

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING
December 19, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION at 5:30 PM
REGULAR SESSION at 7:00 PM

I. CALL TO ORDER

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

- A. Discuss Strategic Plan
- B. Discuss Texas Raceway operations
- C. Discuss purposed mixed use development
- D. Discuss vehicle lease program
- E. Discussion of items on regular agenda

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

VII. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council, provided that an official 'Speaker's Request Form' has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Mayor and Council, rather than individual council members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action or discussion can be taken on these items.

VIII. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

- A. Updates from City Council
- B. Updates from the Mayor
- C. Updates from the City Manager

IX. MONITORING INFORMATION

- A. Monthly Financials - November 2016
- B. Executive Limitations
- C. Ends Review - Balanced Scorecard

X. REQUIRED APPROVAL ITEMS (CONSENT)

All matters listed under incidental items (consent) have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

- A. Consider approval of minutes from November 21, 2016 regular meeting
- B. Consider approval to participate in TIPS/TAPS Purchasing Program
- C. Consider approval of the 2017 Interlocal Agreement for Rabies Control with the City of Fort Worth
- D. Consider a resolution approving the appointment of two police reserve officers.

XI. DECISION ITEMS

A. **CASE # PZ 16-16** to hold a public hearing and consider approval of Ordinance 619 regarding an amendment to the Unified Development Code, as adopted by Ordinance 605, to amend the schedule of uses in Article 7, Employment Center Districts, to allow hotel / motel as a permitted use in the Employment District Office and Service (EC-2) district and the following uses with a conditional use permit in Employment Center Commercial (EC-1) and Employment District Office and Service (EC-2) districts: Restaurant with drive-through; Wind energy turbine; Solar energy equipment; General office and services, bank/financial services with drive-through; General offices and services- with a drive-through; Vehicle repair, minor; Vehicle sales and rental: automobiles, light trucks, boats, and to amend Article 22 Review Procedure and Requirements by eliminating Section 22.9.C.2.b., and to amend Article 26 Subdivision Review, Section 26.13 Construction Plans and Installation of Improvements.

- 1. Staff presentation
- 2. Public hearing
- 3. Staff response and summary
- 4. Action by the City Council

B. Consider approval of contracts with Enterprise Fleet Management, Inc. for citywide fleet maintenance

XII. EXECUTIVE SESSION

A. The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and legal issues regarding litigation, settlement offers, and/or claims regarding the following matters:

1. Keith Kidwill vs The City of Kennedale, Texas

The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

1. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 532 Trent Street

The Kennedale City Council will meet in closed session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business project with whom the city is conducting economic development negotiations.

1. Discuss a 380 Agreement for Hospitality Project

The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Discuss City Manager

XIII. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

XIV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the December 19, 2016, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Leslie Galloway, City Secretary

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: WORK SESSION - A.

I. Subject:

Discuss Strategic Plan

II. Originated by:

III. Summary:

An identified project funded in the budget was to update the community's strategic plan – Imagine Kennedale 2015. The staff recommends the engagement of Shai Roos, with Stantec. Shai Roos has facilitated and helped communities prepare strategic plans and is familiar with Kennedale, having worked with the Planning Department on several planning ordinances. Shai uses the Strategic Foresight process to help create a cohesive vision to 2025 or about 8 years, and up to 10 common themes based on future trends in governance, demographics, resources, and technology, rather than projecting the past. The process would begin February 4th and involve at least 40 stakeholders that cover younger students (11-15), high school students (16-18), young adults (19-25), parents (25-55), grandparents (55 +), large land owners, renters, home owners, business owners (small and large), developers, real estate agents, community organization members, and representatives on the boards and commissions.

The process will involve three full Saturdays and will divide the participants to ensure a full examination and consideration of issues. The process will include trends, games, scenarios, and identification of common themes, and will develop strategic plan policies and actions. Stantec will also submit a final Strategic Plan Report.

If council agrees with the discussion and direction, staff will execute a contract. Shai Roos will be present to discuss the process.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: WORK SESSION - B.

I. Subject:

Discuss Texas Raceway operations

II. Originated by:

Bob Hart

III. Summary:

Texas Raceway operations are required to close racing effective October 31, 2016 under the current development agreement. Because Kennedale Speedway Park is still operating, Texas Raceway request permission to conduct races one day per month generally on the second or third Saturday of the month beginning March 2017. Texas Raceway has indicated when Kennedale Speedway Park closes, Texas Raceway will then cease their races as well.

This item has been placed on the agenda to discuss whether to amend the agreement for this arrangement.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: WORK SESSION - C.

I. Subject:

Discuss purposed mixed use development

II. Originated by:

Bob Hart

III. Summary:

The City Council was asked in early 2016 by O&M Housing, to consider a resolution to support tax credit housing at Kennedale-Sublett and the Parkway. At the time, City Council determined to table the item and indicated they would discuss the development at a later date.

O&M Housing's options with landowners is about to expire. O&M Housing is interested in renewing these options for future development in order to resubmit a resolution for consideration in early 2017.

