facility or in compliance with all stipulations of a home quarantine when allowed by the LRCA.

Shelter. An adequately ventilated structure that is capable of providing cover and protection from the weather constructed with a minimum of three sides with a top and a bottom, and bedding material, and large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.

Stray. An animal that is not properly restrained and that wanders upon a public place, roadway, street, highway, or the property of another person.

Trap-Neuter-Release. Means the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, tattooing, and returning feral cats to their original location.

Unaltered Animal (Not Spayed/Not Neutered/Intact). Any animal, male or female, whose reproductive organs are intact and functional.

Vaccination. An injection of any vaccine to produce immunity against a disease or inoculation approved by the department of state health services and administered or supervised by a licensed veterinarian.

Sec. 4.01.002 Penalties

- (a) Unless otherwise stated in this Chapter, a person convicted of a violation of this Chapter shall be as provided in Sections 1.01.009(a) and (e) of this Code.
- (b) Any person commits an offense if, with intent to deceive, he knowingly makes a false report or statement, either verbal or written, that is material to an investigation of an alleged violation of this chapter to an Animal Control Officer, police officer, or other person authorized to enforce provisions of this chapter.

- (c) A person who intentionally or knowingly interferes with the ACO in the performance of the ACO's duties under this chapter commits an offense under this chapter.
- (d) Nothing in the Chapter, including but not the provisions of this section, shall be construed as prohibiting or limiting the assessment of fines and/or penalties upon conviction of a person for a violation of state and/or federal law for acts or omissions that also constitute a violation of this Chapter.

Sec. 4.01.003 Fee schedule

The following fees shall be adopted from time to time by resolution or ordinance approved by the City Council and included in the City's Master Fee Schedule:

- (a) impoundment fee;
- (b) boarding fees;
- (c) rabies vaccination;
- (d) registration;
- (e) veterinary bills;
- (f) rabies quarantine;
- (g) rabies specimen testing;
- (h) owner release;
- (i) deceased animal removal;
- (j) flea treatment; and
- (k) bordetella vaccination.

The City Council may authorize the City Manager from time to time by resolution to reduce, refund, or waive fees under this chapter.

Sec. 4.01.004 Enforcement; citations; authority of ACO

- (a) Enforcement generally; citations. The ACO shall have the authority to issue a citation for any violation of this chapter. It shall be unlawful for any person, upon being issued a citation, to intentionally or knowingly give the ACO a name or address other than the person's true name and address. If the person being cited is not present, the ACO or designee may send the citation to the alleged offender by certified mail, or registered mail, return receipt requested, whereupon service shall be deemed completed. Each animal with respect to which there is a violation and each day that a violation continues is a separate offense.
- (b) Right to ingress: The ACO shall have the right of ingress on any property within the city in order to carry out the provisions of this chapter, and to determine the condition of any animal, bird, or fowl. However, in no event shall the ACO enter a structure used for human habitation without consent of the occupant unless first securing a search or arrest warrant and/or securing consent of the owner of the property for a premises inspection provided for in Section 4.01.007. The ACO shall have the right of ingress and egress on private property for the purpose of apprehending an animal at large.

- (c) Authority to carry tranquilizer guns., the ACO is hereby authorized to carry a loaded tranquilizer gun approved by the Chief of Police or appropriate city official on the ACO's person, or in city vehicles, when acting in the course and scope of the ACO's employment and may use the tranquilizer gun only in the lawful discharge of the ACO's duties.
- (d) Authority to euthanize animals. The ACO shall have the authority to humanely euthanize animals in accordance with Section 821.052 of the Texas Health and Safety Code and the Euthanasia Reference Manual, as published and amended by the Humane Society of the United States, only in situations allowing euthanization by the Texas Penal Code or any applicable state law.
- (e) Authority to use other weapons. The ACO shall have the authority to use other weapons upon demonstration of proficiency, which will be documented through a valid Use of Force Report on file with Animal Care Services. Qualifications for firearms will be achieved through the Police Department. Other weapons shall only be used in the lawful discharge of the ACO's duties and shall not be used in violation of any applicable state law.

Sec. 4.01.005 Public nuisance animals

- (a) Keeping excessive number of animals; animals creating disturbance.
 - (1) No person shall keep or harbor on the person's premises, or elsewhere in the city, more than the maximum number of animals permitted by this chapter.
 - (2) No person shall keep or harbor on the person's premises or elsewhere any animal or fowl of any kind that makes or creates a disturbance to the occupants of adjacent premises or persons living in the vicinity thereof or permit such animal to make or create disturbing noises by howling, barking, crowing, bawling or otherwise. If such disturbance creates a sound pressure level exceeding 65 dB(A) at the property boundary of the premises where the animal or fowl is located not less than five (5) times in a thirty (30) minute period, such person shall be presumed to have violated this section.
- (b) Animals emitting odors; pest control. It shall be unlawful for any person to maintain any animal or fowl in such a manner that people present on adjacent or nearby property are subjected to obnoxious odors. All persons keeping animals shall keep their premises clean and free from obnoxious odors as well as flies, mosquitoes, and other insects.
- (c) Poop and Scoop.
 - (1) It is an offense for any person to harbor or keep an animal on the person's premises, or on or about premises under the person's control, to allow such premises to become a hazard to the general health and welfare of the community or allow such premises to give off obnoxious or offensive odors due to the activity or presence of such animals.
 - (2) It is an offense for any person to allow the person's animal to defecate on public property or on the property of another and fail to immediately remove such waste.
- (d) Animals trespassing, attacking other animals, or damaging property. It shall be unlawful for any person to maintain any animal in any area which constitutes a nuisance by reason of repeated trespassing on public or private property, attacks on other animals, or damage to public or private property.
- (e) Surgical alteration required. Any owner of a dog or cat who has a documented restraint violation in accordance with this chapter on three (3) occasions within a twelve-month period shall have

the animal spayed or neutered not later than seven (7) days of written notification by the ACO. Verification from the veterinarian performing the surgery shall be provided to the ACO in writing within seven (7) days of the surgery.

Sec. 4.01.006 Inspection of premises where animals are kept

Upon receiving a complaint, premises where livestock, fowl, or animals are kept or maintained shall be subject to inspection, by the ACO at any reasonable hour of the day in the presence of the owner. If such premises is within a structure used for human habitation, the ACO shall not enter for inspection without consent of the occupant without first securing a search or arrest warrant and/or securing consent of the owner.

Sec. 4.01.007 Right of occupant of premises to confine stray animal

If a stray animal is found upon the premises of another, the occupant of the premises may confine the animal only for so long as reasonably necessary to notify the ACO and for the ACO to have the animal impounded. In attempting to confine the animal, the occupant shall not use any force that is intended or known by the occupant to cause, or in the manner of its use is capable of causing, death or injury to the animal.

Sec. 4.01.008 Abandonment of animal

It shall be unlawful for any person to abandon any animal within the corporate limits of the city.

Sec. 4.01.009 Confinement of animal in vehicle

- (a) An animal shall not be confined in a vehicle unless the windows of the vehicle are all at least partially open, and unless the temperature or other conditions do not threaten the health of the animal. If an animal is confined in a vehicle in a manner that the ACO believes threatens its health, any ACO, peace officer, or firefighter/paramedic may enter the vehicle by whatever force is necessary to release the animal without liability upon the City for any resulting damage to person and property.
- (b) Any person who owns or has custody or control of an animal that has been confined in a vehicle in a way that threatens its health may be charged with a violation of this chapter.
- (c) Any animal that has been confined in a vehicle in violation of this chapter may be impounded. In the event of any such impoundment, the owner or keeper of the animal shall be liable for all costs and expenses of impounding or keeping the animal before the animal is returned to owner.

Sec. 4.01.010 Reporting injury to animal

Any operator of a motor vehicle who strikes a domestic animal shall immediately report such injury or death to the animal's owner and/or the Highland Village Police Department.

Sec. 4.01.011 Indecent exhibitions

No person shall exhibit any animal indecently, nor shall any person let any male animal to any female animal unless the same be done in some place wholly enclosed and out of public view.

Sec. 4.01.012 Disposal of dead animals

It shall be the responsibility of the owner of an animal or the property owner where an animal has died to properly dispose of the dead animal within a twenty four (24) hour period. The ACO has the authority to retrieve and dispose of any dead animal found on public property, including assisting a citizen with

such disposal, if requested. The owner of the property from which a dead animal is removed by the ACO shall be responsible for the payment of fees for such removal.

Sec. 4.01.013 Keeping dangerous wild animals

It is an offense to possess, confine or care for a dangerous wild animal within the City.

Sec. 4.01.014 Special requirements for certain animals

(a) Fowl and domestic animals. Any pen or enclosure in which fowl, rabbits, guinea pigs, or other domestic animal(s) are kept must be secure and cleaned and disinfected daily. Litter and droppings from such fowl, rabbits, guinea pigs, and other domestic animal(s) must be collected daily and hauled away.

(b) Keeping Honeybees.

(1) Restrictions. A person may not keep a bee colony that causes a threat to human or animal health or interferes with normal use and enjoyment of public or private property.

(2) Apiary maintenance.

a. A person shall provide a source of water within twenty (20) feet of a bee colony to prevent the bees from congregating at a water source used by humans, birds, or domestic pets.

b. A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building or other bee-proof enclosure.

(3) Hive location.

a. A person shall not locate a hive within fifty (50) feet of the property line of a habituated tract of land, as measured from the nearest point of the hive to the property line.

b. A person, who keeps a bee colony within one hundred (100) feet of the property line of a habitat tract, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line and notify the other property owner(s) of the bee's presence.

(4) Colony density.

a. A person may not keep more than:

(1) Two (2) bee colonies on a tract one-quarter acre in area or smaller.

(2) Four (4) bee colonies on a tract larger than one-quarter acre in area but smaller than one-half acre in area.

(3) Six (6) bee colonies on a tract one-half acre or more in area but smaller than one acre in area.

(4) Eight (8) colonies on a tract one acre or more in area.

(5) Hive identification and ownership.

- a. Except as provided in paragraph b., below, a person shall:
 - (1) Brand, paint, or otherwise clearly mark the apiary owner's name and telephone number on at least two hives placed at opposite ends of an apiary; or
 - (2) Post a conspicuous sign displaying the apiary owner's name and telephone number at the entrance to the apiary tract.
- b. A person is not required to place owner identification on or near a colony located on a tract on which the owner resides.
- (6) Destruction of wild or abandoned bees.
- (c) Animal Care Services may order the relocation or destruction by a qualified beekeeper at the owner's expense of a colony not residing in a hive, a swarm of bees, or a colony residing in an abandoned standard or manmade hive, if contaminated with or known to have Africanized honeybees (killer bees).
- (d) Potbellied pigs. Potbellied pigs kept in the City:
 - (1) may not exceed eighteen (18) inches at the shoulders;
 - (2) may not weigh more than sixty (60) pounds;
 - (3) shall be kept inside the owner's residence other than at those times necessary for the elimination of waste or for exercise; and
 - (4) must be spayed or neutered and have their tusks removed.
- (e) Ferrets. Ferrets kept in the City shall be spayed or neutered and kept inside the owner's residence at all times. Cages used for the keeping of these animals must be maintained in a clean and sanitary condition at all times.
- (f) Pygmy goats. Pygmy goats kept in the City must be spayed or neutered.
- (g) Exotic animals. It shall be unlawful for any person to keep exotic animals in the City without first obtaining a permit from Animal Care Services. Such permit shall be valid only for the location for which it is issued. Only a person who complies with the requirements of this chapter shall be entitled to receive and retain a permit pursuant to the Subsection (h). Every person who is the keeper of any exotic animals shall make an application in writing for a permit to keep such exotic animals upon forms prescribed and furnished by Animal Care Services. Permits issued pursuant to this Subsection (h) shall be valid for one year from the date of issuance.
 - (1) Applications for a permit to be issued pursuant to this Subsection (h) shall include the following information:
 - a. Name, address, and telephone number of the person making the application;
 - b. Driver's license number, state of issuance, and date of birth of the person making the application;
 - c. The name, description, species, sex, age, and number of exotic animal(s) to be kept at the premises;

- d. A statement giving permission for the ACO to inspect the premises where the exotic animal is kept;
- e. Signature of the applicant; and
- f. Signature of the ACO approving the permit.

Applications must be accompanied by the required fee.

- (2) Each exotic animal must be provided with a separate, adequate cage or enclosure and shall remain separated from other exotic animals at all times, which cage or enclosure shall be:
 - a. constructed in a manner capable of preventing the animal from escaping;
 - b. large enough to afford the animal mobility and allow it to turn, stretch and move about at will;
 - c. maintained in a clean and sanitary condition at all times; and
 - d. located within a structure equipped with climate control for both heat and cooling.
- (3) A permit for the keeping of exotic animals may be revoked as follows:
 - a. Upon receiving a written complaint regarding the keeping of exotic animals, the ACO shall investigate the complaint and report all findings on a prescribed form for such investigation.
 - b. The ACO may revoke or deny any exotic animal permit and impound any exotic animals under certain conditions, including, but not limited to:
 - (1) After determining, with the assistance of a veterinarian, that the animal was abused or neglected;
 - (2) The holder of the permit is found to be in violation of this chapter; or.
 - (3) The holder of the permit is harboring on the premises for which the permit is issued exotic animals in addition to those specified on the permit.

Sec. 4.01.015 Humane live traps

- (a) Humane traps shall be used to trap animals within the city, whether on public or private property. The person who places the trap, or who requests its placement, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to Animal Care Services of any captured animal. All traps shall be checked at least daily.
- (b) No traps shall be placed upon public or private property prior to issuance of a trapping permit by Animal Care Services. A trapping permit will be valid for ninety (90) days from the date of issuance following payment of the fee set forth in the City’s master fee schedule. The person setting the trap shall properly label the trap, indicating the name and contact information for the owner and the date permission was obtained from Animal Care Services for setting the trap.
- (c) Offenses. A person commits an offense if the person:

- (1) Places and/or baits, or allows the placing and/or baiting, of a steel-jawed trap, a body hold trap, any snare trap, any noose-type trap, or any other trap designed, used, or adapted to be lethal or cause serious bodily injury or death of an animal;
 - (2) Places and/or allows the placing of any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats or any other animal with the intent to kill or harm;
 - (3) Fails to check a trap the person has placed and/or baited, or allowed to be placed and/or baited, at least once every twenty-four (24) hours;
 - (4) Places and/or baits, or allows the placing and/or baiting, of any trap without first obtaining written permission from Animal Care Services when the low temperature is expected to be below thirty-five (35) degrees Fahrenheit, is above one-hundred (100) degrees Fahrenheit, or when a weather advisory has been issued;
 - (5) Places and/or baits a trap, or allows the placing and/or baiting of any trap, designed for trapping animals on any highway, street, alley, or other public place within the city unless written permission by Animal Care Services has been previously granted. This subsection (c)(5) shall not apply to a city enforcement agent or an agency with written permission from Animal Care Services for placing the trap on public property;
 - (6) Removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or placed at the request of Animal Care Services; or
 - (7) Places and/or baits a trap, other than a commercially available trap solely designed to exterminate mice, rats, or insects, for commercial profit, without identifying the trap with the name, telephone number, and Texas Department of Agriculture Structural Pest Control Applicator license number of the applicator who placed and baited the trap. Commercial traps that are not readily identifiable are subject to seizure and fine.
- (d) Any trap found to be set in violation of this chapter may be confiscated by an Animal Control Officer or city enforcement agent and held as evidence in the case for the offense.
- (e) It is a defense to a violation of this section if the person is exterminating rats, mice, or insects through the use of traps, poisons, or any commercially available means when used in the person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions if the person is taking reasonable precautions to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other section of this chapter.
- (f) The use of a city-owned humane trap to trap skunks is prohibited. Any person who catches a skunk with a privately owned humane trap must release the skunk or contact a private company to have the skunk removed within twenty-four (24) hours.

Sec. 4.01.016 Trap-Neuter-Release

The following actions shall be permitted in the city as part of a Trap-Neuter-Release Program:

- (a) Trapping for the sole purpose of sterilizing, vaccinating for rabies, tattooing, and eartipping feral cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.

- (b) An eartipped cat received by Animal Care Services will be returned to the location where trapped unless veterinary care is required. A trapped eartipped cat will be released on site unless veterinary care is required.
- (c) A person who returns a feral cat to its original location or close proximity while conducting Trap-Neuter-Release is not deemed to have abandoned the cat.
- (d) Trap-Neuter-Release shall be the preferred disposition for impounded feral cats. Animal Care Services is authorized and encouraged to conduct Trap-Neuter-Release or to direct impounded feral cats to a Trap-Neuter-Release program.
- (e) Animal Care Services shall create, establish, and carry out standard operating procedures for the Trap-Neuter-Release Program.