This item has been placed on the agenda for City Council discussion of this potential project. O&M Housing has a short presentation, which includes a redesign of the project to meet the Comprehensive Development Plan (Village District) and Council's desire for mixed use development.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: WORK SESSION - D.

I. Subject:

Discuss vehicle lease program

II. Originated by:

III. Summary:

Staff has continued to examine alternatives for the financing and maintenance of vehicles consistent with the asset management plan and the philosophy of an internal serviced fund for vehicle replacement. The budget was initially prepared with the recommendation to replace vehicles with a capital lease program. Further investigation has caused staff to recommend the city contract with Enterprise Fleet Management to finance, purchase, partially maintain the city's fleet. Staff believes this can be accomplished with a savings to the approach identified in the budget. Jennifer Bertram, Senior Account Executive will be present in the work session to discuss the proposed program. This has also been placed on the agenda for consideration and approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Fleet Proposal Synopsis	Fleet Proposal Synopsis.pdf
----	-------------------------	-----------------------------



FLEET MANAGEMENT

Enterprise Fleet Management, Inc.
Enterprise Fleet Management
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Jennifer Bertram
Senior Account Executive
1420 W. Mockingbird Lane, Ste. 640.
Dallas, TX 75247
469-358-4304 Cell
866-599-4639 Fax
Jennifer.I.bertram@efleets.com

Situation

- **Current fleet age is negatively impacting the overall budget and fleet operations**
 - **45%** of the light and medium duty fleet is currently 8 years or older
 - **23%** of the light and medium duty fleet is currently 10 years or older
 - **7.9 years** is the current average age of the fleet
 - Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

Objectives

- **Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of \$227,473 in 10 years**
 - Shorten the current vehicle life cycle from 12 years to 5 years
 - Provide a lower sustainable fleet cost that is predictable year over year
 - Free up more than \$14,800 in capital from the salvage of 9 vehicles in the first year
 - Significantly reduce Maintenance to an average monthly cost of \$46.72 vs. current \$170 equaling up to \$62,208 in savings the first year by replacing vehicles more often
 - Reduce the overall fuel spend through more fuel efficient vehicles
 - Leverage an open-ended lease to maximize cash flow opportunities and recognize equity. Difference of approximately \$30,000/year in cash flow.

History of Partnership

Enterprise clientele includes Texas cities such as:

- Waxahachie, Beaumont, Alvin, Nassau Bay, Vidor, San Marcos, Fredericksburg, La Marque, Elgin, Orange etc.
- **Piggyback The T.I.P.S awarded RFP #2072513 that addresses the following:**
 - Access to all fleet management services as applicable to the needs of the city
 - Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

Asset Management Plan

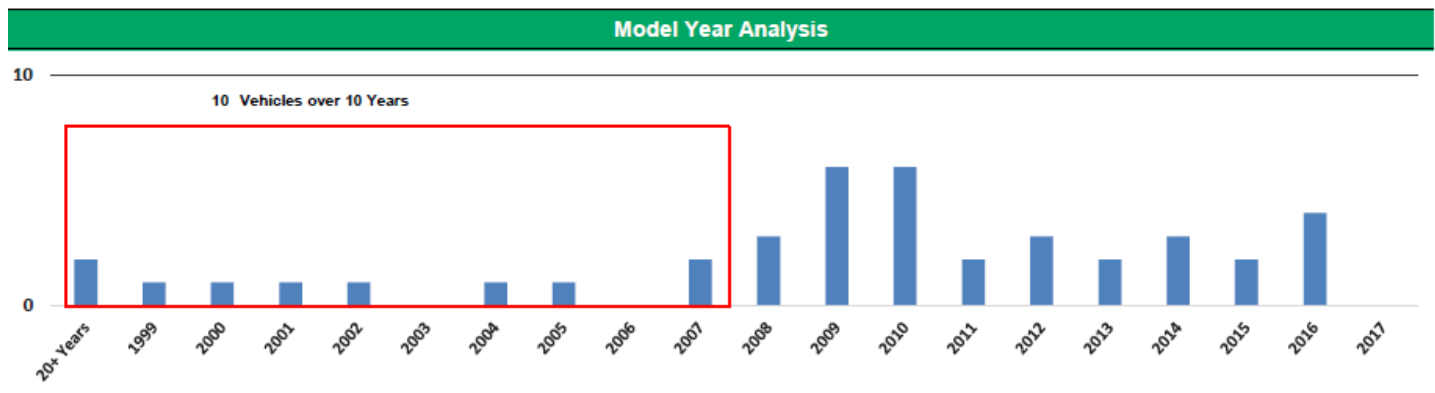
The city received an overall rating of 'C+' for its vehicles class, calculated from the Condition vs. Performance and the Funding vs. Need ratings.

- **Recommendations from the report**

- As field condition information becomes available in time, the data should be loaded into the Citywide system in order to increasingly have a more accurate picture of current asset performance age and, therefore, future replacement requirements.
- An appropriate percentage of asset replacement value should be used for operations and maintenance activities on an annual basis. This should be determined through a detailed analysis of O & M activities and be added to future AMP reporting
- The Infrastructure Report Card should be updated on an annual basis.