Sec. 4.01.017 Inhumane treatment of animals

- (a) A person commits an offense if the person:
 - (1) Docks the tail or removes the dew claws of an animal over five (5) days of age, or crops the ears of an animal of any age, unless the person is licensed to practice veterinary medicine in the state of Texas;
 - (2) Removes from its mother any dog, cat, ferret, or rabbit less than six (6) weeks old, or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
 - (3) Dyes or otherwise artificially colors any animal with anything other than a non-toxic dye specifically created for dogs and cats that is, applied in a humane manner;
 - (4) Displays, transfers ownership, or offers to transfer ownership of any dyed or otherwise artificially colored animal, except as provided in subsection (a)(3) above;
 - (5) Abandons any animal the person owns or possesses at the Animal Care Services facility, any other place of business, on public property, or with any person that has not consented or has revoked consent to be responsible for the care of the animal;
 - (6) Fails to reclaim from the Animal Care Services facility or from any person who had temporary possession of the animal any animal the person owns;
 - (7) Fails to notify Animal Care Services within twenty-four (24) hours after the person strikes an animal on an alley or street within the City while operating a motor vehicle;
 - (8) Euthanizes, kills, or attempts to euthanize or kill an animal in a manner other than authorized by this chapter;
 - (9) Causes or allows an animal to remain in its own filth;
 - (10) Owns or has care, custody, or control of an animal having an infestation of ticks, fleas, or other parasites, without having the animal treated by a veterinarian or following a proper commercially available treatment regimen for the infestation;
 - (11) Owns or has care, custody, or control of an animal having an obvious or diagnosed illness, injury, or communicable illness transmittable to animal or human, without having the animal treated by a veterinarian or following a proper treatment regimen for the injury or illness;

- (12) Fails to provide basic grooming for an animal;
 - (13) Fails to adequately provide an animal owned by or under the person's care, custody, or control with necessities of life, including food, potable water, sanitary conditions, shelter, or protection from the heat, cold, other environmental conditions, or other circumstances that may cause bodily injury, serious bodily injury, or death of the animal;
 - (14) Transfers ownership or offers to transfer ownership of any chicken, duckling, or rabbit younger than sixteen (16) weeks of age in quantities of less than twelve (12) to a single purchaser;
 - (15) Mutilates or allows to be mutilated any dead animal for reasons other than food preparation or taxidermy; provided, however, dissection in compliance with medical or veterinary research, medical or veterinary necropsy, and bona fide educational use of dead animals shall be a defense to this paragraph (15);
 - (16) Attaches or allows to be attached a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
 - (17) Attaches or allows to be attached a tether that is not appropriately sized for the animal or so heavy as to restrict or burden the animal's movements;
 - (18) Displays, transfers ownership, or offers to transfer ownership of any turtle with a carapace of less than four (4) inches in length; or
 - (19) Teases, taunts, or provokes an aggressive reaction from an animal.
- (b) This section shall not be interpreted to restrict the lawful activities and legitimate operations of rodeos, 4H Clubs, or FFA Clubs.

Sec. 4.01.018 Identification of animals

Except as provided herein, all animals within the city, excluding mice, rats, rabbits, guinea pigs, hamsters, gerbils, ferret, fowl, and snakes, shall be marked by some type of identifying license, tag, microchip, band, tattoo, and/or brand by which the animal's owner can be identified.

Sec. 4.01.019 Molesting animals

It shall be unlawful for a person to tease, annoy, disturb, molest, or irritate in any manner an animal that is confined to the owner's premises.

Sec. 4.01.020 Hunting prohibited

It shall be unlawful for any person to hunt, shoot, intentionally injure, or kill within the city:

- (1) any wild bird, animal, mammal, or reptile; or
- (2) any domestic bird, animal, mammal, reptile, or pet that is not owned by the person.

It is a defense to a violation of this section that the person killed a venomous snake, or the person is employed by Animal Care Services or is a law enforcement officer using certain firearms in emergency field conditions where such actions are provided for by law or city policy.

Sec. 4.01.021 Domestic animals

It shall be unlawful for any person to shoot a domestic animal within the city limits. It shall be a defense to a violation of this section that:

- (1) the domestic or wild animal shot was a vicious animal and presented an immediate threat to personal or public safety; or
- (2) the person is an employee of Animal Care Services or a law enforcement officer using certain firearms in emergency field conditions where such actions are provided for by law or city policy.

Sec. 4.01.022 Tampering with animal shelter or impoundment vehicle

It is unlawful for any person to:

- (1) break into, open, pull down the enclosure of, or make any opening into the animal shelter or any enclosure belonging to or used by the city to impound or keep animals; or
- (2) turn out or release, cause to be turned out or released, or aid and abet the turning out or release of any animal from the animal shelter, from an impoundment vehicle or from an enclosure used by the city for the impoundment of animals.

Sec. 4.01.023 Keeping of animals near city water supply

It is unlawful for any person, whether for himself or as the agent of another or others, to keep or to participate in keeping any horse, hog, cattle, sheep, goat, other livestock and/or fowl in any pen or lot used to confine any such multiple animal operation within five hundred (500) feet of any water supply wells from which the city obtains its principal water supply as specified in 31 Texas Administrative Code § 290.41, as amended.

ARTICLE 4.02 - ANIMAL IMPOUNDMENT AND DISPOSAL

Sec. 4.02.001 Authority to impound animals

The ACO shall have the authority to:

- (a) Impound an animal which is diseased and endangers the health and welfare of another animal or person;
- (b) Dispense of an animal which poses an imminent danger to a person or property and a real or apparent necessity exists for the destruction of the animal;
- (c) Dispense of an impounded animal if the ACO determines that recovery of the animal is doubtful due to injury or disease; and/or
- (d) Dispense of an animal which, after being deemed dangerous according to the provisions and processes stated within this chapter, is found to be at large within the city limits.

Sec. 4.02.002 Redemption of impounded animal

- (a) Conditions: The owner of any animal impounded shall have the right to redeem the animal upon satisfying the following conditions:
 - (1) Payment of all fees in accordance with current fee schedule;

- (2) Delivery to Animal Care Services proof of current rabies vaccination of the released animal within seven (7) days of release; and
 - (3) The owner possesses or obtains all permits required for the possession or keeping of the released animal, such as:
 - a. Dangerous dog;
 - b. Excessive animals; or
 - c. Exotic pet.
- (b) Impoundment fees. The fees required to be paid before an animal will be released from impoundment, the amounts of which shall be adopted by the City Council and set forth in the City's master fee schedule, shall include, but not be limited to, any or all of the following:
- (1) Basic impound fee, adjusted upward for each subsequent impoundment;
 - (2) Daily boarding fees;
 - (3) Rabies vaccination fee, if no proof of current and valid rabies vaccination can be provided at the time of release; and
 - (4) Any other applicable permit fees.

Sec. 4.02.003 Euthanasia at request of owner

If the owner of an animal requests euthanasia of the animal by Animal Care Services due to injury or illness where recovery of the animal is unlikely and private means are not readily available, the owner must first sign all required forms and pay the required fees in accordance with current fee schedule.

Sec. 4.02.004 Adoption of impounded animals

- (a) Requirements. Any person who desires to adopt an animal directly from the animal shelter shall first:
- (1) Pay the required adoption fee as set forth in the city's master fee schedule;
 - (2) Have any animal four (4) months of age or older, for which no proof exists of a current and valid rabies vaccination exists, vaccinated for rabies before leaving the shelter or within seven (7) days of adoption and deliver a copy of such proof of vaccination to Animal Care Services not later than thirty (30) days after the date of vaccination;
 - (3) Have any animal not yet vaccinated for rabies due to the age of the animal being less than four (4) months vaccinated as soon as the animal becomes eligible and deliver a copy of such proof of vaccination to Animal Care Services not later than thirty (30) days after the date of vaccination;
 - (4) Register the animal in accordance with this Chapter, if applicable; and
 - (5) Sign an agreement to have the animal sterilized pursuant to Texas State Law, within thirty (30) days after the adoption or as soon as the animal reaches the proper age for such a procedure, which agreement shall include an agreement by the adopter that if the adopter fails to comply with a sterilization agreement under this subsection, the

animal may be seized and impounded by the ACO and ownership will automatically revert to the city.

- (b) Spaying or neutering of animal. Each dog or cat adopted from the animal shelter shall be spayed or neutered prior to release of the animal to the adopter, unless:
 - (1) The dog or cat is under six (6) months of age;
 - (2) A licensed veterinarian certifies that the dog or cat should not be spayed or neutered for health reasons or is permanently non-fertile; or
 - (3) The animal has not spent enough time in custody to be scheduled for sterilization.
- (c) Determination of whether animal is suitable for adoption. The ACO shall make the final determination whether an animal is suitable for adoption. The ACO will consider such factors as the health and temperament of the animal. However, such a decision by the ACO to permit adoption of a particular animal shall not constitute a warranty, expressed or implied, of the health, temperament, suitability, or age of the animal.

Sec. 4.02.005 Disposal of nursing baby animals

Baby nursing animals impounded without the mother, or whose mother cannot or refuses to provide nutritious milk, may be transferred to a licensed rehabilitation facility whenever such facility is willing and able to provide care for the baby nursing animals. Should no facility be available, the animals may be humanely euthanized to prevent further suffering.

ARTICLE 4.03 RABIES CONTROL

Sec. 4.03.001 State regulations adopted

The city hereby adopts by reference the Rabies Control Act of 1981, as amended (Chapter 826, Texas Health and Safety Code, as amended), and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the city. The Senior Animal Control Officer, as designated by Animal Care Services, is hereby designated the local rabies control authority for the city.

Sec. 4.03.002 Vaccination

- (a) Required. The owner or custodian of each domestic dog, cat, or ferret shall have the animal vaccinated against rabies by the time the animal is four (4) months of age. After the initial rabies vaccination, the animal must receive a booster vaccination on intervals of not more than twelve (12) months. Every domestic dog, cat, or ferret must be revaccinated against rabies at a minimum of at least once every three (3) years with a rabies vaccine licensed by the United States Department of Agriculture. The vaccine must be administered according to label recommendations.
- (b) Certificate/display of vaccination tag. Each vaccination certificate shall reflect the name of the owner; the owner's address; a description of the dog, cat, or ferret vaccinated; the date of the vaccination; the number of the vaccination tag; the kind of vaccination used; and the expiration date of the serum. The veterinarian administering the vaccination shall furnish the owner with a metal tag bearing all information required by state law, which tag shall be securely attached to the collar or harness of a dog or cat at all times. Ferrets shall not be required to wear a tag.
- (c) Proof for new residents moving from area that does not issue tags. The owner of a dog, cat, or ferret who moves from an area that does not issue tags as proof of current vaccination for rabies

must provide a certificate of vaccination if request. Information on the certificate must include the name, address and phone number of the veterinarian or clinic where the vaccination was given; the type of vaccination used; date of vaccination; name, breed, color, and description of animal; and name, address, and phone number of the owner. Information contained on the certificate shall be confirmed by the ACO or designee by phone or fax before accepting the information as proof of current vaccination. If the information cannot be confirmed, the animal must be revaccinated.

- (d) Tags not transferable. It shall be unlawful for the owner or keeper of any dog, cat, or ferret to allow such animal to have attached to it in any manner the metal tags issued for another animal.

Sec. 4.03.003 Reporting of rabies; quarantine of suspected rabid animal

The reporting of rabies and quarantine of suspected rabid animals shall be in accordance with current applicable state law.

Sec. 4.03.004 Animal biting or scratching a person

- (a) Procedure. Animal Care Services' procedure for handling a reported bite or scratch caused by a suspected rabid animal to another animal or person shall be in accordance with current applicable state law.
- (b) Home Confinement/Quarantine. Home confinement or quarantine ordered by an ACO or designee shall be in accordance with current applicable state law. The quarantine period for a dog, cat, or a domestic ferret for rabies observation shall be two hundred forty (240) hours from the date and time of the bite, scratch, or other exposure, or as specified by state law or rule.
- (c) Quarantine fee. The owner of any dog, cat or other animal held in quarantine for rabies observation shall be charged a fee for such quarantine in addition to any impoundment fee. This fee shall be charged on a per-day basis as set forth in city's current master fee schedule.

Sec. 4.03.005 Failure to quarantine

- (a) A person commits an offense if the person fails or refuses to quarantine or present for quarantine or testing an animal as required by Section 4.03.004 or Texas Health and Safety Coder §826.042 with each day such refusal continues constituting a separate offense.
- (b) If an owner has been notified by Animal Care Services that the owner's animal must be quarantined or presented for quarantine and refuses to do so, and the animal has bitten someone other than a member of the owner's immediate member, the ACO or designee may obtain a seizure warrant from a court within twenty-four (24) hours of notice to the owner. In addition to the seizure, the owner may be cited for failure to quarantine for the number of days of required quarantine before the animal was seized.

Sec. 4.03.006 Counterfeiting; destruction of tags, certificates

A person commits an offense if the person intentionally or knowingly:

- (1) Counterfeits a rabies vaccination tag or certificate or a license; or
- (2) Destroys a rabies vaccination tag or certificate.

Sec. 4.03.007 Pet sitting and dog walker services.

- (a) All animal owners using pet sitting or dog walker services shall make a current rabies vaccination certificate available to the pet sitter or dog walker at the owner's residence if the animal is involved in a bite case or other incident where Animal Care Services is notified of a complaint regarding the animal.
- (b) A pet sitter or dog walker, as well as the owner of the animal owner, shall be liable for any violation of this chapter committed while the animal is in the care and custody of the pet sitter or dog walker.

Sec. 4.03.008 Submission of head for rabies diagnosis

- (a) If the animal that inflicted a bite or scratch on a person is a wild animal, the animal shall be humanely destroyed in such a manner that the brain is not mutilated. The head shall then be submitted to a laboratory certified by the Texas Department of State Health Services, or successor authority, for rabies diagnosis.
- (b) An animal under quarantine that becomes ill may be humanely destroyed in such a manner that the head is not mutilated. The head shall be submitted to a laboratory certified by the Texas Department of State Health Services, or successor authority, for rabies diagnosis. The head of an animal that dies while in quarantine shall also be submitted for rabies diagnosis.

ARTICLE 4.04 DOMESTIC ANIMALS

Division 1. Generally

Sec. 4.04.001 Animals-in-excess permit

- (a) Animals-in-excess permit.
 - (1) It is unlawful to keep or harbor more than eight (8) domestic animals on any property within the city. It shall be a defense to a violation of this section if the person possesses a permit issued in accordance with this section which authorizes animals in excess of the maximum number otherwise allowed by this section to be harbored on the property.
 - (2) The animals-in-excess permit application shall include the following:
 - a. The name and address of the applicant;
 - b. The number of animals to be kept at the premises;
 - c. The facilities used to house all animals;
 - d. A statement giving permission for the ACO or designee to inspect the premises where the animals are kept;
 - e. Signature of the applicant; and
 - f. Signature of the ACO approving the permit.
 - (3) Upon receipt of a complete application for an animals-in- excess permit, the ACO shall inspect the premises to determine the suitability of conditions for harboring such animals under the requested permit. The ACO may consider the totality of health and safety factors, including, but not limited to, the following:
 - a. Amount of area;

- b. Cleanliness;
 - c. Safety of confinement;
 - d. Breed of animals;
 - e. Age of animals;
 - f. Altered or unaltered status; and
 - g. Complaint history for the animals or owner.
- (4) The officer may grant a conditional animals-in-excess permit as is appropriate under the circumstances for the harboring of the animals. The ACO may revoke or deny any animals-in-excess permit and impound any animal under certain conditions, including, but not limited to:
- a. After determining, with the assistance of a veterinarian, that an animal was abused or neglected;
 - b. That violations of any applicable law or ordinance have occurred; and
 - c. It is found that animals in addition to those specified on the permit are harbored at the location.
- (5) The owner shall pay a fee for the animals-in-excess permit as set forth in the city's master fee schedule.
- (b) Application; fees. Application for initial issuance or renewal of each permit and/or registration must be made by the owner, in writing or in person, and be accompanied by a fee as set forth in the city's master fee schedule. If the original current registration or permit is lost or destroyed, the owner must pay the required fee to obtain a duplicate.
- (c) Renewal of registration/permit; transfer of registration/permit. Permits and registrations shall be renewed annually. If there is a change in ownership, the new owner shall have the permit and/or registration transferred to the new owner's name not later than ten (10) days after the change of ownership. If the permit and/or registration is current and valid, there shall be no charge for the transfer.
- (d) Exemptions from registration fees.
- (1) The following animals may be registered as required by this Chapter without payment of a registration fee:
 - a. Assistance animals; and
 - b. Foster care animals kept less than ninety (90) days.
 - (2) Owners of an assistance animal or foster care animal shall present to the ACO upon request documentation of the status or training of the animal by supporting organizations or such other documentation reasonably requested to confirm the animal's status as an assistance animal or foster care animal.

Sec. 4.04.002 Confinement

- (a) Any person owning, possessing or keeping one or more animals within the city, whether vaccinated or unvaccinated, licensed or unlicensed, shall confine such animals within an adequate fence or enclosure, or within a house, garage or other building, or shall keep such animals confined by leash or chain affixed to the animal's collar that is under the control of a person, adequate to prevent the animals from running at large, and provides the animal sufficient space, and as further described Section 4.04.004.
- (b) Invisible fences:
 - (1) Constitutes a sufficient restraint as long as the animal is not found outside the premises of the owner;
 - (2) Must be clearly marked to anyone coming onto the property so that such person will know there is an invisible fence; and
 - (3) Must be set back at least six (6) feet from public rights-of-way such as sidewalks and streets, as well as adjacent properties.
- (c) Retractable leashes must be locked at a distance not more than four (4) feet when in the immediate proximity of a passerby either on foot or on a non-motorized vehicle.

Sec. 4.04.003 Impoundment of animals running at large

The ACO may take into custody any animal found at large within the city and shall impound the animal in the city's animal shelter or other such place as may be designated for the purposes of impoundment. Any impounded animal whose owner is not readily identifiable shall be held for a period of not less than three (3) business days. Any impounded animal whose owner is readily identifiable through microchip, registration, rabies tag, or other public records available to the city, shall be held for a period of not less than seven (7) business days. If an impounded animal has not been claimed as prescribed in Section 4.02.002, and the proper fee paid by the time provided in this section, the animal shall be released for adoption or humanely destroyed according to applicable state law.

Sec. 4.04.004 Unlawful restraint of animal

It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by the ACO. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to, tethering an animal:

- (1) In a manner that permits the animal access upon any public right-of-way;
- (2) In a manner that causes the animal injury or pain, does not allow the animal to reach shelter, food and/or water, or otherwise creates an unsafe or unhealthy situation;
- (3) In a manner that permits the animal to leave the property where the animal is being tethered;
- (4) In an area that is not fenced in a manner that prevents any person from entering the area occupied by the animal;
- (5) In a manner where the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
- (6) With a tether that is shorter than the greater of:

- a. ten (10) feet; and
 - b. five (5) times the length of the animal, as measured from the tip of the animal's nose to the base of the animal's nose;
- (7) with a tether that is not equipped with swivel ends;
 - (8) in a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its property where the animal is tethered;
 - (9) in an area where the animal's waste is not removed daily;
 - (10) without using a properly fitted harness or collar that measures the circumference of the animal's neck plus not less than one inch;
 - (11) with a pinch-type, prong-type, or choke-type collar;
 - (12) with a tether that weighs more than one-fifth (1/5) of the animal's body weight; or
 - (13) Any other act of tethering that is not in compliance with Texas state law.