- **Solutions**

- The programs we will have in place will capture all the fleet expenditures and consolidate the information on your online dashboard to help analyze and evaluate the fleet
- Your Account Manager will have several meeting throughout the year which include an Annual Client Review to compare cost savings year-over-year. This will allow you to easily update the Infrastructure Report Card.



Recommendations

Replacement Criteria

Fiscal Year 2017 = Vehicles Already Scheduled to be replaced

Fiscal Year 2018 = 8 years old and older, or odometer over 88,500

Fiscal Year 2019 = 6 years old and older, or odometer over 77,000

Fiscal Year 2020 = 4 years old and older, or odometer over 65,000

Fiscal Year 2021 = Remaining Vehicles

Fleet Profile

Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2017	2018	2019	2020	2021	Under-Utilized
Full-size Sedan	2	7.9	15,000	0	2	0	0	0	0
Full-size Van-Passenger	2	23.7	7,500	1	0	0	0	0	1
Mid Size SUV 4x2	1	6.9	7,500	2	0	1	0	0	0
Full Size SUV 4x2	12	5.1	18,500	3	0	2	3	4	0
Full Size SUV 4x4	1	6.9	7,500	0	0	1	0	0	0
1/2 Ton Pickup Reg 4x2	3	11.0	7,500	1	2	0	0	0	0
1/2 Ton Pickup Ext 4x2	1	9.0	7,500	0	1	0	0	0	0
1/2 Ton Pickup Quad 4x2	3	10.3	10,000	0	0	2	0	0	0
1/2 Ton Pickup Quad 4x4	3	1.3	7,500	0	0	0	0	3	0
3/4 Ton Pickup Reg 4x2	5	10.8	9,000	1	2	2	0	0	0
1 Ton Pickup Quad 4x2	5	6.0	7,500	1	1	0	2	1	0
1 1/2 Ton Cab Chassis	2	7.4	7,500	0	0	1	0	1	0
Med Duty Cab Chassis	1	12.0	7,500	0	1	0	0	0	0
Totals/Averages	41	7.9	11,500	9	9	9	5	9	1

Analysis



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: WORK SESSION - E.

I. Subject:

Discussion of items on regular agenda

II. Originated by:

III. Summary:

Discussion of items on regular agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from City Council

II. Originated by:

City Council, City Council

III. Summary:

Updates and information from Council members .

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the Mayor

II. Originated by:

III. Summary:

Updates and information from the Mayor.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the City Manager

II. Originated by:

Bob Hart

III. Summary:

Updates and information from City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials - November 2016

II. Originated by:

III. Summary:

Overview of the City's revenues/expenditures for all funds compared to budget and previous year.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	November 2016 Financials	2016_11 Monthly Financials.pdf
----	--------------------------	--------------------------------

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
NOVEMBER**

REVENUE SUMMARY BY FUND

REVENUES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EARNED	% OF CY BUDGET EARNED	BUDGET REMAINING
GENERAL FUND	481,708	6,358,219	6,201,455	6,201,455	270,052	467,783	(54,789)	7.6%	7.5%	(169,169)
OTHER GENERAL FUNDS	65,427	1,563,733	1,656,382	1,656,382	37,267	83,337	512,417	4.2%	5.0%	-
GENERAL FUND	547,136	7,921,953	7,857,837	7,857,837	307,318	551,119	457,628	7.4%	10.3%	(52,563)
GENERAL DEBT SERVICE FUND	136,874	5,083,935	1,370,311	1,370,311	64,879	97,614	43,928	2.7%	7.1%	40,351
WATER/SEWER FUND	564,733	4,554,583	4,991,835	4,991,835	377,445	733,900	589,602	12.4%	14.7%	1,271,153
STORMWATER UTILITY FUND	29,990	245,872	491,826	315,826	21,527	43,058	244,001	12.2%	8.8%	(2,178)
WATER IMPACT FUND	16,654	186,468	68,658	68,658	19	9,830	(96,382)	8.9%	14.3%	(49,885)
SEWER IMPACT FUND	3,403	58,300	28,315	28,315	15	30	(21,687)	5.8%	0.1%	(43,551)
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
WATER/SEWER FUND	614,779	5,045,224	5,580,634	5,404,634	399,006	786,818	715,534	12.6%	29.8%	1,175,539
EDC4B FUND	43,955	627,660	933,227	933,227	11,034	48,935	283,373	6.8%	15.9%	263,733
CAPITAL FUND	7,018	867,991	124,020	124,020	281	1,044	(725,514)	0.8%	0.3%	284,598
SPECIAL REVENUE FUND	0	131,165	151,223	83,630	91,089	-	(185,578)	0.0%	0.0%	(210,607)
TOTAL REVENUES	\$ 1,349,762	\$ 19,677,928	\$ 16,017,252	\$ 15,773,659	\$ 873,607	\$ 1,485,531	\$ 589,371	8.7%	14.8%	\$ 1,501,050