Sec. 4.04.005 Guard dogs

Every person having care, control or custody of any dog which has received guard dog training must register such dog with the ACO or designee not later than 30 days after bringing such dog into the city. The owner of such dog must place on such dog an ID collar identifying the dog as a trained guard dog which collar must be worn at all times.

Sec. 4.04.006 Selling or giving away animals prohibited in certain places; sale of baby fowl

- (a) A person commits an offense if the person sells, offers for sale, leases, rents, or in any way transfers, barter, or gives away chicks, ducklings, or other infant fowl less than eight (8) weeks of age as pets or novelties; however, it is not an offense for the person to display sell natural chicks, ducklings, or other infant fowl in proper breeder facilities for hatcheries or stores engaged in the business of selling the same to be raised for agricultural purposes. The sale of such animals shall consist of not less than twelve (12) individual animals per transaction.
- (b) A person commits an offense if the person sells, exchanges, barter, or gives away, or offers to sell, exchange, barter, or give away, any live animal from:
 - (1) Any public right-of-way; or
 - (2) Any property to which the public has access that does not have a valid certificate of occupancy issued by the city allowing the sale of animals on the property.
- (c) It is a defense to prosecution under subsection (b) that the person is:
 - (1) Employed by Animal Care Services; or
 - (2) An animal welfare, rescue, and/or adoption agency this is a registered nonprofit entity in compliance with Section 501(c)(3) of the Internal Revenue Code.

Sec. 4.04.007 Selling or giving away animal as prize or promotion

A person commits an offense if the person sells, exchanges, raffles, auctions, or gives away, or offers to sell, exchange, raffle, auction, or give away, any live animal as:

- (1) A prize;
- (2) An inducement to enter a place of amusement or a business establishment; or
- (3) An inducement to participate in a charitable fund-raising event that is not conducted by a nonprofit organization.

Sec. 4.04.008 Transporting animal in open bed of vehicle

- (a) It shall be unlawful to carry or transport an animal within the open bed of any moving pickup, flatbed, or similar vehicle operated on any public roadway within the city.
- (b) It is a defense to prosecution under this section that the animal was in a carrier or other device sufficient to keep the animal from leaving or falling from the vehicle.

Division 2. Dangerous Animals

Sec. 4.04.041 Definitions

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

- (a) Secure enclosure. A fenced area or structure that is:
 - (1) Locked;
 - (2) Capable of preventing the entry of the public, including children;
 - (3) Capable of preventing the escape or release of an animal;
 - (4) Clearly marked as containing a dangerous animal; and
 - (5) In conformance with the requirements for secure enclosures as established within this chapter.
- (b) Serious bodily injury. Means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.
- (c) Severe attack. Means an attack in which the animal repeatedly bites or vigorously shakes its victim, and the victim, or a person intervening, has extreme difficulty terminating the attack.
- (d) Unprovoked. Means an action by an animal that is not:
 - (1) Hit, kicked, or struck by a person with any object or part of a person's body, nor was any part of the dog's body pulled, pinched, or squeezed by a person;
 - (2) In response to pain or injury;
 - (3) In protection of itself or its food, kennel, immediate territory, or nursing offspring;

- (4) In response to an assault or attempted assault on a person; or
- (5) In response to being tormented, abused, or assaulted by any person with an object or part of a person's body.

Sec. 4.04.042 Required reports

- (a) Dogs Dangerous to Other Animals: If an animal is attacked by an at large dog, and the attack is severe and resulted in serious injury to or the death of that animal, the attacked animal's owner may report the incident to the ACO or designee by submitting a sworn statement describing the attack. The statement must be received by the ACO or designee not later than the thirtieth (30th) day after such attack occurs, and it shall contain as much of the following information as known, including:
 - (1) Name, address, and telephone number of the person filing the sworn statement;
 - (2) Name, address, and telephone number of the at large dog owner;
 - (3) A description of the at large dog;
 - (4) Date, time, and location of the attack;
 - (5) Detailed account of the attack, including a description of events occurring immediately before, during, and after the attack;
 - (6) Medical records associated with the attack;
 - (7) Name, address, and telephone numbers of any witnesses to the attack; and
 - (8) Photo evidence of any sustained injuries at the time of the attack.
- (b) If the attacked animal sustained serious injuries which did not result in death, a letter signed by the treating veterinarian must be submitted with the sworn statement. The letter must describe the injuries sustained by the attacked animal and state that the injuries were serious, characterized by severe bite wounds, or severe ripping and tearing of muscle, or that the injuries required prompt medical attention after the attack to preserve the animal's life.
- (c) Reporting of attacks of animal on animal shall not be applicable to:
 - (1) Attacks on prohibited animals;
 - (2) Attacks on animals which are unlawful to keep upon the owner's premises;
 - (3) Attacks on an animal that was at large at the time of the attack, or immediately prior to the attack; or
 - (4) Attacks on wildlife.

Sec. 4.04.043 Investigation

- (a) Any incident described by Section 4.04.041, whether reported by a citizen, or at the ACO or designee's own instigation, shall be investigated.
- (b) Reports based on such investigation shall include the following:

- (1) Identification of the owner of the accused animal;
- (2) An inspection of the animal so accused;
- (3) Photographs of the animal, if possible;
- (4) Any statements from victims and/or witnesses to the incident;
- (5) Documentation of the animal's history, including, but not limited to, registrations, rabies vaccinations and current veterinarian as well as any previous bite history or violations of any laws or ordinances; and
- (6) Information on any other animals residing at the same residence.

Sec. 4.04.044 Determination by investigating officer; notification that a dog or other animal has been declared dangerous

- (a) Based on the findings of an investigation regarding a suspected dangerous dog or other animal, the investigating officer shall make a determination to:
 - (1) Declare the dog or other animal dangerous and notify the owner of that fact;
 - (2) Request a hearing before the dangerous dog advisory board (DDAB) within ten (10) business days. Once that date has been established, ACO or designee is responsible to notify the owner in writing of such hearings; or
 - (3) Close the case, citing insufficient evidence to conclusively deem the animal dangerous at this time. Closing a case shall not prevent the case from being reopened in the future.
- (b) If the dog or other animal has been declared as dangerous, the notification to an owner shall include the following information:
 - (1) The owner has the right to appeal the decision to a justice or municipal court of competent jurisdiction and that such appeal must be filed, in writing, not later than the fifteenth (15th) day after the date the owner is notified; and
 - (2) The owner may appeal that decision of the justice or municipal court in the same manner as appeal for other civil cases. The intent to file a second appeal must be made, in writing, to animal control within twenty-four (24) hours of the conclusion of the first appeal.

Sec. 4.04.045 Seizure of dog declared dangerous

- (a) Warrant required. If the ACO determines that any declared dangerous dog cannot be sufficiently contained by the owner during the process of appeal, or the required thirty (30) day period in compliance with Sections 4.04.045 and 4.04.046, the ACO or designee may seek a warrant from a justice or municipal court of competent jurisdiction to seize the animal in accordance with 822.022 of the Texas Health and Safety Code.
- (b) Hearing. An owner whose animal has been seized by the ACO under subsection (a), above, shall be entitled to a hearing for the purpose of appealing the dangerous dog declaration held in the court issuing the warrant not later than the tenth (10th) day after the date on which the animal was seized.

Sec. 4.04.046 Return of seized dog to owner

- (a) A dog which has been declared dangerous and seized by the ACO, which declaration has been upheld by the courts, shall be returned to the owner if the owner has complied with all conditions, paid all fees, and established a secure enclosure in which to house the dog in compliance with this chapter.
- (b) If the determination that the dog is dangerous is reversed upon appeal to a court of competent jurisdiction, the dog shall be returned to its owner, in which case, no fees will be charged to the owner.
- (c) If the owner files a second appeal, the dog or animal shall remain impounded until the conclusion of such appeal. The intent to file must be made in writing not later than twenty-four (24) hours of the conclusion of the first appeal hearing.
- (d) No dog shall be returned to the owner once an order has been received by the courts to destroy the animal.

Sec. 4.04.047 Requirements for owners

- (a) The owner must comply with the following to register a dangerous animal:
 - (1) Present proof of liability insurance or financial responsibility in the amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous animal. The insurance requirements contained herein shall be maintained at all times and shall not be cancelled by the owner until the owner ceases to own the dangerous animal;
 - (2) Present proof of current rabies vaccination in the form of a rabies vaccination certificate for the dangerous animal. When the animal is revaccinated for rabies, the owner shall provide the updated rabies vaccination certificate to Animal Care Services;
 - (3) Present proof that the animal has been altered to prevent reproduction and proof of the animal has a microchip. Proof of being altered can be satisfied through visual inspection of the tattoo or mark placed at the time of surgery if the certificate of sterility is not available or the medical record is unavailable;
 - (4) Provide a proper enclosure for the dangerous animal which meets or exceeds the following requirements:
 - a. The enclosure is a house, a building, a fence, pen, or other structure;
 - b. The fence, structure, or pen measures at least six feet in height;
 - c. The structure or pen is a minimum of 150 square feet in area.
 - d. The fence, structure, or pen forms an enclosure suitable to prevent entry of young children and must be locked and secured such that the animal cannot climb, dig, jump, or otherwise escape of its own volition.
 - e. The enclosure shall be securely locked at all times and have secured sides to prevent a dangerous animal from escaping.
 - f. The enclosure shall provide protection from the elements for the animal.
 - g. The enclosure must have a secure top that provides shade and a concrete floor.

- (5) Invisible fences or similar technology shall not constitute a proper enclosure for purposes of this section.
 - (6) The enclosure shall be inspected by an ACO and, if found compliant with the requirements of this section, the enclosure shall be approved by the ACO.
 - (7) Enclosures erected to confine dangerous animals must comply with all city zoning and construction regulations.
 - (8) The perimeter fence around the property where the dangerous animal is kept shall be locked and secured to prevent entry into the property.
 - (9) The signs will be provided to the owner by the city with the payment for the dangerous animal registration. The owner of a dangerous animal shall post in locations designated by the ACO or a court order no fewer than three (3) signs supplied by Animal Care Services giving notice of the presence of the dangerous animal on the property. Additional signs may be required as per policy.
 - (10) A dangerous animal collar provided to the owner by the city upon payment of the dangerous dog registration must be placed on the animal.
 - (11) Any further identification required and designated by the order of the city shall be provided.
- (b) The owner of a dangerous animal commits an offense by (i) failing to post signs in accordance with this chapter, or (ii) removing and failing to replace signs that are required by this chapter.
 - (c) A person commits an offense if the person keeps a dangerous animal in a house or building when the windows are open or when screened windows, screened doors, or other penetrable barriers are the only obstacles preventing the dangerous animal from exiting the structure and running at large. A house or building used as a proper enclosure must be constructed with a secondary door on the exterior of all exits or with a secondary safety gate inside the house or building keeping the dangerous animal away from direct access to the exits.
 - (d) A dangerous dog or other animal taken outside of its approved enclosure must:
 - (1) be securely muzzled in a manner that will not cause injury to the animal nor interfere with its vision or respiration but prevents the animal from biting a person or other animal; and
 - (2) In the immediate control of a person 18 years of age or older restrained by a nylon leash that does not exceed six feet in length attached to a properly fitted collar or harness with a safety carabineer; and
 - (3) Control the immediate area into which the animal has been moved.
 - (e) Prior to selling or moving a dangerous dog or animal either inside or outside the city limits, the owner must notify Animal Care Services of the owner's intentions. If the dangerous dog or animal is moved permanently outside the city limits, the owner must comply with state law by notifying the animal control officer in charge of the area to which the animal has been moved. The owner must also provide to the ACO in charge of the case the destination address for the animal and proof that the owner has alerted the agency responsible for animal control in the destination address.

- (f) Animal Care Services shall periodically inspect the location and premises of all dangerous animals to ensure compliance with this chapter. Animal Care Services shall have the right to inspect the residence and proper enclosure for the dangerous animal.
- (g) Responsible pet ownership education shall be completed online by the owner or presumed owner of a dangerous animal and proof of successful completion of the course provided to Animal Care Services prior to the animal's release from the designated location of impoundment.
- (h) A person commits an offense if the person brings into the city an animal that has been determined to be dangerous by another jurisdiction under guidelines similar to those in this chapter. Any animal that is brought into the city in violation of this section shall immediately be turned over to the ACO and impounded. On the sixteenth (16th) day after such impoundment, if the owner of the dangerous animal has not been reclaimed by the owner, title the impounded animal may be considered abandoned, title to the animal shall convey to the City, and the ACO may dispose of the animal as authorized in this chapter. The owner of a dangerous animal impounded pursuant to this subsection (h) may elect to reclaim and immediately remove the animal from the city and shall comply with the notice requirements of this chapter.

Sec. 4.04.048 Registration

- (a) The ACO shall accept the annual registration of a dangerous dog if the owner:
 - (1) Presents:
 - a. Proof of liability insurance or financial responsibility, as required by this division;
 - b. Proof of a current rabies vaccination of the dangerous dog;
 - c. Two (2) color photographs of the dangerous dog; and
 - d. Two (2) color photographs of the secure enclosure in which the dangerous dog will be kept; and
 - (2) Pays an annual registration fee as set forth in this chapter.
- (b) The ACO shall provide to the owner registering a dangerous dog a specific registration tag red in color. The owner must place the tag on the dog's collar and ensure that the dog wears the collar with such tag attached at all times.
- (c) If an owner of a registered dangerous dog moves to a new address, not later than the fourteenth (14th) day after the date of the move, the owner shall notify the ACO of the new address. On presentation by an owner of the dangerous dog's prior registration tag and payment of a fee as required by this chapter, the ACO shall issue a new registration tag to be placed on the dangerous dog's collar.
- (d) An owner of a registered dangerous dog shall notify the office in which the dangerous dog was registered of any attacks the dangerous dog makes on people.

Sec. 4.04.049 Attacks by dangerous dog

- (a) A person commits an offense if the person is the owner of a declared dangerous dog and the dog makes an unprovoked attack on another person outside the dog's secure enclosure and causes bodily injury to the other person.

- (b) An offense under this section is a class C misdemeanor.
- (c) If a person is found guilty of an offense under this section, the court may order the declared dangerous dog destroyed by the ACO in accordance with Section 822.004 of the Texas Health and Safety Code, as amended.
- (d) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed \$2,000.00 per animal. The city attorney may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the city.

Sec. 4.04.050 Violations; penalties

- (a) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with Section 4.04.046.
- (b) Except as provided by subsection (c) of this section, an offense under this division is subject to a fine of up to five hundred dollars (\$500.00).
- (c) An offense under this division is subject to a fine of up to two thousand dollars (\$2,000.00) if it is shown at the trial of the offense that the defendant has previously been convicted under this division.

Sec. 4.04.051 Defenses

It is a defense to prosecution under Section 4.04.048 and 4.04.049 that the person:

- (1) 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 dog in connection with that position;
- (2) Is an employee of the institutional division of the state department of criminal justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; and
- (3) Is a dog trainer or an employee of a guard dog company under the Private Investigators and Private Security Agencies Act.

ARTICLE 4.05 LIVESTOCK

Sec. 4.05.001 Fencing required

A person commits an offense if the person keeps on premises under the person's control any livestock without providing adequate fences or barriers that will prevent such livestock from:

- (1) damaging shrubbery or other property situated on adjacent property; or
- (2) escaping.

Sec. 4.05.002 Livestock at large; impoundment

The ACO shall take appropriate measures for the safety of the public regarding any livestock found at large. Livestock found to be at large may be impounded and held at the owner's expense until such time

as the owner can resume adequate custody and control of the livestock.

Sec. 4.05.003 Riding or allowing livestock on public property or property of another

A person commits an offense if the person rides or allows any type of livestock upon any public school grounds, college grounds, public park property or municipal grounds within the city except those designated as bridle paths or other designated riding or exhibiting areas for animals. Horses shall be ridden on streets as close as possible to the curb. Horses may only be ridden upon are “local residential streets” as defined in the city’s thoroughfare plan. It shall be unlawful for any person to ride or allow any type of livestock upon the property of another within the city except with the express consent of the owner or the person in charge of such property obtained prior thereto.

Sec. 4.05.004 Permit; minimum lot size

- (a) Permit required; application. It shall be unlawful for any person to keep livestock in the city without first obtaining a permit from Animal Care Services. Such permit shall be valid for one (1) year from the date of issuance and only for the location for which it was issued. Only a person who complies with the requirements of this article shall be entitled to receive and retain a permit. Every person who is the keeper of any livestock shall make application in writing for a permit to keep livestock upon forms prescribed and furnished by the animal control authority.
- (b) Revocation of permit. After receiving three (3) complaints concerning violations of this article, and upon confirmation of those violations, the ACO has the authority to revoke the violator’s livestock permit and remove or cause to be removed at the owner’s sole expense the animals that are the source of the complaints.
- (c) Appeal of revocation of permit. Any person whose livestock permit is revoked pursuant to subsection (b) of this section may appeal the revocation to the Dangerous Dog Advisory Board not later than five (5) days from the date of the revocation. The Board may uphold or overturn the ACO’s revocation of the permit.
- (d) Minimum lot size. It shall be unlawful for any person to keep any livestock within the city on any lot which is less than one (1) acre in size.
- (e) Minimum lot size waiver. A lot size waiver may be completed by an animal owner and may approved by Animal Care Services. These lot size waivers will be taken and approved/disapproved on a case by case basis.