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
GENERAL FUND	954,078	5,949,915	6,489,307	6,489,307	502,970	926,181	308,000	16.0%	14.3%	187,884
CAPITAL REPLACEMENT FUND	-	109,462	673,316	673,316	45,803	45,803	562,641	0.0%	6.8%	58,373
COURT SECURITY FUND	550	2,606	1,152	1,152	-	-	(406)	21.1%	0.0%	(472)
COURT TECHNOLOGY FUND	3,050	3,096	5,555	5,555	-	-	(10,531)	98.5%	0.0%	4,693
STREET IMPROVEMENT FUND	85,479	1,239,524	1,194,893	1,194,893	87,787	368,720	(118,391)	6.9%	30.9%	(136,786)
JUVENILE CASE MANAGER FUND	2,956	11,200	12,680	12,680	899	1,572	1,328	26.4%	12.4%	127
PARK REC/OTHER DONATION FUND	-	-	24,791	24,791	-	-	24,791	0.0%	0.0%	-
TREE REFORESTATION FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
GENERAL FUND	1,046,113	7,315,803	8,401,694	8,401,694	637,458	1,342,276	767,432	13.7%	28.2%	113,819
GENERAL DEBT SERVICE FUND	35,959	5,079,006	1,385,227	1,385,227	-	34,909	21,360	0.7%	2.5%	5,393
WATER/SEWER FUND	590,392	4,002,416	4,829,775	4,829,775	302,663	473,281	248,373	14.8%	9.8%	1,604,251
STORMWATER UTILITY FUND	6,592	220,194	571,157	571,157	5,675	(50,973)	381,950	3.0%	-8.9%	98,318
WATER IMPACT FUND	-	171,200	154,415	154,415	-	-	(16,785)	0.0%	0.0%	-
SEWER IMPACT FUND	-	-	60,000	60,000	-	-	60,000	0.0%	0.0%	-
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
WATER/SEWER FUND	596,984	4,393,810	5,615,347	5,615,347	308,338	422,308	673,538	12.1%	16.1%	1,702,570
EDC4B FUND	106,881	718,004	803,880	803,880	51,418	108,701	57,483	14.3%	21.1%	(1,464)
CAPITAL FUND	76,279	664,987	216,239	216,239	83,630	83,630	(664,005)	8.7%	15.8%	411,662
SPECIAL REVENUE FUND	6,603	254,518	151,222	138,238	-	-	(185,545)	2.0%	0.0%	(215,895)
TOTAL EXPENDITURES	\$ 1,868,819	\$ 18,426,128	\$ 16,573,610	\$ 16,560,626	\$ 1,080,844	\$ 1,991,823	\$ 670,264	11.8%	20.6%	\$ 2,016,085

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
NOVEMBER
EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
CITY MANAGER	41,650	291,224	283,123	283,123	22,164	39,102	(10,455)	14.3%	13.8%	6,776
MAYOR/CITY COUNCIL	7,400	94,108	140,157	140,157	3,173	6,674	51,481	7.9%	4.8%	1,952
CITY SECRETARY	13,073	136,655	160,328	160,328	8,062	13,818	13,166	9.6%	8.6%	(9,538)
MUNICIPAL COURT	16,787	121,408	121,230	121,230	9,369	15,707	(5,456)	13.8%	13.0%	38,386
HUMAN RESOURCES	16,792	119,141	122,616	122,616	-	-	(1,948)	14.1%	0.0%	478
FINANCE	43,699	312,129	296,688	296,688	22,048	39,354	(27,243)	14.0%	13.3%	11,957
POLICE	340,294	2,093,230	2,381,270	2,381,270	248,238	344,227	163,126	0.0%	14.5%	71,287
FIRE	239,216	1,692,949	1,826,031	1,826,031	122,524	216,854	107,917	14.1%	11.9%	69,546
COMMUNITY DEVELOPMENT	52,877	409,154	332,442	332,442	25,636	41,913	(107,038)	12.9%	12.6%	17,367
SENIOR CITIZEN CENTER	6,070	48,148	54,612	54,612	1,056	4,931	535	12.6%	9.0%	7,077
LIBRARY	40,440	251,830	259,591	259,591	19,220	36,354	5,468	16.1%	14.0%	(13,133)
NONDEPARTMENTAL	135,780	379,941	511,218	511,218	12,499	142,190	118,447	35.7%	27.8%	(14,272)
TOTAL EXPENDITURES	\$ 954,078	\$ 5,949,915	\$ 6,489,307	\$ 6,489,307	\$ 493,989	\$ 901,122	\$ 308,000	15.4%	23.4%	\$ 187,884