Sec. 4.05.005 Keeping of chickens and roosters

- (a) The keeping of roosters on less than one (1) acre is prohibited. No more than one (1) rooster per lot will be permitted.
- (b) More than two (2) birds, but not more than twenty (20) birds, may be kept on one (1) single-family residentially zoned property in the city if the owner of the birds complies with the following restrictions:
 - (1) The birds must be kept on a lot or tract of land with an area of not less than 10,000 square feet;
 - (2) All birds must be contained in a coop, cage, or pen at all times located not less than fifty (50) feet from an adjacent residential structure;
 - (3) The birds must be kept in a manner that does not create a public nuisance;

- (4) If exceeding twenty (20) birds, an animals-in-excess permit must be obtained in accordance with Section 4.04.001, the birds must be kept on a lot size of at least one (1) acre, and the owner must also possess a current Texas Pullorum-Typhoid Certificate issued by the Texas Veterinary Medical Diagnostic Laboratory for the birds; and
 - (5) Obtain a fowl permit from Animal Care Services. No fee shall be charged for such permit.
- (c) Less than three (3) birds may be kept on one (1) single-family residentially zoned property in the city if the owner of the birds complies with the following:
- (1) All birds must be contained in a coop, cage, or pen at all times located not less than fifty (50) feet from any adjacent residential structure;
 - (2) The birds must be kept in a manner that does not create a public nuisance.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 13

MEETING DATE: 09/14/2021

SUBJECT: Consider Resolution 2021-2953 Authorizing Renewal of Employee Health and Dental Coverage with Blue Cross Blue Shield of Texas

PREPARED BY: Jana Onstead, Human Resources Director

BACKGROUND:

The City's benefits consultant, Higginbotham and Associates, reviews group health and dental coverage options to ensure the City is maintaining the best plan available within budget constraints. Throughout the summer, City Staff has worked with Higginbotham and Associates on reviewing options for the City's employee benefits plan for the 2021-2022 Fiscal Year.

The City's current health and dental insurance carrier, Blue Cross Blue Shield, offered a renewal increase of 9% for health insurance and no increase for dental insurance, no changes in either plan design. Considering the initial offer of 20% increase on the health plan, this is an excellent landing point.

IDENTIFIED NEED/S:

Medical and dental insurance are integral components of the employee benefits package. In order to stay competitive in the municipal job market, the City must provide quality, high-value benefits for employees and their families, while also respecting budgetary constraints and legislation compliance.

OPTIONS & RESULTS:

Blue Cross Blue Shield offered the best option for both the City and employees, resulting in no change in plan design this year, and bearable increases (\$3 - \$16 per check) in premium costs for employees. All employees continue to have the opportunity for a \$25/month premium discount if they participate in wellness activities throughout the year.

It is important to note that premiums for the High-Deductible plan are growing at a faster rate than the PPO plan premiums, and the City is having to increase contributions to that plan year over year. For FY 2021-2022, we have addressed this issue by reducing the amount the City contributes to the employee's H.S.A. accounts by \$25 - \$50 per month, depending on coverage level. Staff will continue to monitor the premiums to ensure contribution equity across plans.

PROGRESS TO DATE: (if appropriate)

After careful consideration, City staff has determined the renewal offer from the current carrier for both dental and health insurance was the best option for both the City budget and City employees.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

Premium amounts are already factored into the Fiscal Year 2021/2022 budget, including the wellness discount option.

RECOMMENDATION:

To approve Resolution 2021-2953.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2021- 2953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO RENEW THE EMPLOYEE HEALTH AND DENTAL INSURANCE PLANS WITH BLUE CROSS BLUE SHIELD OF TEXAS, EFFECTIVE OCTOBER 1, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has worked with Higginbotham and Associates to negotiate a renewal for the City employee medical and dental insurance plans, resulting in a reasonable offer by Blue Cross Blue Shield with no plan design changes; and

WHEREAS, City Administration recommends renewing the City's agreements with Blue Cross Blue Shield, subject to the negotiated premium amounts, for the City employee medical and dental insurance plans; and

WHEREAS, the City Council of the City of Highland Village concurs in the above recommendation and finds it to be in the public interest to renew the employee health and dental insurance plans with Blue Cross Blue Shield.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and sign the necessary contract documents with Blue Cross Blue Shield to provide employee group medical and dental insurance coverage for the FY 2021-2022 plan year, and to take such additional actions reasonable and necessary to comply with the intent of this resolution.

SECTION 2. This Resolution shall take effect immediately upon final approval and upon passage of the City's 2021/2022 fiscal year budget.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS THIS THE 14TH DAY OF SEPTEMBER 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:8/30/2021"124526)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14

MEETING DATE: 09/14/2021

SUBJECT: Receive Budget Reports for Period Ending July 31, 2021

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

In accordance with the City Charter, Section 6.12, paragraph D, a budget report is submitted monthly for Council Review.

The budget report submitted for June represents the tenth report in the Fiscal Year.

IDENTIFIED NEED/S:

N/A

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

N/A

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

Council to receive the budget reports for the period ending July 31, 2021.

General Fund Summary

FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Revenues	Original Budget	Revised Budget (Includes Budget Amendments)	Year to Date	Variance	% Received
Property Tax	\$ 11,527,507	\$ 11,527,507	\$ 11,506,757	\$ (20,750)	100%
Sales Tax	2,828,047	2,828,047	2,072,715	(755,332)	73%
Franchise Fees	1,581,265	1,581,265	956,127	(625,138)	60%
Licensing & Permits	336,833	336,833	296,092	(40,741)	88%
Park/Recreation Fees	227,745	227,745	94,126	(133,619)	41%
Public Safety Fees	34,100	34,100	20,512	(13,588)	60%
Rents	142,450	142,450	144,455	2,005	101%
Municipal Court	111,180	111,180	61,402	(49,778)	55%
Public Safety Charges for Svc	557,555	557,555	403,114	(154,441)	72%
Interest Income	150,000	150,000	25,525	(124,475)	17%
Miscellaneous	140,550	140,550	60,666	(79,884)	43%
Total Revenues	\$ 17,637,232	\$ 17,637,232	\$ 15,641,492	\$ (1,995,740)	89%

Other Sources					
Transfers In	\$ 534,000	\$ 534,000	\$ -	\$ (534,000)	0%
Total Available Resources	\$ 18,171,232	\$ 18,171,232	\$ 15,641,492	\$ (2,529,740)	

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office	\$ 603,533	\$ 603,533	\$ 427,606	\$ 175,927	71%
Finance (includes Mun. Court)	1,345,313	1,345,313	1,066,047	279,267	79%
Human Resources	565,742	565,742	365,919	199,823	65%
City Secretary Office	398,216	398,216	242,674	155,543	61%
Information Services	1,084,104	1,084,104	885,097	199,007	82%
Marketing and Communications	403,772	403,772	311,235	92,537	77%
Police	5,329,007	5,329,007	4,064,814	1,264,193	76%
Fire	3,126,013	3,126,013	2,574,111	551,902	82%
Community Services	422,845	422,845	390,204	32,641	92%
Streets/Drainage	1,651,199	1,651,199	1,221,225	429,974	74%
Maintenance	1,087,030	1,087,030	1,300,638	(213,608)	120%
Parks	2,166,750	2,166,750	1,662,444	504,306	77%
Recreation	564,343	564,343	293,281	271,062	52%
Total Expenditures	\$ 18,747,868	\$ 18,747,868	\$ 14,805,293	\$ 3,942,575	79%

Capital Summary	(Included in totals above - summary information only)				
Equipment Replacement	\$ 417,000	\$ 417,000	\$ 474,201	\$ (57,201)	114%

Other Uses					
Transfers Out	\$ 36,000	\$ 36,000	\$ -	\$ 36,000	0%
Total Expenditures	\$ 18,783,868	\$ 18,783,868	\$ 14,805,293	\$ 3,978,575	

Fund Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	5,844,759	7,952,600	7,952,600
+ Net Increase (Decrease)	(612,636)	(612,636)	836,199
Ending Fund Balance	\$ 5,232,123	\$ 7,339,964	\$ 8,788,799

Audited FY20

Fund Balance Detail	Original Budget	Revised Budget	Year to Date
Reserve Fund Balance (15% of Total Expenditures)	\$ 2,812,180	\$ 2,812,180	\$ 2,220,794
Restricted	11,500	11,500	11,500
Unassigned	2,408,443	4,516,284	6,556,505
Total Fund Balance	\$ 5,232,123	\$ 7,339,964	\$ 8,788,799

General Fund Expenditure Summary

FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 13,487,531	\$ 13,487,531	\$ 10,712,885	\$ 2,774,647	79%
Services / Supplies	4,843,337	4,843,337	3,618,207	1,225,130	75%
Capital	417,000	417,000	474,201	(57,201)	114%
	\$ 18,747,868	\$ 18,747,868	\$ 14,805,293	\$ 3,942,575	79%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 9,627,087	\$ 9,627,087	\$ 7,696,594	\$ 1,930,493	80%
<i>Employee Benefits</i>	3,860,445	3,860,445	3,016,291	844,154	78%
Total Personnel	\$ 13,487,531	\$ 13,487,531	\$ 10,712,885	\$ 2,774,647	79%

Services / Supplies					
<i>Professional Services</i>	\$ 1,736,379	\$ 1,736,379	\$ 1,178,240	\$ 558,139	68%
<i>Employee Development</i>	358,750	358,750	156,052	202,698	43%
<i>Office Supplies / Equipment</i>	1,255,449	1,255,449	1,367,414	(111,965)	109%
<i>Utilities</i>	311,408	311,408	211,189	100,219	68%
<i>Other</i>	1,181,351	1,181,351	705,312	476,039	60%
Total Services / Supplies	\$ 4,843,337	\$ 4,843,337	\$ 3,618,207	\$ 1,225,130	75%

Capital					
<i>Equipment / Vehicles</i>	\$ 417,000	\$ 417,000	\$ 474,201	\$ (57,201)	114%
Total Capital	\$ 417,000	\$ 417,000	\$ 474,201	\$ (57,201)	114%

Total General Fund Expenditure Summary	\$ 18,747,868	\$ 18,747,868	\$ 14,805,293	\$ 3,942,575	79%
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General Fund Revenue

FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Property Tax	\$ 11,527,507	\$ 11,527,507	\$ 11,506,757	\$ (20,750)	100%
Sales Tax	2,828,047	2,828,047	2,072,715	(755,332)	73%
Franchise Fees	1,581,265	1,581,265	956,127	(625,138)	60%
Licensing & Permits	336,833	336,833	296,092	(40,741)	88%
Park/Recreation Fees	227,745	227,745	94,126	(133,619)	41%
Public Safety Fees	34,100	34,100	20,512	(13,588)	60%
Rents	142,450	142,450	144,455	2,005	101%
Municipal Court	111,180	111,180	61,402	(49,778)	55%
Public Safety Charges for Svc	557,555	557,555	403,114	(154,441)	72%
Interest Income	150,000	150,000	25,525	(124,475)	17%
Miscellaneous	140,550	140,550	60,666	(79,884)	43%
Total Revenues	\$ 17,637,232	\$ 17,637,232	\$ 15,641,492	\$ (1,995,740)	89%

City Manager Office FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired

83.3%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 386,792	\$ 386,792	\$ 302,729	\$ 84,063	78%
Services / Supplies	216,741	216,741	124,877	91,864	58%
Capital	-	-	-	-	0%
	\$ 603,533	\$ 603,533	\$ 427,606	\$ 175,927	71%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 306,308	\$ 306,308	\$ 247,141	\$ 59,166	81%
<i>Employee Benefits</i>	80,484	80,484	55,588	24,897	69%
Total Personnel	\$ 386,792	\$ 386,792	\$ 302,729	\$ 84,063	78%
Services / Supplies					
<i>Professional Services (City-wide legal - \$130,260)</i>	\$ 140,260	\$ 140,260	\$ 68,587	\$ 71,673	49%
<i>Employee Development</i>	16,140	16,140	5,891	10,249	37%
<i>Supplies / Equipment</i>	10,053	10,053	2,983	7,070	30%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Contingency + Data Processing)</i>	50,288	50,288	47,416	2,872	94%
Total Services / Supplies	\$ 216,741	\$ 216,741	\$ 124,877	\$ 91,864	58%
Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%
Total City Manager	\$ 603,533	\$ 603,533	\$ 427,606	\$ 175,927	71%

Finance Department FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 873,264	\$ 873,264	\$ 711,759	\$ 161,505	82%
Services / Supplies	472,050	472,050	354,288	117,762	75%
Capital	-	-	-	-	0%
	\$ 1,345,313	\$ 1,345,313	\$ 1,066,047	\$ 279,267	79%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 628,280	\$ 628,280	\$ 521,401	\$ 106,879	83%
<i>Employee Benefits</i>	244,983	244,983	190,357	54,626	78%
Total Personnel	\$ 873,264	\$ 873,264	\$ 711,759	\$ 161,505	82%

Services / Supplies					
<i>Professional Services</i> <i>(City-wide liability insurance - \$168,832 / DCAD - \$85,400)</i>	\$ 447,610	\$ 447,610	\$ 339,872	\$ 107,737	76%
<i>Employee Development</i>	13,371	13,371	9,710	3,661	73%
<i>Supplies / Equipment</i>	8,069	8,069	4,705	3,364	58%
<i>Utilities</i>	-	-	-	-	0%
<i>Other [Data Processing \$3,000]</i>	3,000	3,000	-	3,000	0%
Total Services / Supplies	\$ 472,050	\$ 472,050	\$ 354,288	\$ 117,762	75%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%
Total Finance Department	\$ 1,345,313	\$ 1,345,313	\$ 1,066,047	\$ 279,267	79%

Human Resources FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 446,765	\$ 446,765	\$ 305,149	\$ 141,616	68%
Services / Supplies	118,977	118,977	60,769	58,208	51%
Capital	-	-	-	-	0%
	\$ 565,742	\$ 565,742	\$ 365,919	\$ 199,823	65%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 324,861	\$ 324,861	\$ 213,351	\$ 111,510	66%
<i>Employee Benefits</i>	121,904	121,904	91,798	30,105	75%
<i>Total Personnel</i>	\$ 446,765	\$ 446,765	\$ 305,149	\$ 141,616	68%

Services / Supplies					
<i>Professional Services</i>	\$ 47,670	\$ 47,670	\$ 34,751	\$ 12,919	73%
<i>Employee Development</i>	64,257	64,257	23,502	40,755	37%
<i>Supplies / Equipment</i>	975	975	549	426	56%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Safety Programs)</i>	6,075	6,075	1,967	4,108	32%
<i>Total Services / Supplies</i>	\$ 118,977	\$ 118,977	\$ 60,769	\$ 58,208	51%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	\$ -	\$ -	\$ -	\$ -	0%

Total Human Resources	\$ 565,742	\$ 565,742	\$ 365,919	\$ 199,823	65%
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City Secretary Office FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired

83.3%

- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 229,499	\$ 229,499	\$ 157,229	\$ 72,270	69%
Services / Supplies	168,717	168,717	85,444	83,273	51%
Capital	-	-	-	-	-
	\$ 398,216	\$ 398,216	\$ 242,674	\$ 155,543	61%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 163,794	\$ 163,794	\$ 115,004	\$ 48,790	70%
<i>Employee Benefits</i>	65,705	65,705	42,225	23,480	64%
Total Personnel	\$ 229,499	\$ 229,499	\$ 157,229	\$ 72,270	69%

Services / Supplies					
<i>Professional Services</i>	\$ 51,300	\$ 51,300	\$ 12,174	\$ 39,126	24%
<i>Employee Development</i> <small>(City Council related \$38,392)</small>	54,217	54,217	22,879	31,338	42%
<i>Supplies / Equipment</i>	17,100	17,100	10,791	6,309	63%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Outside Services)</i>	46,100	46,100	39,600	6,500	86%
Total Services / Supplies	\$ 168,717	\$ 168,717	\$ 85,444	\$ 83,273	51%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total City Secretary Office	\$ 398,216	\$ 398,216	\$ 242,674	\$ 155,543	61%
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Information Services FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired

83.3%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 712,321	\$ 712,321	\$ 609,290	\$ 103,031	86%
Services / Supplies	371,783	371,783	198,427	173,356	53%
Capital	-	-	77,380	(77,380)	0%
	\$ 1,084,104	\$ 1,084,104	\$ 885,097	\$ 199,007	82%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 543,765	\$ 543,765	\$ 451,228	\$ 92,537	83%
<i>Employee Benefits</i>	168,556	168,556	158,062	10,494	94%
<i>Total Personnel</i>	\$ 712,321	\$ 712,321	\$ 609,290	\$ 103,031	86%
Services / Supplies					
<i>Professional Services (Maintenance Contracts \$167,110)</i>	\$ 208,610	\$ 208,610	\$ 121,070	\$ 87,540	58%
<i>Employee Development</i>	31,705	31,705	2,119	29,586	7%
<i>Supplies / Equipment</i>	4,160	4,160	3,169	992	76%
<i>Utilities</i>	20,308	20,308	10,513	9,795	52%
<i>Other (Data Processing)</i>	107,000	107,000	61,556	45,444	58%
<i>Total Services / Supplies</i>	\$ 371,783	\$ 371,783	\$ 198,427	\$ 173,356	53%
Capital					
<i>Equipment / Vehicles - Network Storage Device (Added via Budget Amendment)</i>	-	-	77,380	(77,380)	0%
<i>Total Capital</i>	\$ -	\$ -	\$ 77,380	\$ (77,380)	0%
Total City Information Services	\$ 1,084,104	\$ 1,084,104	\$ 885,097	\$ 199,007	82%

Marketing and Communications FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 289,268	\$ 289,268	\$ 235,843	\$ 53,425	82%
Services / Supplies	114,504	114,504	75,392	39,112	66%
Capital	-	-	-	-	0%
	\$ 403,772	\$ 403,772	\$ 311,235	\$ 92,537	77%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 217,333	\$ 217,333	\$ 173,889	\$ 43,444	80%
<i>Employee Benefits</i>	71,935	71,935	61,954	9,981	86%
Total Personnel	\$ 289,268	\$ 289,268	\$ 235,843	\$ 53,425	82%

<i>Professional Services</i>	\$ 84,924	\$ 84,924	\$ 65,886	\$ 19,038	78%
<i>Employee Development</i>	7,680	7,680	1,698	5,982	22%
<i>Supplies / Equipment</i>	-	-	9	(9)	0%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Special Events)</i>	21,900	21,900	7,799	14,101	36%
Total Services / Supplies	\$ 114,504	\$ 114,504	\$ 75,392	\$ 39,112	66%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total Marketing and Communications	\$ 403,772	\$ 403,772	\$ 311,235	\$ 92,537	77%
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Police Department FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 4,775,377	\$ 4,775,377	\$ 3,690,436	\$ 1,084,941	77%
Services / Supplies	398,630	398,630	294,455	104,175	74%
Capital	155,000	155,000	79,923	75,077	52%
	<u>\$ 5,329,007</u>	<u>\$ 5,329,007</u>	<u>\$ 4,064,814</u>	<u>\$ 1,264,193</u>	76%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 3,494,485	\$ 3,494,485	\$ 2,725,576	\$ 768,909	78%
<i>Employee Benefits</i>	1,280,892	1,280,892	964,860	316,032	75%
Total Personnel	\$ 4,775,377	\$ 4,775,377	\$ 3,690,436	\$ 1,084,941	77%