WATER/SEWER FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
UTILITY BILLING	26,690	1,210,463	1,704,198	1,704,198	19,799	24,857	360,423	2.2%	1.5%	36,281
WATER OPERATIONS	273,606	1,550,842	1,477,946	1,477,946	67,983	133,125	(242,336)	17.6%	9.0%	1,501,235
DEBT	136,920	170,941	511,309	511,309	152,813	152,813	5,837	80.1%	29.9%	(1)
CAPITAL	-	-	301,850	-	-	-	301,850	0.0%	0.0%	-
NONDEPARTMENTAL	153,175	1,070,171	834,472	834,472	62,069	162,486	(177,401)	14.3%	19.5%	66,736
TOTAL EXPENDITURES	\$ 590,392	\$ 4,002,416	\$ 4,829,775	\$ 4,527,925	\$ 302,663	\$ 473,281	\$ 248,373	12.9%	18.6%	\$ 92,426

STREET IMPROVEMENT FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
STREETS	68,965	1,116,146	712,452	712,452	-	80,614	(460,831)	6.2%	11.3%	(86,847)
PARKS MAINTENANCE	16,514	123,378	116,409	116,409	8,239	15,506	(23,591)	13.4%	13.3%	(49,939)
CAPITAL	-	-	366,032	-	-	-	366,032	0.0%	0.0%	-
TOTAL EXPENDITURES	\$ 85,479	\$ 1,239,524	\$ 1,194,893	\$ 828,861	\$ 8,239	\$ 96,119	\$ (118,391)	6.5%	12.0%	\$ 49,960

EDC4B FUNDS	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
ADMINISTRATION	15,962	335,951	270,167	270,167	8,843	21,330	93,701	4.8%	7.9%	(154,336)
DEBT SERVICE	80,536	318,692	323,419	323,419	39,482	73,380	3,526	25.3%	22.7%	1,668
TOWN SHOPPING CENTER	10,383	44,622	120,295	120,295	3,093	13,991	69,811	23.3%	11.6%	4,942
TOWNCENTER REDEVELOPMENT	-	-	90,000	90,000	-	-	-	0.0%	0.0%	90,000
TX LEVERAGE	-	18,739	-	-	-	-	(50,000)	0.0%	0.0%	31,261
TOTAL EXPENDITURES	\$ 106,881	\$ 718,004	\$ 803,880	\$ 803,880	\$ 51,418	\$ 108,701	\$ 117,038	14.8%	21.1%	\$ 8,090



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:
Executive Limitations

II. Originated by:

III. Summary:
Reports are attached for review.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Executive Limitations	Executive Limitations 12.2016.docx
----	-----------------------	------------------------------------

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

Operations are in compliance with the global constraint policy.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: TREATMENT OF CUSTOMERS OF CITY SERVICES

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not:

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

The city backs up files on a daily basis. In order to avoid more common hacking attempts, limitations have been placed on what websites can be accessed.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: TREATMENT OF STAFF

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are unfair, undignified, disorganized, or unclear.

The City Manager will not

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for non-disruptive expression of dissent.

3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

The city maintains current personnel policy and orientation handbook. City operations are in compliance with the treatment of staff policy. Kelly Cooper works well with staff to ensure policies are followed. Succession planning is underway for public works and police.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: EMERGENCY CITY MANAGER SUCCESSION

In order to protect the Council from sudden loss of the City Manager Services, the City Manager shall not permit there to be less than one other person familiar enough with Council and City Manager issues and procedures to be able to maintain organization services.

Kelly Cooper is the most informed of staff members. Rachel Roberts and Dennis Brown are working closely with me on Village Creek. The department heads collectively are aware of on-going activities and projects. The upcoming strategic plan will help in overall coordination. Krystal Crump is providing excellent support insofar as city finances are concerned. Jack Thompson (EDC & Chamber) is familiar with the business development activities.



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:

Ends Review - Balanced Scorecard

II. Originated by:

III. Summary:

Reports are attached for review.