Services / Supplies					
<i>Professional Services</i>	\$ 143,787	\$ 143,787	\$ 125,656	\$ 18,131	87%
<i>Employee Development</i>	45,339	45,339	20,744	24,595	46%
<i>Supplies / Equipment</i>	141,216	141,216	93,363	47,853	66%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Animal Care - \$52,028)</i>	68,288	68,288	54,692	\$ 13,596	80%
Total Services / Supplies	\$ 398,630	\$ 398,630	\$ 294,455	\$ 104,175	74%

Capital					
<i>Equipment / Vehicles</i>	155,000	155,000	79,923	75,077	52%
Total Capital	\$ 155,000	\$ 155,000	\$ 79,923	\$ 75,077	52%

Total Police Department	\$ 5,329,007	\$ 5,329,007	\$ 4,064,814	\$ 1,264,193	76%
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Fire Department FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 2,689,052	\$ 2,689,052	\$ 2,210,411	\$ 478,642	82%
Services / Supplies	419,961	419,961	346,700	73,261	83%
Capital	<u>17,000</u>	<u>17,000</u>	<u>17,000</u>	-	<u>100%</u>
	\$ 3,126,013	\$ 3,126,013	\$ 2,574,111	\$ 551,902	82%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 1,855,182	\$ 1,855,182	\$ 1,531,015	\$ 324,167	83%
<i>Employee Benefits</i>	<u>833,870</u>	<u>833,870</u>	<u>679,396</u>	154,475	81%
Total Personnel	\$ 2,689,052	\$ 2,689,052	\$ 2,210,411	\$ 478,642	82%

Services / Supplies					
<i>Professional Services</i>	\$ 122,170	\$ 122,170	\$ 117,459	\$ 4,711	96%
<i>Employee Development</i> <i>(Training - \$52,950)</i>	68,317	68,317	48,798	19,519	71%
<i>Supplies / Equipment</i>	188,624	188,624	150,746	37,878	80%
<i>Utilities</i>	1,800	1,800	1,393	407	77%
<i>Other</i> <i>(Safety Programs)</i>	<u>39,050</u>	<u>39,050</u>	<u>28,305</u>	10,745	72%
Total Services / Supplies	\$ 419,961	\$ 419,961	\$ 346,700	\$ 73,261	83%

Capital					
<i>Equipment / Vehicles</i>	17,000	17,000	17,000	-	100%
Total Capital	\$ 17,000	\$ 17,000	\$ 17,000	\$ -	100%

Total Fire Department	\$ 3,126,013	\$ 3,126,013	\$ 2,574,111	\$ 551,902	82%
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Community Services FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 401,977	\$ 401,977	\$ 381,695	\$ 20,282	95%
Services / Supplies	20,868	20,868	8,509	12,360	41%
Capital	-	-	-	-	0%
	\$ 422,845	\$ 422,845	\$ 390,204	\$ 32,641	92%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 277,555	\$ 277,555	\$ 264,736	\$ 12,819	95%
<i>Employee Benefits</i>	124,422	124,422	116,959	7,463	94%
<i>Total Personnel</i>	\$ 401,977	\$ 401,977	\$ 381,695	\$ 20,282	95%

Services / Supplies					
<i>Professional Services</i>	\$ 7,200	\$ 7,200	\$ 911	6,289	13%
<i>Employee Development</i>	6,230	6,230	2,905	3,325	47%
<i>Supplies / Equipment</i>	6,618	6,618	4,692	1,926	71%
<i>Utilities</i>	-	-	-	-	0%
<i>Other</i>	820	820	-	820	0%
<i>Total Services / Supplies</i>	\$ 20,868	\$ 20,868	\$ 8,509	\$ 12,360	41%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	\$ -	\$ -	\$ -	\$ -	0%

<i>Total Building Operations</i>	\$ 422,845	\$ 422,845	\$ 390,204	\$ 32,641	92%
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Streets Division FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 802,489	\$ 802,489	\$ 578,179	\$ 224,310	72%
Services / Supplies	708,710	708,710	430,212	278,498	61%
Capital	<u>140,000</u>	<u>140,000</u>	<u>212,834</u>	<u>(72,834)</u>	<u>152%</u>
	\$ 1,651,199	\$ 1,651,199	\$ 1,221,225	\$ 429,974	74%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 548,690	\$ 548,690	\$ 412,656	\$ 136,034	75%
<i>Employee Benefits</i>	<u>253,799</u>	<u>253,799</u>	<u>165,523</u>	<u>88,276</u>	<u>65%</u>
Total Personnel	\$ 802,489	\$ 802,489	\$ 578,179	\$ 224,310	72%

Services / Supplies					
<i>Professional Services</i>	\$ 74,466	\$ 74,466	\$ 44,236	\$ 30,230	59%
<i>Employee Development</i>	10,719	10,719	2,202	8,517	21%
<i>Supplies / Equipment</i>	46,975	46,975	11,548	35,427	25%
<i>Utilities (Streetlights)</i>	86,000	86,000	68,546	17,454	80%
<i>Other (Street Maintenance)</i>	<u>490,550</u>	<u>490,550</u>	<u>303,680</u>	<u>186,870</u>	<u>62%</u>
Total Services / Supplies	\$ 708,710	\$ 708,710	\$ 430,212	\$ 278,498	61%

Capital					
<i>Equipment / Vehicles</i>	140,000	140,000	212,834	(72,834)	152%
Total Capital	\$ 140,000	\$ 140,000	\$ 212,834	\$ (72,834)	152%

Total Streets	\$ 1,651,199	\$ 1,651,199	\$ 1,221,225	\$ 429,974	74%
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Maintenance Division FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 365,535	\$ 365,535	\$ 320,815	\$ 44,721	88%
Services / Supplies	721,495	721,495	979,824	(258,329)	136%
Capital	-	-	-	-	0%
	\$ 1,087,030	\$ 1,087,030	\$ 1,300,638	\$ (213,608)	120%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 256,876	\$ 256,876	\$ 230,202	\$ 26,674	90%
<i>Employee Benefits</i>	108,659	108,659	90,613	18,046	83%
Total Personnel	\$ 365,535	\$ 365,535	\$ 320,815	\$ 44,721	88%

Services / Supplies					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Professional Services</i>	\$ 69,148	\$ 69,148	\$ 49,503	\$ 19,645	72%
<i>Employee Development</i>	4,480	4,480	2,242	2,238	50%
<i>Supplies / Equipment</i> <i>(Fuel - \$162,732, Parts / Repairs - \$91,610, Building - \$244,100)</i>	577,867	577,867	878,041	(300,174)	152%
<i>Utilities</i>	70,000	70,000	50,038	19,962	71%
<i>Other</i>	-	-	-	-	0%
Total Services / Supplies	\$ 721,495	\$ 721,495	\$ 979,824	\$ (258,329)	136%

Capital					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total Maintenance	\$ 1,087,030	\$ 1,087,030	\$ 1,300,638	\$ (213,608)	120%
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Parks Division FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired

83.3%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,309,354	\$ 1,309,354	\$ 1,075,810	\$ 233,544	82%
Services / Supplies	752,396	752,396	499,569	252,827	66%
Capital	<u>105,000</u>	<u>105,000</u>	<u>87,065</u>	<u>17,935</u>	<u>83%</u>
	\$ 2,166,750	\$ 2,166,750	\$ 1,662,444	\$ 504,306	77%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 839,782	\$ 839,782	\$ 702,388	\$ 137,394	84%
<i>Employee Benefits</i>	<u>469,572</u>	<u>469,572</u>	<u>373,421</u>	<u>96,150</u>	<u>80%</u>
Total Personnel	\$ 1,309,354	\$ 1,309,354	\$ 1,075,810	\$ 233,544	82%
Services / Supplies					
<i>Professional Services</i>	\$ 339,234	\$ 339,234	\$ 198,136	\$ 141,098	58%
<i>Employee Development</i>	25,770	25,770	9,820	15,950	38%
<i>Supplies / Equipment</i>	253,142	253,142	206,760	46,382	82%
<i>Utilities</i>	133,300	133,300	80,700	52,600	61%
<i>Other</i>	<u>950</u>	<u>950</u>	<u>4,154</u>	<u>(3,204)</u>	<u>437%</u>
Total Services / Supplies	\$ 752,396	\$ 752,396	\$ 499,569	\$ 252,827	66%
Capital					
<i>Equipment / Vehicles</i>	105,000	105,000	87,065	17,935	83%
Total Capital	105,000	105,000	87,065	17,935	83%
Total Parks	\$ 2,166,750	\$ 2,166,750	\$ 1,662,444	\$ 504,306	77%

Recreation Division FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 205,838	\$ 205,838	\$ 133,540	\$ 72,298	65%
Services / Supplies	358,505	358,505	159,741	198,764	45%
Capital	-	-	-	-	0%
	<u>\$ 564,343</u>	<u>\$ 564,343</u>	<u>\$ 293,281</u>	<u>\$ 271,062</u>	52%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 170,176	\$ 170,176	\$ 108,006	\$ 62,170	63%
<i>Employee Benefits</i>	35,662	35,662	25,534	10,128	72%
Total Personnel	<u>\$ 205,838</u>	<u>\$ 205,838</u>	<u>\$ 133,540</u>	<u>\$ 72,298</u>	65%

Services / Supplies					
<i>Professional Services</i>		\$ -	\$ -	\$ -	0%
<i>Employee Development</i>	10,525	10,525	3,541	6,984	34%
<i>Supplies / Equipment</i>	650	650	58	592	9%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Recreation Programs)</i>	347,330	347,330	156,142	191,188	45%
Total Services / Supplies	<u>\$ 358,505</u>	<u>\$ 358,505</u>	<u>\$ 159,741</u>	<u>\$ 198,764</u>	45%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	0%

Total Recreation	<u>\$ 564,343</u>	<u>\$ 564,343</u>	<u>\$ 293,281</u>	<u>\$ 271,062</u>	52%
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Equipment Replacement / Capital Schedule FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office Capital Outlay	-	-	-	-	0%
Finance Capital Outlay	-	-	-	-	0%
Human Resources Capital Outlay	-	-	-	-	0%
City Secretary Capital Outlay	-	-	-	-	0%
Information Services Capital Outlay	-	-	77,380	(77,380)	0%
Marketing Capital Outlay	-	-	-	-	0%
Police Dept Capital Outlay	155,000	155,000	79,923	75,077	52%
Fire Dept Capital Outlay	17,000	17,000	17,000	-	100%
Community Services Capital Outlay	-	-	-	-	0%
Streets Dept Capital Outlay	140,000	140,000	212,834	(72,834)	152%
Maintenance Capital Outlay	-	-	-	-	0%
City Parks Capital Outlay	105,000	105,000	87,065	17,935	83%
City Recreation Capital Outlay	-	-	-	-	0%
Total Expenditures	\$ 417,000	\$ 417,000	\$ 474,201	\$ (57,201)	114%

Utility Fund Revenues

FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Fees	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Electronic Payment</i>	\$ (182,000)	\$ (182,000)	\$ (143,828)	\$ (38,173)	79%
<i>Charges / Penalties</i>	102,000	102,000	54,847	47,153	54%
Total Fees	\$ (80,000)	\$ (80,000)	\$ (88,980)	\$ 8,980	111%

Licenses & Permits					
<i>Construction Inspection</i>	\$ -	\$ -	\$ -	\$ -	0%
Total Licenses & Permits	\$ -	\$ -	\$ -	\$ -	0%

Charges for Services					
<i>Water Sales</i>	\$ 5,696,163	\$ 5,696,163	\$ 3,567,471	\$ 2,128,693	63%
<i>Sewer Sales</i>	4,402,397	4,402,397	3,435,361	967,036	78%
<i>Inspection Fees</i>	4,100	4,100	4,290	(190)	105%
Total Charges for Service	\$ 10,102,660	\$ 10,102,660	\$ 7,007,122	\$ 3,095,538	69%

Interest					
<i>Interest (Operations)</i>	\$ 30,000	\$ 30,000	\$ 6,291	\$ 23,709	21%
<i>Interest (Capital Projects)</i>	20,000	20,000	7,072	12,928	35%
Total Interest	\$ 50,000	\$ 50,000	\$ 13,364	\$ 36,636	27%

Impact Fees					
<i>Impact Fees</i>	\$ 184,852	\$ 184,852	\$ 217,798	\$ (32,946)	118%
Total Impact Fees	\$ 184,852	\$ 184,852	\$ 217,798	\$ (32,946)	118%

Miscellaneous Income					
<i>Miscellaneous Income</i>	\$ 5,000	\$ 5,000	\$ 1,359	\$ 3,641	27%
Total Miscellaneous Income	\$ 5,000	\$ 5,000	\$ 1,359	\$ 3,641	27%

Total Utility Fund Revenues	\$ 10,262,512	\$ 10,262,512	\$ 7,150,662	\$ 3,111,850	70%
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Utility Division FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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--- Summary - Operations ---					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,793,029	\$ 1,793,029	\$ 1,378,642	\$ 414,387	77%
Services / Supplies	6,383,149	6,383,149	5,526,226	856,923	87%
Capital	225,000	225,000	119,148	105,852	53%
Total Utility Division	\$ 8,401,178	\$ 8,401,178	\$ 7,024,016	\$ 1,377,162	84%

--- Detail - Operations ---					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 1,203,096	\$ 1,203,096	\$ 921,948	\$ 281,148	77%
<i>Employee Benefits</i>	589,933	589,933	456,694	133,240	77%
Total Personnel	\$ 1,793,029	\$ 1,793,029	\$ 1,378,642	\$ 414,387	77%

Services / Supplies					
<i>Professional Services</i>	\$ 429,323	\$ 429,323	\$ 236,087	\$ 193,236	55%
<i>Employee Development</i>	63,428	63,428	29,860	33,568	47%
<i>Supplies / Equipment</i>	84,362	84,362	66,485	17,877	79%
<i>Utilities</i>	375,136	375,136	289,080	86,056	77%
<i>Other (Well Lot Maintenance)</i>	953,085	953,085	1,228,620	(275,535)	129%
Sub-Total - Operations Services / Supplies	\$ 1,905,334	\$ 1,905,334	\$ 1,850,131	\$ 55,203	97%

Wholesale Water / Wastewater					
Note: UTRWD billing reflects a one month delay					
<i>UTRWD - Administration Fees</i>	\$ 5,105	\$ 5,105	\$ 5,103	\$ 2	100%
<i>UTRWD - Water Volume Cost</i>	903,036	903,036	715,016	188,020	79%
<i>UTRWD - Water Demand Charges</i>	1,365,450	1,365,450	1,137,875	227,575	83%
<i>UTRWD - Sewer Effluent Volume Rate</i>	619,814	619,814	498,703	121,111	80%
<i>UTRWD - Capital Charge Joint Facilities</i>	1,350,870	1,350,870	1,125,725	225,145	83%
<i>UTRWD - HV Sewer Line to UTRWD</i>	233,540	233,540	193,673	39,867	83%
<i>UTRWD - Wtr Transmission - Opus Develop</i>	-	-	-	-	0%
Sub-Total - Wholesale Water / Wastewater	\$ 4,477,815	\$ 4,477,815	\$ 3,676,095	\$ 801,720	82%

Total Services / Supplies	\$ 6,383,149	\$ 6,383,149	\$ 5,526,226	\$ 856,923	87%
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Capital					
<i>Equipment / Vehicles</i>	225,000	225,000	119,148	105,852	53%
Total Capital	\$ 225,000	\$ 225,000	\$ 119,148	\$ 105,852	53%

Total Utility Division - Operations	\$ 8,401,178	\$ 8,401,178	\$ 7,024,016	\$ 1,377,162	84%
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Utility Fund Working Capital FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Water Sales</i>	\$ 5,696,163	\$ 5,696,163	\$ 3,567,471	\$ 2,128,693	63%
<i>Sewer Sales</i>	4,402,397	4,402,397	3,435,361	967,036	78%
<i>Other Fees / Charges</i>	111,100	111,100	60,497	50,603	54%
<i>Electronic Payment Credit</i>	(182,000)	(182,000)	(143,828)	(38,173)	79%
<i>Interest</i>	30,000	30,000	6,291	23,709	21%
Total Revenues	\$ 10,057,660	\$ 10,057,660	\$ 6,925,792	\$ 3,131,868	69%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Administration</i>	\$417,071	\$417,071	\$ 347,961	\$ 69,110	83%
<i>Operations</i>	3,281,292	3,281,292	2,880,812	400,480	88%
<i>UTRWD</i>	4,477,815	4,477,815	3,676,095	801,720	82%
<i>Debt Service</i>	1,228,139	1,228,139	1,079,469	148,670	88%
<i>Capital Projects</i>	-	-	-	-	0%
<i>Equipment Replace / Capital</i>	225,000	225,000	119,148	105,852	53%
Total Expenditures	\$ 9,629,317	\$ 9,629,317	\$ 8,103,485	\$ 1,525,832	84%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Transfers In (Applied Impact Fees)</i>	\$ 150,000	\$ 150,000		\$ 150,000	0%
<i>Operating Transfers Out / Utility Capital Projects</i>	-	-	-	-	0%
<i>Operating Transfers Out / General Fund</i>	(470,000)	(470,000)		(470,000)	0%
Total Other Sources (Uses)	\$ (320,000)	\$ (320,000)	\$ -	\$ (320,000)	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Net Increase/Decrease</i>	108,343	108,343	(1,177,693)
Beginning Working Capital			
<i>Operations</i>	2,063,070	2,063,070	2,063,070
<i>Available Impact Fees</i>	1,046,951	1,046,951	1,046,951
Total Available Working Capital	\$ 3,110,021	\$ 3,110,021	\$ 3,110,021
Ending Working Capital			
<i>Operations</i>	2,171,413	2,171,413	885,377
<i>Designated Capital Project</i>	-	-	-
<i>Available Impact Fees</i>	1,081,803	1,081,803	1,264,749
Total Available Working Capital	\$ 3,253,216	\$ 3,253,216	\$ 2,150,126

<i>Impact Fees</i>			
<i>Beginning Balance</i>	1,046,951	1,046,951	1,046,951
<i>+ Collections</i>	184,852	184,852	217,798
<i>- Applied to offset Debt Service</i>	(150,000)	(150,000)	-
<i>Ending Balance</i>	1,081,803	1,081,803	1,264,749

*The working Capital Analysis is prepared to provide a picture of the "cash position" of this enterprise fund. Income restricted for specific use and non-operating expenses are excluded. Impact fees are excluded from revenues, however included for working capital balances - as they are available to address contingency expenditures.