IV. Fiscal Impact Summary:

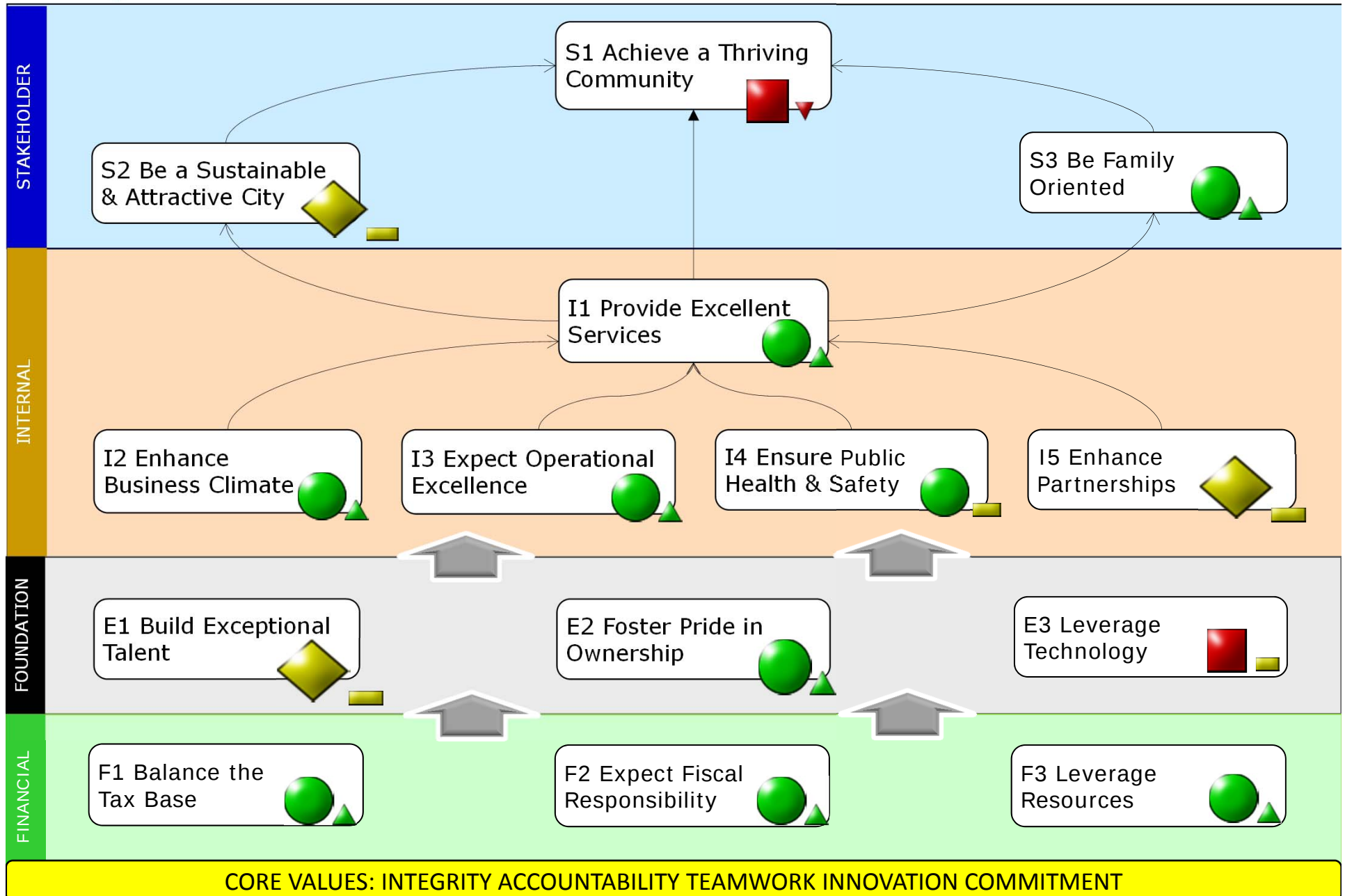
V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Balanced Scorecard November 2016	Balanced Scorecard November 2016.pdf
----	----------------------------------	--------------------------------------





Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - A.

I. Subject:

Consider approval of minutes from November 21, 2016 regular meeting

II. Originated by:

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Meeting Minutes - November 21, 2016	11-21-16.pdf
----	--	--------------

KENNEDALE CITY COUNCIL

MINUTES

REGULAR MEETING

November 21, 2016

CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION - 5:30 PM

REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:34 p.m.

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

A. Discuss the fall/winter City Council scheduled meeting dates

City Manager Bob Hart stated that at the previous meeting there were discussions on what to do regarding the Council meetings scheduled on city holidays in January and February. He added that we will need to have a short meeting in December; however in January and February, we can move the meeting up a week or back a week to accommodate for Martin Luther King Day and President's Day.

Mayor Johnson stated that staff does not get a lot of holidays, so we should not ask them to come in on their days off. He added that raises have been limited, and he feels that if there are other things we can do to make up for that, we should.

Staff provided three options for Council consideration. Bob Hart stated that since we are having the December meeting, Option 2 would be an easy change. Council agreed to go with Option 2, rescheduling the January and February meetings to January 23rd and February 27th.

B. Discuss Communication Plan

Mayor Brian Johnson led a discussion on a future communication plan and provided a handout. He stated that there are ways to improve the city's communication efforts. You measure priorities by how many resources you put into them and we are not putting enough resources into communications. He stated that we are behind the curve for videoing our meetings and uploading them to the public; adding that other cities provide live Facebook Town Hall meetings and Government 101 training. He feels this would cut down on the misinformation within the community; noting that our biggest challenge is revenue.

Mayor Johnson provided each Council member the opportunity to provide their thoughts on this issue. He suggested that the City look at hiring a full or part time (or contract out) a Public Information Officer (PIO).

Councilman Overstreet stated that rather than looking at a full-time person right off the bat, he thinks we should look at a consultant first.

Councilman Walker thinks we should also look at a part time person, in addition to the consultant.

Councilman Fernandez believes that a consultant will just tell us to hire an individual or a firm.

Councilwoman Carrington stated that it's always better to be proactive than reactive.

The Mayor stated that he would like to form a Committee to look at a PIO position, and to see what it would involve. He suggested the Committee consist of staff members and a couple of council members. He added that he would like to move quickly on forming the committee. Bob Hart suggests that at the December 19th meeting we put one or two items on the agenda, and deal with just this issue. Mayor Johnson stated that Council will need to have a recommendation at the December meeting.

C. Discuss participation in a Health Insurance Consortium

Director of Human Resources Kelly Cooper stated that she and Bob Hart met with some Mid-City cities to talk about health insurance; the focus was to put together a coalition to provide buying power. Kelly added that they would like to start with a feasibility study; as the cities are all different sizes and have different types of insurance. She informed Council that five cities participated in the discussions and the study is estimated to cost \$30,000, making the cost to Kennedale \$6,000.

Mike Walker questioned if the study would happen next year. Kelly Cooper replied that it would probably be October 2018 before it would come to fruition. There were extended discussions on the cost of insurance and the possible benefits of a coalition. The Council agreed to participate in the feasibility study.

D. Discussion of items on regular agenda

No items were discussed at this time.

III. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 6:10 p.m.

A. The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and legal issues regarding litigation, settlement offers, and/or claims regarding the following matters:

1. Keith Kidwill vs The City of Kennedale, Texas

The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

1. 108 New Hope Road
2. 821 Corry A. Edwards Drive
3. New Hope Road Bridge Right-of-Way
4. 6727 Hudson Village Creek Road

5. Oak Crest Drive Right-of-Way
6. 532 Trent Street
7. 503 Kennedale Parkway
8. 6705 Oak Crest Drive

IV. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

Mayor Johnson reconvened into open session at 6:59 p.m.
No action required.

V. REGULAR SESSION

Mayor Johnson opened the regular session at 7:02 p.m.

VI. INVOCATION

Pastor Greg Adams from Covenant Life Baptist Church provided the invocation.

VII. ROLL CALL

Present: Frank Fernandez, Brian Johnson , Kelly Turner, Liz Carrington, Charles Overstreet, Michael Walker

Absent: None

VIII. UNITED STATES PLEDGE AND TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

IX. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council, provided that an official 'Speaker's Request Form' has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Mayor and Council, rather than individual council members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action or discussion can be taken on these items.

Terry Clements, 102 Oak Ridge Trail stated that he sent an email to the councilmembers regarding the condition of the fence at the Peachtree Apartments on Sublett Road. He added that he dealt with Code Enforcement on the same issue about fifteen years ago. He said that the fence is in bad shape again and he feels it is a danger to the kids who play in the parking lot. Mr. Clements informed Council that he talked with Code Enforcement about a month ago and has not yet heard back on the matter. He is requesting Council to address this issue.

Ralph Shelton, 1308 Canterbury Court did not speak, but was in favor of PZ Case # 16-14.

X. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

A. Updates from City Council

Liz Carrington informed the group that she attended a meeting at the Arlington Sub-Courthouse as part of the JPS Steering Committee; they discussed how to care for the County's indigent. The Committee is trying to help steer the hospital in the anticipated growth of the Dallas-Fort Worth area.

Kelly Turner stated that this past weekend he was active in the NCTCOG mock scenario emergency preparedness project (the “Big X”). There were more than 300 individuals participated in mock scenarios across forty locations within the Dallas-Fort Worth area. He added that these scenarios’ better prepares cities to work together in case of an emergency situation. He noted that the next step is to fund equipment, in the upcoming budget year, where shortfalls were found.

Mike Walker stated that the Angel Tree project is coming up and is sponsored by the Rotary Club, the Kennedale School District, and the Fire Department. Additionally, he stated that the Rotary Club appreciated the help of the Fire Department getting the flags out for holidays.

Charles Overstreet informed the group that he had attended the National League of Cities Conference in Pittsburgh, Pennsylvania with some very productive meetings and good information.

B. Updates from the Mayor

Mayor Johnson stated that he attended Tarrant Regional Transportation Coalition (TRTC) meeting, where he was appointed the Vice-Chair position. He attended the Southeast Tarrant Transportation Partnership (SETTP) meeting, along with City Manager Bob Hart, Economic Development Corporation board member Rebecca Carlton, and Jack Thompson from the Kennedale Chamber. There was a roundtable discussion regarding the future funding for transportation projects. He also attended the NLC Conference in Pittsburg.

C. Updates from the City Manager

- TCEQ Stormwater Inspection Report
- Parks and Recreation Board (Deaver and Chandler)
- Texas Parks and Wildlife Dept. – Fishery Division

City Manager Bob Hart informed the Council that the city had their initial inspection for the stormwater utility system, and there were no violations. He added that the Parks and Recreation Board met earlier this month and re-elected David Deaver as Board Chair and Mike Chandler as Vice-Chair. Additionally, he stated that they have been working with the Texas Department of Parks and Wildlife in regard to stocking the pond at Sonora Park on a regular basis; and they are being considered as an experimental site for a hatchery.

Keep Kennedale Beautiful City Liaison Kelly Cooper reported on the Bring It event. She stated 90 vehicles came through for the crud cruiser and 34 for the shredder; more than 100 tires were collected; 1.3 tons of brush and other trash was collected; and 6 boxes of prescription drugs were turned in.

Communications Coordinator and City Secretary Leslie Galloway reminded everyone of the annual Christmas tree lighting at TownCenter Park on December 6th, from 5:30 to 8:00 p.m.