Corps Leased Parks Fund FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Park Entry Fees</i>	\$ 538,550	\$ 538,550	\$ 445,587	\$ 92,963	83%
<i>Annual Park Passes</i>	48,000	48,000	49,740	(1,740)	104%
<i>Concession Sales</i>	-	-	-	-	0%
<i>Interest</i>	200	200	21	179	11%
Total Revenues	\$ 586,750	\$ 586,750	\$ 495,348	\$ 91,402	84%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 182,245	\$ 182,245	\$ 158,375	\$ 23,870	87%
<i>Services / Supplies</i>	207,218	207,218	142,485	64,733	69%
<i>Capital</i>	-	-	-	-	0%
Total Expenditures	\$ 389,463	\$ 389,463	\$ 300,861	\$ 88,602	77%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In / General Fund</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 400,022	\$ 406,008	\$ 406,008
<i>+ Net Increase (Decrease)</i>	197,287	197,287	194,487
Ending Fund Balance	\$ 597,309	\$ 603,295	\$ 600,495

Audited FY20

Debt Service Fund

FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Property Tax Revenues</i>	\$2,046,737	\$ 2,046,737	\$ 2,043,452	\$ 3,285	100%
<i>Interest Income</i>	5,000	5,000	195	4,805	4%
Total Revenues	\$ 2,051,737	\$ 2,051,737	\$ 2,043,647	\$ 8,090	100%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Principal Payments</i>	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ -	100%
<i>Interest Payments</i>	590,220	590,220	309,131	281,089	52%
<i>Paying Agent Fees</i>	3,000	3,000	2,931	69	98%
Total Expenditures	\$ 2,843,220	\$ 2,843,220	\$ 2,562,062	\$ 281,158	90%

Other Sources (Uses)	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Transfers In (Out) [To 4B]</i>	804,482	804,482	758,219	\$ 46,263	94%
<i>Proceeds from Refunding Debt</i>	-	-	-	-	0%
<i>Debt Issuance Cost</i>	-	-	-	-	0%
<i>Payment to Escrow Agent</i>	-	-	-	-	0%
Total Financing Sources	\$ 804,482	\$ 804,482	\$ 758,219	\$ 46,263	94%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 123,770	\$ 126,236	\$ 126,236
<i>+ Net Increase (Decrease)</i>	12,999	12,999	239,804
Ending Fund Balance	\$ 136,769	\$ 139,235	\$ 366,040

Audited FY20

Capital Projects Fund FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Grants	\$ -	\$ -	\$ -	\$ -	0%
Contributions	80,000	80,000	67,645	12,355	85%
Interest Income	15,000	15,000	6,448	8,552	43%
Total Revenues	\$ 95,000	\$ 95,000	\$ 74,093	\$ 20,907	100%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
2018 GO Bond (Parks/Streets/Drainage)	2,771,154	2,771,154	734,621	2,036,533	27%
2018 Bond Issue (Streets)	978,854	978,854	79,028	899,826	8%
2018 Bond Issue (Parks)	1,792,300	1,792,300	655,593	1,136,707	37%
Total Expenditures	\$ 2,771,154	\$ 2,771,154	\$ 734,621	\$ 2,036,533	27%

Other Financing Sources (Uses)	Original Budget	Revised Budget	Year to Date	Variance	% Received
Bond Issue Proceeds	\$ -	\$ -	\$ -	\$ -	0%
Bond Discount / Premium	-	-	-	-	0%
Debt Issuance	-	-	-	-	0%
Transfers In	-	-	-	-	0%
Transfer Out	-	-	-	-	0%
Total Financing Sources	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 2,777,849	\$ 3,222,762	\$ 3,222,762
<i>+Net Increase (Decrease)</i>	(2,676,154)	(2,676,154)	(660,528)
Ending Fund Balance	\$ 101,695	\$ 546,608	\$ 2,562,234

Audited FY20

Drainage Utilities FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Drainage Conversion Fee</i>	\$ -	\$ -	\$ 12,964	\$ (12,964)	0%
<i>Drainage Fee Receipts</i>	505,000	505,000	399,037	105,963	79%
<i>Miscellaneous</i>	-	-	-	-	0%
<i>Interest</i>	4,000	4,000	108	3,892	3%
Total Revenues	\$ 509,000	\$ 509,000	\$ 412,109	\$ 96,891	81%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 377,298	\$ 377,298	\$ 273,756	\$ 103,542	73%
<i>Services / Supplies</i>	138,385	138,385	101,299	37,086	73%
<i>Capital</i>	30,000	30,000	16,049	13,951	53%
Total Expenditures	\$ 545,683	\$ 545,683	\$ 391,104	\$ 154,579	72%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Transfers In - City Impervious / General Fund</i>	\$ 36,000	\$ 36,000	\$ -	\$ 66	0%
<i>Operating Transfers Out / General Fund</i>	(16,000)	(16,000)	-	(16,000)	0%
Total Other Sources (Uses)	\$ 20,000	\$ 20,000	\$ -	\$ (15,934)	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 295,384	\$ 333,898	\$ 333,898
<i>+ Net Increase (Decrease)</i>	(16,683)	(16,683)	21,006
Ending Fund Balance	\$ 278,701	\$ 317,215	\$ 354,904

Audited FY20

Park Development Fee Fund FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Interest</i>	\$ -	\$ -	\$ 43	\$ (43)	0%
<i>Community Park Fees</i>	-	-	-	-	0%
<i>Linear Park Fees</i>	-	-	-	-	0%
<i>Neighborhood Park Fees</i>	-	-	-	-	0%
<i>Service Area II</i>	-	-	-	-	0%
<i>Service Area IV</i>	-	-	-	-	0%
Total Revenues	\$ -	\$ -	\$ 43	\$ (43)	0%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Unity Park</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Capital Outlay (Unity Park)</i>	-	-	-	-	0%
<i>Capital Outlay (Village Park)</i>	-	-	-	-	0%
<i>Capital Outlay - (St James development, Area I)</i>	-	-	-	-	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Operating Transfers Out (Funding for projects at Unity Park with FY2012 bond)</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 80,081	\$ 80,076	\$ 80,076
<i>+ Net Increase (Decrease)</i>	-	-	43
Ending Fund Balance	\$ 80,081	\$ 80,076	\$ 80,119

Audited FY20

Ending Fund Balance Detail	Original Budget	Year to Date
<i>Community Park Fees</i>	\$ -	-
<i>Linear Park Fees</i>	-	-
<i>Neighborhood Park Fees (Area I)</i>	-	-
<i>Neighborhood Park Fees (Area II)</i>	80,081	80,119
<i>Neighborhood Park Fees (Area IV)</i>	-	-
Total	\$ 80,081	\$ 80,119

Public Safety Special Revenue Fund FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 26,070	\$ 26,070	\$ 102,071	\$ (76,001)	392%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ -	\$ -	\$ -	\$ -	0%
Services / Supplies	3,600	3,600	8,567	(4,967)	238%
Capital	-	-	-	-	0%
Total Expenditures	\$ 3,600	\$ 3,600	\$ 8,567	\$ (4,967)	238%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
Operating Transfers In	\$ -	\$ -	\$ -	\$ -	0%
Operating Transfers Out	(20,000)	(20,000)	-	(20,000)	0%
Total Other Sources (Uses)	\$ (20,000)	\$ (20,000)	\$ -	\$ (20,000)	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 26,499	\$ 28,406	\$ 28,406
+ Net Increase (Decrease)	2,470	2,470	93,504
Ending Fund Balance	\$ 28,969	\$ 30,876	\$ 121,910

Audited FY20

Municipal Court Technology Fee Fund FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 3,500	\$ 3,500	\$ 1,924	1,576	55%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Services / Supplies	\$ 12,525	\$ 12,525	\$ 7,990	\$ 4,535	64%
Total Expenditures	\$ 12,525	\$ 12,525	\$ 7,990	\$ 4,535	64%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
Operating Transfers In	\$ -	\$ -	\$ -	\$ -	0%
Operating Transfers Out	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 21,911	\$ 21,998	\$ 21,998
+ Net Increase (Decrease)	(9,025)	(9,025)	(6,066)
Ending Fund Balance	\$ 12,886	\$ 12,973	\$ 15,932

Audited FY20

Municipal Court Building Security Fund FY 2020/2021 Budget

YEAR TO DATE JULY

Percent of Budget Year Transpired	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues (Court Fines)	\$ 2,750	\$ 2,750	\$ 2,318	\$ 432	84%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel (Bailiff)	\$ -	\$ -	\$ -	\$ -	0%
Services / Supplies	-	-	-	-	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 38,223	\$ 38,197	\$ 38,197
+ Net Increase (Decrease)	2,750	2,750	2,318
Ending Fund Balance	\$ 40,973	\$ 40,947	\$ 40,515

Audited FY20

Highland Village Community Development Corporation
Working Capital Analysis (FY 2021)

	<i>Actual 2018-2019</i>	<i>Actual 2019-2020</i>	<i>Budget 2020-2021</i>	<i>YTD 2020-2021</i>
Beginning Fund Balance	\$ 30,523	\$ 98,102	\$ 70,647	\$ 117,323
Revenues				
4B Sales Tax	1,384,756	1,381,630	1,348,631	989,771
Park Fees (Rental)	54,651	41,854	44,000	37,567
Linear Park Fees	-	-	-	-
Miscellaneous Income	-	-	-	-
Interest Income	734	633	800	53
Total	\$ 1,440,141	\$ 1,424,117	\$ 1,393,431	\$ 1,027,391
Expenditures				
Personnel	311,612	324,743	370,603	250,978
Services / Supplies	182,692	213,475	208,614	133,052
Reimburse GF (Support Functions)	-	28,000	28,000	-
Reimburse GF (Debt Service)	834,827	808,286	804,482	758,219
Total Non-Capital Expenditures	\$ 1,329,131	\$ 1,374,504	\$ 1,411,699	\$ 1,142,249
Capital				
Engineering	-	-	-	-
Projects Funded Directly	-	30,392	-	-
Transfer to 4B Capital Projects	-	30,392	-	-
Equipment	43,431	-	-	-
Net Increase / (Decrease)	67,579	19,221	(18,268)	(114,858)
Working Capital Balance	\$ 98,102	\$ 117,323	\$ 52,379	\$ 2,465

PEG Fee Fund FY 2020/2021 Budget

YEAR TO DATE JULY

<i>Percent of Budget Year Transpired</i>	83.3%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>PEG Fee Receipts</i>	\$ 42,772	\$ 42,772	\$ 19,954	\$ 22,818	47%
Total Revenues	\$ 42,772	\$ 42,772	\$ 19,954	\$ 22,818	47%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Services / Supplies</i>	7,600	7,600	2,109	5,491	28%
<i>Capital</i>	21,000	21,000	29,890	(8,890)	0%
Total Expenditures	\$ 28,600	\$ 28,600	\$ 31,999	\$ (3,399)	112%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Operating Transfers Out</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 122,098	\$ 118,660	\$ 118,660
<i>+Net Increase (Decrease)</i>	14,172	14,172	(12,045)
Ending Fund Balance	\$ 136,270	\$ 132,832	\$ 106,615

Audited FY20

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 16

MEETING DATE: 09/14/2021

SUBJECT: Conduct Public Hearing on the Proposed Budget and Tax Rate for Fiscal Year 2021/2022

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

Texas Tax Code Section 26.05, part of the state’s “Truth in Taxation” laws, requires a public hearing be held before implementing the annual property tax rate if the rate to be **considered** will exceed the lower of the voter-approved rate or no-new-revenue tax rate. The no-new-revenue tax rate is generally equal to the prior year’s taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. At the August 10th Meeting, Council voted to consider the current rate of \$.56302. While this is below the voter-approved tax rate of \$.571497, it does exceed the no-new-revenue tax rate of \$.53855, thus the public hearing is required. The public hearing will also invite comment on the proposed budget.

IDENTIFIED NEED/S:

The proposed tax rate of \$.56302 is unchanged from last year.

The proposed budget can be viewed on the City website at [FY-2022-CM-Recommended-Budget- \(highlandvillage.org\)](https://www.highlandvillage.org/FY-2022-CM-Recommended-Budget-)

OPTIONS & RESULTS:

Budget calendar:

- September 3rd
 - City Manager Recommended Budget posted on City Website
- September 14th (Regular Council Meeting)
 - Public Hearing on tax rate and budget
 - 1st read on tax rate and budget
- September 21st (Special Council Meeting)
 - 2nd read on tax rate and budget

RECOMMENDATION:

Council to conduct a public hearing on the proposed tax rate and budget for FY 2022.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 17

MEETING DATE: 09/14/2021

SUBJECT: Consider Ordinance 2021-1287 (First Reading) Adopting the FY 2021-2022 Annual Budget

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

City Staff initiated the FY 2022 Budget process in May of this year with departments reviewing programs and related costs in their respective areas. The budget was developed with Council in a series of workshops: the Capital Improvement Program was presented, followed by the General Fund Budget, Special Revenue Funds, and the Utility Fund. The proposed budget has been available on the City Web Site for review by residents. The final document presented is a joint product of Staff and Council to reflect priorities established by Council in the initial stages of this budget process. The required public hearing will be conducted at this meeting.

IDENTIFIED NEED/S:

The FY 2021/22 Budget is presented for Council approval. The presented budget mirrors the expressed consensus of Council from the budget work sessions.

Truth in Taxation, specifically Local Government Code Section 102.007, requires specific action in adoption of the budget. A vote to adopt the budget must be a record vote, and the adopted budget must contain a cover page that includes a number of specifically worded statements regarding revenue, delineation of the record vote to adopt the budget, tax rates, and debt obligation amounts. All the pertinent information is likewise included in the City Manager Recommended Budget posted on-line, save the record vote of council – which will be updated subsequent to the actual council vote.

Additionally, adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of council to ratify the property tax increase reflected in the budget. As this budget does indeed raise more revenue, this is to be presented as a separate companion agenda item with the second reading of the budget ordinance.

OPTIONS & RESULTS:

The complete budget is available for viewing on the City website via the following link, and is on file in the City Secretary's Office:

[FY-2022-CM-Recommended-Budget- \(highlandvillage.org\)](https://www.highlandvillage.org/FY-2022-CM-Recommended-Budget-)

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

A budget ordinance follows. Fund expenditure totals are enumerated in the ordinance along with parameters regarding amendments to the approved budget.

RECOMMENDATION:

To approve Ordinance 2021-1287 adopting the FY 2021 / 2022 Budget on first reading.

CITY OF HIGHLAND VILLAGE

ORDINANCE NO. 2021-1287

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AND CATEGORY APPROPRIATIONS FOR EACH FUND AND DEPARTMENT, PROJECT AND ACCOUNT; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR INTER-FUND TRANSFERS; PROVIDING FOR INVESTMENT OF CERTAIN FUNDS; PROVIDING FOR FISCAL AND BUDGETARY POLICY GUIDELINES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by Article VI of the City Charter, the City Manager has prepared and submitted to the City Council a Budget Estimate of expenditures and revenues of all city departments, activities and offices for the fiscal year beginning October 1, 2021, and ending September 30, 2022 (“the FY 2020-2021 Budget”); and

WHEREAS, the proposed FY 2021-2022 Budget has been filed with the City Secretary of the City of Highland Village as required by law; and

WHEREAS, notice of public hearing upon the proposed FY 2021-2022 Budget has been duly and legally posted or published as required by law; and

WHEREAS, said public hearing was held on September 14, 2021, and whereon full and final consideration was given the proposed FY 2021-2022 Budget; and

WHEREAS, the City Council of the City of Highland Village, Texas, has determined that the proposed FY 2021-2022 Budget will be sufficient to provide the needed services to Highland Village residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS; THAT

SECTION 1. For the purpose of providing the funds necessary and proposed to be expended in the Budget of the City of Highland Village for the fiscal year beginning October 1, 2021 and ending September 30, 2022, the FY 2021-2022 Budget heretofore prepared by the City Manager and submitted to the City Council for its consideration and approval, said Budget for the different funds of the City of Highland Village are hereby fixed as follows:

General Fund	20,599,521
Debt Service Fund	2,846,292
Corps Leased Parks Fund	604,506
HV Drainage Utility Fund	532,547
Capital Projects Fund	3,669,094
Public Safety Special Revenue Fund	3,600
Park Development Fee Fund	-0-
PEG Fee Fund	19,400
Municipal Court Technology Fee Fund	3,836
Municipal Court Building Security Fund	-0-

Utility Fund	12,843,037
HV Community Development Fund	741,042
Total Funds	41,862,875

The above said budget is hereby approved for a total of \$41,862,875, and the available resources and revenues of the City of Highland Village for said fiscal year be and the same are hereby appropriated and set aside for the maintenance and operation of the various departments of the Government of the City of Highland Village, together with the various activities and improvements as set forth in said FY 2021-2022 Budget, and expenditures under these appropriations shall not exceed the enumerated line items unless and until the line item(s) shall be amended by a Council-approved budget amendment, and further the expenditures shall be in accordance with the uses and purposes of the respective departments, as such are more specifically identified by the line items, and activities as provided for in said FY 2021-2022 Budget. Amendments to the FY 2021-2022 Budget, including appropriations and expenditures which deviate from this FY 2021-2022 Budget shall be approved by the City Council by presentation of the item on a form in substantial conformity to that attached hereto as Exhibit A. Notwithstanding the foregoing, the City Manager is hereby authorized to make expenditures under this FY 2021-2022 Budget, without budget amendment, which exceed specific line items within expenditure categories, these categories being Personnel, Services/Supplies, and Capital. In no event shall expenditures for any department, expended under the City Manager's authority, exceed the departmental appropriation for said department.

SECTION 2. The Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, approved herein, is on file in the City Secretary Office.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be made in accordance with the FY 2021-2022 Budget approved by this ordinance unless otherwise authorized by duly enacted ordinance of the City of Highland Village.

SECTION 4. The City Manager be and is hereby authorized in accordance with the provisions of Section 6.17 of the City Charter to approve expenditures up to the amount set forth in the financial policies adopted by the City Council, with any expenditure over such amount requiring the approval of the City Council.

SECTION 5. The City Manager be and is hereby authorized to make interfund transfers in accordance with budgeted appropriations during the fiscal year.

SECTION 6. The City Manager and/or the designated Investment Officer is authorized to invest idle funds, whether operating funds or bond funds in accordance with the City's Investment Policy as prescribed by the Public Funds Investment Act.

SECTION 7. The administration and execution of said budget for fiscal year beginning October 1, 2021 and ending September 30, 2022 shall be subject to certain fiscal and budgetary policies as adopted by the City Council.

SECTION 8. This Ordinance shall take effect immediately from and after its passage on second reading.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE ON FIRST READING, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Charlotte Wilcox, Mayor- Place 1		
Jon Kixmiller, Councilmember-Place 2		
Mike Lombardo, Councilmember – Place 3		
Barbara Fleming, Councilmember – Place 4		
Tom Heslep, Councilmember – Place 5		
Robert Fiester, Councilmember – Place 6		
Daniel Jaworski – Councilmember – Place 7		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY,” AND TWO ABSENT, THIS ORDINANCE NO. 2021-1287 WAS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON FIRST READING ON THE 14th DAY OF SEPTEMBER 2021.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE ON SECOND AND FINAL READING, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Charlotte Wilcox, Mayor- Place 1		
Jon Kixmiller, Councilmember-Place 2		
Mike Lombardo, Councilmember – Place 3		
Barbara Fleming, Councilmember – Place 4		
Tom Heslep, Councilmember – Place 5		
Robert Fiester, Councilmember – Place 6		
Daniel Jaworski – Councilmember – Place 7		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY,” THIS ORDINANCE NO. 2021-1287 WAS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON SECOND READING ON THIS THE 21st DAY OF SEPTEMBER 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:9/7/2021:124625)

**ORDINANCE NO. 2021-1287
EXHIBIT A**

**Budget Amendment Request Worksheet
Expenditure Line Item for Proposed Change:**

<u>Department</u>	<u>Category</u>	<u>Current Budget (Annual)</u>	<u>Proposed Budget (Annual)</u>	<u>Increase / Decrease</u>
<u>Expenditures</u>				
<u>Total</u>				-

Reason for Request

FUND BALANCE

GENERAL FUND BALANCE

Details: **Net Change \$ -**

UTILITY FUND WORKING CAPITAL BALANCE

Details: **Net Change \$**

**COUNCIL APPROVAL
REQUIRED**

**Inter-Departmental, offset by equal decrease
or offset by increase in revenue item.**

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 18

MEETING DATE: 09/14/2021

SUBJECT: Consider Ordinance 2021-1288 Levying the Ad Valorem Taxes for the Year 2021 at a Rate of \$.56302 Per \$100 Assessed Valuation on all Property Within the Corporate Limits of the City of Highland Village as of January 1, 2021

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

Texas Tax Code §26.05 requires a tax rate be adopted by official action following passage of a budget. The tax rate must be adopted in two separate components – Maintenance and Operations (M&O), and Interest and Sinking (I&S). The total tax rate of \$.56302/\$100 is unchanged from last year. Changes in the tax law for 2020 provided new terminology: the no-new-revenue tax rate (previously effective rate) is the rate that would provide the same amount of funds raised from property taxes for the current fiscal year, and the voter-approved tax rate (previously rollback rate) is the maximum tax rate that City Council may approve without requiring an election. State law requires a public hearing if the proposed tax rate exceeds the lower of the voter-approved tax rate or the no-new-revenue tax rate. The proposed tax rate of \$.56302/\$100 is below the voter-approved tax rate (calculated at \$.571497/\$100) but exceeds the no-new-revenue tax rate (calculated at \$.538551/\$100). Thus, state law requires one public hearing be held regarding the proposed tax rate, as well as placement of associated notices in the city's official newspaper, posting to the City Website, and notices broadcast on HVTV. State law also requires a public hearing be held prior to adoption of the city's annual budget. Accordingly, notice was published, and the public hearing is being conducted at this 9/14/2021 Council Meeting.

IDENTIFIED NEED/S:

Ordinance No. 2021-1287 provides for the adoption of the City's official budget for Fiscal Year 2021-22. Pursuant to the direction of the City Council, the City Manager has prepared the FY 2021-22 budget based on anticipated revenues to the City from various sources, including the assessment of taxes on real and business personal property located within the City. In order to provide for sufficient revenues to pay the City's operation and maintenance obligations as well as the City's outstanding debt obligations, the FY 2021-22 budget requires the City receive property tax revenues that would be generated through the adoption of the proposed tax rate. Staff has prepared for consideration, Ordinance No. 2021-1288 which provides for the adoption of a total tax rate of \$.56302 per \$100 valuation (composed of a Maintenance and Operation rate of \$.482635 per \$100 valuation and a debt service rate of \$.080385 per \$100 valuation) to fund the FY 2021-2022 budget.

- Because the proposed M&O tax rate will exceed the no-new-revenue M&O tax rate (previously M&O effective tax rate) of \$.475052 per \$100 valuation, state law requires

certain language in larger font be included in the ordinance adopting the tax rate for the next fiscal year (see Section 2 of Ordinance No. 2021-1288).

- In addition, as the proposed tax rate exceeds the no-new-revenue tax rate, at least 60 percent of the governing body must vote in favor of the ordinance by a record vote. State law also requires that the motion approving an ordinance adopting a tax rate that is greater than the no-new-revenue tax rate include specific language (see **Recommendation** section below).

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The ordinance adopting the tax rate follows this briefing.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2021-1288 on first reading. State law requires the motion to approve Ordinance No. 2021-1288 on first reading be made in the following form:

“I move that the property tax rate be increased by the adoption of a tax rate of \$.56302, which is effectively a 4.5 percent increase in the tax rate and, therefore, I further move that Ordinance No. 2021-1288 be approved on first reading.”

CITY OF HIGHLAND VILLAGE, TEXAS

ORDINANCE NO. 2021-1288

AN ORDINANCE OF THE CITY OF HIGHLAND VILLAGE, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE YEAR 2021 AT A RATE OF \$0.56302 PER \$100 ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND VILLAGE AS OF JANUARY 1, 2021; TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF HIGHLAND VILLAGE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2021 TAX ROLL CERTIFIED BY THE CHIEF APPRAISER OF THE DENTON CENTRAL APPRAISAL DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, assessments and renditions of all taxable property in the City of Highland Village have been made for the year 2021 by the Denton Central Appraisal District; and

WHEREAS, the City Council has approved Ordinance No. 2021-1287 adopting the City's annual budget for fiscal year 2021-2022; and

WHEREAS, the City Council of the City of Highland Village, Texas, has determined that a total tax rate of \$0.56302 per \$100 assessed valuation should be adopted in order to provide funds necessary for the operations and maintenance obligations of the City and to fund required debt payments; and

WHEREAS, the City Council of the City of Highland Village, Texas, upon full consideration of the matter, is of the opinion the tax rate hereinafter set forth is proper and should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. There should be and is hereby levied for the year 2021 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Highland Village, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.56302 on each \$100 assessed value of taxable property, which tax shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current operational and maintenance expenses of the municipal government of the City, a tax of \$0.482635 on each one hundred dollars (\$100.00) assessed value of all taxable property within the City of Highland Village.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Highland Village, not otherwise provided for, a tax of \$0.080385 on each one hundred dollars (\$100.00) of assessed value of taxable property within the City of Highland Village and shall be applied to the payment of interest and maturities of all such outstanding debt, including paying agent fees.

SECTION 2. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.15 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$23.65.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2021, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2022. There shall be no discount for payment of taxes prior to February 1, 2022. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2022, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2015 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2014 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2015 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 5. The assessments and renditions for the year 2021 on all taxable property and the Tax Roll certified by the Chief Appraiser of the Denton Central Appraisal District as presented to the City Council are hereby approved.

SECTION 6. The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year 2021-2022 requires that this Ordinance shall take effect immediately from and after its passage on second reading, as the law in such cases provides.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE ON FIRST READING, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Charlotte Wilcox, Mayor- Place 1		
Jon Kixmiller, Councilmember-Place 2		
Mike Lombardo, Councilmember – Place 3		
Barbara Fleming, Councilmember – Place 4		
Tom Heslep, Councilmember – Place 5		
Robert Fiester, Councilmember – Place 6		
Daniel Jaworski – Councilmember – Place 7		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY,” AND TWO ABSENT, THIS ORDINANCE NO. 2021-1288 WAS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON FIRST READING ON THE 14th DAY OF SEPTEMBER 2021.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE ON SECOND AND FINAL READING, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Charlotte Wilcox, Mayor- Place 1		
Jon Kixmiller, Councilmember-Place 2		
Mike Lombardo, Councilmember – Place 3		
Barbara Fleming, Councilmember – Place 4		
Tom Heslep, Councilmember – Place 5		
Robert Fiester, Councilmember – Place 6		
Daniel Jaworski – Councilmember – Place 7		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY,” THIS ORDINANCE NO. 2021-1288 WAS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON SECOND READING ON THIS THE 21st DAY OF SEPTEMBER 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:9/7/2021:124626)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 19

MEETING DATE: 09/14/2021

SUBJECT: Consider Resolution No. 2021-2954 Approving the Annual Rate Adjustment in Accordance With the Solid Waste, Recycling, and Household Hazardous Waste Collection Contract with Community Waste Disposal (CWD)

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

Attached for your review and consideration is a request from Community Waste Disposal (CWD) for a rate increase. The proposed rate increase is allowed under Section 6.04 of the agreement between the City and CWD for Solid Waste and Recycling Services. Rate adjustments are based on three criteria: the Dallas/Fort Worth Consumer Price Index, the change in US Price of Natural Gas Sold to Commercial Customers Index, and the percentage change in the gate rate charged to CWD by the Disposal Site(s) they utilize pursuant to our contract. In turn, indexes were determined for each component (residential trash, recycling, roll-off trash, front load trash), with the adjustment based on the percentage change for each – applied to the respective weight assigned to each component for each service. The existing agreement with CWD was initiated in 2018 with a five-year term. The contract contains a provision to update rates in October of each year. This is the third requested CPI adjustment for the agreement term. CWD also received an additional increase related to the unexpected closure of the DFW landfill in 2020.

IDENTIFIED NEED/S:

CWD has provided the pertinent CPI, natural gas index and disposal site cost information for determination of the adjustment as required by the contract – and this has been substantiated by City Staff. The matrix following depicts the weighted change in each of the various components:

Updated Rate Factors					
Adjustment Criteria		CPI 4.52%	Fuel 5.22%	Landfill 1.34%	Total % Increase
Trash / Compost	Weighted %	0.48	0.2	0.32	3.64%
	Change	0.0217	0.01044	0.004	
Recycling	Weighted %	0.8	0.2		4.66%
	Change	0.03616	0.01044	-	
Roll-Off	Weighted %	0.37	0.13	0.5	3.02%
	Change	0.01672	0.00679	0.0067	
Front Load	Weighted %	0.57	0.13	0.3	3.66%
	Change	0.02576	0.00679	0.00402	

OPTIONS & RESULTS:

Based on the price index changes, rates charged by CWD for residential garbage (inclusive of recycling), will reflect a 3.9% overall increase. When including sales tax, the monthly bill to each resident will increase from \$17.88 to \$18.58 – a \$.70 increase. Senior citizen rates (with the 10% discount), will increase from \$16.09 to \$16.70.

In addition: The City also incurs a separate charge associated with processing of compost from another vendor, which equates to a \$.25 additional pass-through charge.

Updated rates with annual CPI adjustment:

	Updated 10/27/2020		Updated 9/14/2021		
	Regular Customer	Senior	Regular Customer	Senior	Associated Increase
Garbage	\$ 9.05	\$ 8.15	\$ 9.38	\$ 8.44	3.6%
Recycling	3.40	3.06	3.56	\$ 3.20	4.7%
Compost	1.62	1.45	1.68	\$ 1.51	3.9%
HH Haz Waste	<u>0.95</u>	<u>0.85</u>	<u>0.98</u>	<u>\$ 0.88</u>	3.2%
Sub-total	15.02	\$ 13.51	15.60	14.03	3.9%
Franchise	<u>1.50</u>	<u>\$ 1.35</u>	<u>1.56</u>	<u>\$1.40</u>	
Total Vendor Charges	16.52	\$ 14.86	17.16	\$15.43	
Sales Tax	<u>1.36</u>	<u>\$ 1.23</u>	<u>1.42</u>	<u>1.27</u>	
Total Garbage	\$ 17.88	\$ 16.09	\$ 18.58	\$ 16.70	
Compost Processing	<u>0.25</u>	<u>\$ 0.25</u>	<u>0.25</u>	<u>0.25</u>	
Total Bill to Resident	\$ 18.13	\$ 16.34	\$ 18.83	\$16.95	

Commercial rates are detailed following this briefing.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

Council to approve Resolution 2021-2954.

Commercial Front Load Rates							
FEL - includes all disposal costs (Applicable Adjustment Formula - Front Load Trash)							
Size	1	2	3	4	5	6	extra
2 yard	\$ 87.24	\$ 163.30	\$ 207.02	\$ 257.75	\$ 320.14	Negotiable	\$ 38.90
3 yard	\$ 104.10	\$ 168.51	\$ 230.60	\$ 292.68	\$ 357.60	Negotiable	\$ 40.04
4 yard	\$ 113.12	\$ 188.89	\$ 249.50	\$ 315.94	\$ 406.88	Negotiable	\$ 41.19
6 yard	\$ 172.01	\$ 275.17	\$ 384.17	\$ 497.83	\$ 599.82	Negotiable	\$ 43.48
8 yard	\$ 192.40	\$ 331.11	\$ 475.66	\$ 615.54	\$ 754.25	\$ 878.96	\$ 44.62
10 yard	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	\$ 1,094.62	\$ 46.91
FEL - Recycling - includes all disposal costs (Applicable Adjustment Formula - Recycling)							
2 yard	NA	NA	NA	NA	NA	NA	NA
3 yard	NA	NA	NA	NA	NA	NA	NA
4 yard	NA	NA	NA	NA	NA	NA	NA
6 yard	\$ 63.71	\$ 127.41	NA	NA	NA	NA	NA
8 yard	\$ 63.71	\$ 127.41	NA	NA	NA	NA	NA
Additional Charge for Casters, Enclosures and Locks				\$ 4.09	per collection per container		
Roll-Off Containers (Applicable Adjustment Formula = Roll Off trash)							
Roll-Off-Temp-Exclusive to contractor (1)							
	Delivery	Daily Rental		Haul Rate		Disposal per ton*	
20 yard	\$ 130.51	\$ 6.23		\$ 343.96		\$ 42.96	
30 yard	\$ 130.51	\$ 6.23		\$ 355.82		\$ 42.96	
40 yard	\$ 130.51	\$ 6.23		\$ 391.41		\$ 42.96	
Roll-Off-Permanent-Exclusive to contractor (1) (Applicable Adjustment Formula - Roll Off trash)							
	Delivery	Daily Rental		Haul Rate		Disposal per ton*	
20 yard	\$ -	\$ 6.23		\$ 343.96		\$ 42.96	
30 yard	\$ -	\$ 6.23		\$ 355.82		\$ 42.96	
40 yard	\$ -	\$ 6.23		\$ 391.41		\$ 42.96	
Roll-Off-Permanent-Exclusive to contractor (1) (Applicable Adjustment Formula - Roll Off trash)							
	Delivery	Monthly Rental		Haul Rate		Disposal per ton*	
15 yd SC		Negotiable		\$ 355.82		\$ 42.96	
20 yd SC		Negotiable		\$ 355.82		\$ 42.96	
25 yd SC		Negotiable		\$ 355.82		\$ 42.96	
30 yd SC		Negotiable		\$ 355.82		\$ 42.96	
35 yd SC		Negotiable		\$ 355.82		\$ 42.96	
40 yd Receiving Container		Negotiable		\$ 355.82		\$ 42.96	

Fee Per Residential Customer for Solid Waste, Recycle, Bulk & Brush and Compost Collection

	Regular Customer	Senior Customer	Applicable Adjustment Formula
Garbage / Compost Delivery	\$ 11.06	\$ 9.95	Residential Trash
Recycling	\$ 3.56	\$ 3.20	Recycling
Household Hazardous Waste	\$ 0.98	\$ 0.88	Residential Trash
Sub-Total	\$ 15.60	\$ 14.03	
Franchise Fee (10%) pass-through	\$ 1.56	\$ 1.40	
Total Charges	\$ 17.16	\$ 15.43	
Additional card - Recycling per month	\$ 7.58		Recycling
Special collection rate per cubic yard	\$ 13.71		Residential Trash
Disaster Management Rates			
Roll Off Truck and Container per haul	\$ 297.47		Roll-Off Trash
Grapple Truck per hour	\$ 195.76		Roll-Off Trash
Rear Load Truck w/Crew per hour	\$ 195.76		Roll-Off Trash
Disposal Fee per ton	\$ 42.96		Roll-Off Trash
Small Commercial w/Contractor Supplied 95-gal poly carts			
1 cart 1 x week	\$ 19.42		Residential Trash
1 cart 2 x week	\$ 33.12		
Additional cart(s) 1 x week	\$ 17.70		
Additional cart(s) 2 x week	\$ 29.98		

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2021-2954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, APPROVING THE ANNUAL RATE ADJUSTMENT PURSUANT TO THE SOLID WASTE AND RECYCLING SERVICE CONTRACT DATED SEPTEMBER 1, 2018 BETWEEN THE CITY AND COMMUNITY WASTE DISPOSAL, L.P.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Highland Village, Texas entered into that certain Solid Waste and Recycling Service Contract ("the Contract") with Community Waste Disposal, L.P. ("CWD") effective September 1, 2018, to provide solid waste and recycling collecting and disposal services in the City for a period of five (5) years; and

WHEREAS, the Contract authorizes CWD to request an annual adjustment of rates to be effective on October 1st of each year during the term of the Contract based on a formula set forth in the Contract; and

WHEREAS, pursuant to the Contract, CWD has delivered a revised request for the annual rate adjustment to be effective October 1, 2021; and

WHEREAS, City Administration has reviewed the revised rate adjustment request and, after additional adjustments and corrections to which CWD has agreed, determined that the request conforms to the provisions of the Contract; and

WHEREAS, the Contract provides the requested adjustment must be approved by the City Council before it may become effective, which approval cannot be unreasonably withheld; and

WHEREAS, pursuant to the provisions of the Contract, the City Council finds no reasonable basis on which to deny the requested rate adjustment as revised.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The rates for services as set out in the Contract are hereby adjusted and approved in accordance with Exhibit "A," attached hereto and incorporated herein by reference effective October 1, 2021.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 14th day of September 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:9/7/2021124627)

Resolution No. 2021-2954

Exhibit "A" – CWD Rate Tables for FY 21-22

Fee Per Residential Customer for Solid Waste, Recycle, Bulk & Brush and Compost Collection				
		Regular Customer	Senior Customer	Applicable Adjustment Formula
Garbage / Compost Delivery	\$	11.06	\$ align="right">9.95	Residential Trash
Recycling	\$	3.56	\$ align="right">3.20	Recycling
Household Hazardous Waste	\$	0.98	\$ align="right">0.88	Residential Trash
Sub-Total	\$	15.60	\$ align="right">14.03	
Franchise Fee (10%) pass-through	\$	1.56	\$ align="right">1.40	
Total Charges	\$	17.16	\$ align="right">15.43	
Additional card - Recycling per month	\$		7.58	Recycling
Special collection rate per cubic yard	\$		13.71	Residential Trash
Disaster Management Rates				
Roll Off Truck and Container per haul	\$		297.47	Roll-Off Trash
Grapple Truck per hour	\$		195.76	Roll-Off Trash
Rear Load Truck w/Crew per hour	\$		195.76	Roll-Off Trash
Disposal Fee per ton	\$		42.96	Roll-Off Trash
Small Commercial w/Contractor Supplied 95-gal poly carts				
1 cart 1 x week	\$		19.42	Residential Trash
1 cart 2 x week	\$		33.12	
Additional cart(s) 1 x week	\$		17.70	
Additional cart(s) 2 x week	\$		29.98	

Resolution No. 2021-2954

Exhibit "A" – CWD Rate Tables for FY 21-22

Commercial Front Load Rates							
FEL - includes all disposal costs (Applicable Adjustment Formula - Front Load Trash)							
Size	1	2	3	4	5	6	extra
2 yard	\$ 87.24	\$ 163.30	\$ 207.02	\$ 257.75	\$ 320.14	Negotiable	\$ 38.90
3 yard	\$ 104.10	\$ 168.51	\$ 230.60	\$ 292.68	\$ 357.60	Negotiable	\$ 40.04
4 yard	\$ 113.12	\$ 188.89	\$ 249.50	\$ 315.94	\$ 406.88	Negotiable	\$ 41.19
6 yard	\$ 172.01	\$ 275.17	\$ 384.17	\$ 497.83	\$ 599.82	Negotiable	\$ 43.48
8 yard	\$ 192.40	\$ 331.11	\$ 475.66	\$ 615.54	\$ 754.25	\$ 878.96	\$ 44.62
10 yard	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	\$ 1,094.62	\$ 46.91
FEL - Recycling - includes all disposal costs (Applicable Adjustment Formula - Recycling)							
2 yard	NA	NA	NA	NA	NA	NA	NA
3 yard	NA	NA	NA	NA	NA	NA	NA
4 yard	NA	NA	NA	NA	NA	NA	NA
6 yard	\$ 63.71	\$ 127.41	NA	NA	NA	NA	NA
8 yard	\$ 63.71	\$ 127.41	NA	NA	NA	NA	NA
Additional Charge for Casters, Enclosures and Locks				\$ 4.09	per collection per container		
Roll-Off Containers (Applicable Adjustment Formula = Roll Off trash)							
Roll-Off-Temp-Exclusive to contractor (1)							
	Delivery	Daily Rental		Haul Rate		Disposal per ton*	
20 yard	\$ 130.51	\$ 6.23		\$ 343.96		\$ 42.96	
30 yard	\$ 130.51	\$ 6.23		\$ 355.82		\$ 42.96	
40 yard	\$ 130.51	\$ 6.23		\$ 391.41		\$ 42.96	
Roll-Off-Permanent-Exclusive to contractor (1) (Applicable Adjustment Formula - Roll Off trash)							
	Delivery	Daily Rental		Haul Rate		Disposal per ton*	
20 yard	\$ -	\$ 6.23		\$ 343.96		\$ 42.96	
30 yard	\$ -	\$ 6.23		\$ 355.82		\$ 42.96	
40 yard	\$ -	\$ 6.23		\$ 391.41		\$ 42.96	
Roll-Off-Permanent-Exclusive to contractor (1) (Applicable Adjustment Formula - Roll Off trash)							
	Delivery	Monthly Rental		Haul Rate		Disposal per ton*	
15 yd SC		Negotiable		\$ 355.82		\$ 42.96	
20 yd SC		Negotiable		\$ 355.82		\$ 42.96	
25 yd SC		Negotiable		\$ 355.82		\$ 42.96	
30 yd SC		Negotiable		\$ 355.82		\$ 42.96	
35 yd SC		Negotiable		\$ 355.82		\$ 42.96	
40 yd Receiving Container		Negotiable		\$ 355.82		\$ 42.96	

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 20

MEETING DATE: 09/14/2021

SUBJECT: Consider Resolution 2021-2955 Authorizing a Lease Agreement and Related Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. Relating to the Leasing and Maintenance of the City's Fleet Vehicles and the Sale of Surplus Vehicles

PREPARED BY: Paul Stevens, City Manager

BACKGROUND:

Since the beginning of the budget process, City staff has studied fleet management options looking at the possibility of cutting costs as well as flattening annual purchases without spikes from year to year, a particularly important aspect due to Senate Bill 2 and tax rate ramification. Enterprise Fleet Management offers a complete program beginning with acquisition, maintenance all the way through vehicle resale. The purchasing power of Enterprise along with governmental rebates, allows the city to purchase vehicles at an exceptional price. A key component of this program relies on the cycling strategy of when to sell a vehicle. A decision is made to sell the vehicle at its peak resale value. This helps the City keep costs lower and also keeps the fleet relatively new. The program would include police vehicles, sedans, SUVs, pickups and some larger chassis vehicles. It would not include ambulances, large fire apparatus or heavy equipment such as a back hoe.

Maintenance management will be done through approved Enterprise vendors. Maintenance will be included in a set fee from Enterprise. This would free up our personnel to work on other equipment and perform other functions. Because the fleet will be relatively new, maintenance costs should decrease.

Enterprise will provide valuable vehicle information such as total cost ownership, operating costs, savings opportunities and determining the most efficient fleet plan. Once it is determined a vehicle should be sold, Enterprise will order the new vehicle and it will be delivered before the old vehicle is taken, providing a very seamless operation.

IDENTIFIED NEEDS:

This program will allow the City of Highland Village to operate a fleet newer than current and will save overall operating costs.

OPTIONS AND RESULTS:

Because the first year will see a larger purchase of vehicles as the City will be selling existing vehicles, Year 1 savings will be greater than subsequent years. However, each year should see an operational savings compared to our current vehicle acquisition and maintenance program.

It is estimated the City will see a \$1.1 million in savings over a 10 year period.

PROGRESS TO DATE:

August 24, 2021 – City Council is presented the Enterprise Fleet Management Program.

BUDGETARY IMPACT/ORDINANCE CHANGE:

The Fleet Management Program is projected to have a positive budgetary impact, saving approximately \$1.1 over 10 years.

RECOMMENDATION:

To approve Resolution 2021-2955.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2021-2955

A RESOLUTION OF THE CITY COUNCIL OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING A LEASE AGREEMENT AND OTHER RELATED AGREEMENTS WITH ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC. RELATING TO THE LEASING AND MAINTENANCE OF THE CITY'S FLEET VEHICLES AND THE SALE OF SURPLUS CITY VEHICLES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in reviewing various options regarding the cost to the City relating to the purchase and maintenance of the City's fleet vehicles, City Administration has determined that costs savings may be realized by leasing as opposed to purchasing certain vehicles for the City's vehicle fleet; and

WHEREAS, City Administration has received a proposal from Enterprise Fleet Management, Inc. ("Enterprise") regarding the leasing and maintenance management for some of the City's vehicles and recommends entering into the necessary leasing and related agreements for the purpose of leasing City vehicles from Enterprise; and

WHEREAS, Enterprise has offered an agreement wherein Enterprise will manage the sale of the City's surplus vehicles if requested by the City; and

WHEREAS, the City Council of the City of Highland Village finds it to be in public interest to concur in the foregoing recommendation and authorize the above described agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is authorized to negotiate and execute a Master Equity Lease Agreement with Enterprise FM Trust and a (a) Maintenance Management and Fleet Rental Agreement, (ii) Maintenance Agreement, (iii) Telematics Services Agreement, and (iv) Agreement to Sell Customer Vehicles with Enterprise Fleet Management, Inc., including any amendments or addenda related to any of said agreements, in accordance with the proposal presented by the City Manager at this meeting.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 14th day of September 2021.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:9/7/2021124629)

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

Initials: EFM _____ Customer _____

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

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

11. INSURANCE:

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

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

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

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

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

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

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

Initials: EFM _____ Customer _____

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

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

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

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

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

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

Initials: EFM _____ Customer _____

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

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

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

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

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

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

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

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

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

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

TELEMATICS SERVICES AGREEMENT

As of this _____ day of September, 2021, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

- Master Equity Lease Agreement (with schedules), dated September ____, 2021.
- Master Walkaway Lease Agreement (with schedules), dated _____

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

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

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

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

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

2 Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe

driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

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

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

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

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

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

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

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

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

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

8. Indemnification. As Customer is a home rule municipality and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement, as well as the provisions of Art. 11, Sec. 5 of the Texas Constitution regarding the creation of debt by a city. To the extent permitted by Texas law, Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim. Nothing in this Section 8 shall be deemed to affect the rights, privileges, and immunities of Customer, and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Customer pursuant to Texas law.

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

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

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

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

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

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

ENTERPRISE FLEET MANAGEMENT, INC.

CUSTOMER: City of Highland Village, Texas

By:
Title:
Address:
Date:

By:
Title:
Address:
Date:

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and City of Highland Village, Texas (hereinafter referred to as “CUSTOMER”), on the other hand on this ____ day of January, 2021 (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

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

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law (“Service Fee”).
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees

and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section (a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
6. Indemnification and Hold Harmless: Except in the event of the negligence or willful misconduct of EFM or any Enterprise entity, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This

- insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
 14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
 15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
 16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
 18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
 19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
 20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

_____ Date

_____ Date

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC
 Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC

CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Highland Village, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

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

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 3(f) of the Master Equity Lease Agreement is amended to read as follows:

If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement and does not remedy such failure within ten (10) days after receipt of written notice, then Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate; provided, except with respect to covenants in Section 11, that such ten (10) day remedy period shall be extended to thirty (30) day if Lessee is diligently working towards remedying such failure.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee (which may not exceed a radius of fifty (50) miles of Lessee's primary place of business). If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's

remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, and rental of the Vehicle, as such costs set forth herein or in any Schedule associated with the Vehicle, or incurred in connection with Lessee's use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 6 of the Master Equity Lease Agreement is amended to read as follows:

Each Vehicle will be titled and licensed in the name designated by Lessor at Lessor's expense and will invoice Lessee for such expenses which will be paid in accordance with the payment provisions of the Master Equity Lease Agreement. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

Section 7 of the Master Equity Lease Agreement is amended to read as follows:

Lessor agrees to obtain all initial and renewal registration stickers and registration plates required by each state where each Vehicle is so registered where the presence of the Vehicles is not required for issuance, and will invoice Lessee for such expenses which will be paid in accordance with the payment provisions of this Master Equity Lease Agreement. Lessee agrees to obtain, at its expense, to obtain permits, inspections and/or other documentation required in connection with the Vehicles. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

Section 9(c) of the Master Equity Lease Agreement is amended to read as follows:

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

Section 11(a), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability. Lessor understands, acknowledges and agrees that Lessee shall insure the Vehicles (liability, collision and comprehensive) through the Texas Municipal League Intergovernmental Risk Pool in at least the applicable coverage limits provided in paragraph 11 of the Master Equity Lease Agreement for Vehicles registered in the State of Texas. Lessor cannot be named as an additional insured for this insurance, but will be given similar protection by an indemnification under contract endorsement.

Section 11(b) of the Master Equity Lease Agreement is amended to read as follows:

Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within thirty (30) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

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

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

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon five (5) days prior written notice to Lessee during the Term and for this purpose. Lessee agrees to coordinate such inspection of any Vehicle with Servicer at a mutually agreeable location outside of Lessee's secured premises. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request as part of the credit review process, provided that Lessee agrees to provide only those financial statements and other financial information that Lessee maintains is publicly available.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

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

Upon the occurrence of any Event of Default, Lessor, shall provide written notice of Event of Default to Lessee. Lessee shall have thirty (30) days (exclusive of Section 11, Insurance) upon receipt of notice to cure the Event of Default. Upon expiration of the thirty (30) days without remedy of the Event of Default by the Lessee, Lessor, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor’s independent contractors shall have the right to enter upon any premises with appropriate legal authority such as a writ of sequestration or writ of attachment where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover actual and documented damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee’s default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys’ fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor’s rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee’s rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee’s obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee’s obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination shall not affect Lessee’s obligation to pay any indemnities under this Agreement.

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee’s intent to terminate the Schedule or portion of the Schedule directly related to Lessor’s breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within three (3) business days of receipt of Lessee’s notice, with no penalties or additional charges incurred by Lessee.

Upon completion of Lessee's financial obligations to their lease(s), Lessee may have the option to take ownership of their vehicle. This option may be exercised by the payment of the Reduced Book Value to the Lessor as defined in Section 3 of the Master Lease Agreement (which includes any rents and accounts receivable due). Given agreed-upon depreciation rates, Lessor does not intend for this to be a bargain purchase option. Section 15 of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity except that any non-financial assignment, pledge, or transfer shall be void without the prior express written consent of Lessee. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it, and shall assume all obligations of Lessor under this Agreement. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver by any party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which such party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Each party will promptly notify the other party of any change in the party's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law.

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

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.



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

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

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

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Additional Section 21 is added to the Master Equity Lease Agreement and reads as follows:

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Lessee is a municipal corporation and a home rule city under the laws of the State of Texas. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the City.
- B) The Parties agree that no provision of the Agreement extends the City's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the City of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

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

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

City of Highland Village, Texas (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of September, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Highland Village, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

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

Section 5 of the Maintenance Agreement is amended to read as follows:

EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time, which changes shall not be effective earlier than thirty (30) days prior to EFM delivering written notice of such changes to Lessee. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time, provided however, unless such revocation is because of the failure of Lessee to make timely payments to EFM pursuant to this Agreement, such revocation shall not be earlier than thirty (30) days prior to delivered of written notice by EFM to Lessee of the revocation of Lessee's right to use and possess the EFM Card. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.



Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the thirtieth (30th) day after the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 10 of the Maintenance Agreement is amended to read as follows:

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

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

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

City of Highland Village, Texas (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2021 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of September, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Highland Village, Texas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1, second paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM, which changes shall become effective not earlier than thirty (30) days after delivery of written notice of such changes by EFM to Company. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

Section 2, first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program and effective on or after the 30th day of delivery of written notice of such other amount by EFM to Company. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

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



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

City of Highland Village, Texas (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 21

MEETING DATE: 09/14/2021

**SUBJECT: Status Reports on Current Projects and Discussion on Future
Agenda Items**

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

This item is on the agenda to allow a Councilmember to inquire about a subject of which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

- Receive an Presentation on the Insurance Services Office (ISO) Survey Results



UPCOMING MEETINGS

September 14, 2021	Regular City Council Meeting - 7:00 pm
September 20, 2021	Parks & Recreation Advisory Board Meeting – 6:00 pm
September 21, 2021	Special City Council Meeting – Time TBD
September 21, 2021	Planning & Zoning Commission Meeting – 7:00 pm
September 28, 2021	Regular City Council Meeting - 7:00 pm
October 7, 2021	Zoning Board of Adjustment Meeting - 6:00 pm
October 12, 2021	Regular City Council Meeting - 7:00 pm
October 18, 2021	Parks & Recreation Advisory Board Meeting – 6:00 pm
October 19, 2021	Planning & Zoning Commission Meeting – 7:00 pm
October 26, 2021	Regular City Council Meeting - 7:00 pm
November 4, 2021	Zoning Board of Adjustment Meeting - 6:00 pm
November 9, 2021	Regular City Council Meeting - 7:00 pm
November 15, 2021	Parks & Recreation Advisory Board Meeting – 6:00 pm
November 16, 2021	Planning & Zoning Commission Meeting – 7:00 pm
November 23, 2021	Regular City Council Meeting - 7:00 pm

Note – The Zoning Board of Adjustment, Parks & Recreation Advisory Board, and the Planning & Zoning Commission meetings are held monthly, IF NEEDED. Please visit www.highlandvillage.org or the City Hall bulletin board for the latest meeting additions and updates.

By: Karen McCoy, Executive Assistant – City of Highland Village