XI. MONITORING INFORMATION

A. Executive Limitations

B. Ends Review - Balanced Scorecard

C. Monthly Financials - October 2016

Monitoring information updates are in the agenda packet for review.

XII. REQUIRED APPROVAL ITEMS (CONSENT)

All matters listed under incidental items (consent) have been previously discussed, require little or

no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of minutes from October 17, 2016 regular meeting

B. Approve Schedule of Investment Activity for quarter ending September 30, 2016

C. Consider authorizing the Mayor to execute an Interlocal Agreement with Tarrant County for assistance with ditch maintenance along Dick Price Road and the replacement of a culvert at 5th Street and Kenney Street

D. Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority for Administrative Cost Funding for Section 5310 Program (from 2024 to 2026)

E. Consider extending the Development Agreement with HM Real Estate Management, Ltd. and Cynthia McMillan for two years

Motion To approve all required approval Items on (Consent) agenda. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Liz Carrington.
Motion passed Unanimously

XIII. DECISION ITEMS

A. **CASE # PZ 16-12** Consider approval of Ordinance No. 609 regarding a request by Joe Boston, Jr for SOS Renovations, LLC for a zoning change from "AG" Agricultural to "R-3" Single-family residential for approximately 1.5 acres in the W E Haltom Survey A-731 and described in a deed recorded as D213282537 in the Tarrant County deed records and located at 1115 Border Ln.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

City Planner Rachel Roberts provided the staff presentation stating that this property is located to one side of the high school and all of the zoning districts surrounding this property are for single family residential use: R-1, R-2, and R-3 single family residential, as well as Agricultural. Rachel added that staff recommends splitting the rezoning to R-2 on existing house lot, and the remaining one acre would be zoned R-3. The Planning and Zoning Commission likes the idea of splitting the zoning, but recommended. R-1 and R-2; however, this lot would be nonconforming to R-1. Staff recommends R-2 and R-3.

Joe Boston with SOS Renovations provided the applicant's presentation stating that he has owned the property for three years and would like to improve the area. He intends create four lots within the one acre portion of the property. He noted that there is a residence on the existing half acre lot and he would like it to be R-2, and the acre lot to be R-3.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one present requesting to speak. Mayor Johnson closed the public hearing.

Joe Boston from SOS Renovations was available for questions from Council. There were discussions concerning how the ordinance would be modified, the location and size of the lots,

and the setback requirements.

Motion To approve Ordinance 609 with changes subdividing the half acre to R-2 and the remaining acre to R-3. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Motion passed Unanimously

B. **CASE # PZ 16-13** Public hearing and consideration of Ordinance 617 approval regarding a request by John K. Dancer for change in zoning from R-3 (single family residential) to C-2 (general commercial) for .688 acres at 700 Mansfield Cardinal Rd, legal description of CA Boaz subdivision of JB Renfro, block 13, lots 4-7, Kennedale, Tarrant County, Texas.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

City Planner Rachel Roberts provided the staff presentation stating that the property is actually off of Meadowview and the surrounding land uses are primarily residential and commercial. She noted that there are seven lots, which were platted in 1960; however, only four are being requested for rezoning.

The Planning & Zoning Commission considered this case during their October meeting and held a public hearing during which one resident expressed concern about the request, because the owner does not maintain the property. The owner then addressed the Commission and explained why he hadn't been maintaining the property. The applicant spoke on behalf of his client, P U Tech Spoiler, that the property would be maintained and developed by his client. The resident has no issues as long as the applicant will maintain the property. The Planning and Zoning Commission voted to recommend approval. Staff also recommends approval of the zoning change.

John Dancer, 2000 Dancer Drive Arlington, Texas provided the applicant's presentation stating that this will be nothing but cleanup, fencing and landscape, just as it was when he built it several years ago. He added that they are only looking to expand their business.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one present requesting to speak. Mayor Johnson closed the public hearing.

Motion To approve Ordinance 617 for a change in zoning from R-3 to C-2. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.

Motion passed Unanimously

C. **CASE # PZ 16-14** Public hearing and consideration of a request by Joyce Stanton for replatting of 1399 J R Hawkins Rd., legal description of Falcon Wood Estates Section One, Block 1, Lot 17, Kennedale, Tarrant County, Texas. The replat would create Lots 17R-A and 17 R-B.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

City Planner Rachel Roberts provided the staff presentation stating that the property is a 9-acre property in Falcon Wood Estates. It was originally platted as flood plain and draining; however, it was also designed to leave room for one (1) one-acre pad site for a house outside of the drainage easement and floodplain. Rachel added that an amended plat was approved earlier this year to amend the boundaries of the floodplain drainage easement. Prior to approving the amended plat, the city required the applicant to submit a new floodplain study, which was reviewed by the City's engineers, and they are comfortable recommending approval.

Ralph Shelton, 1308 Canterbury Court Arlington, Texas represented the applicant. He informed Council that David Ward own the property behind the 3.4 acre lot and is interested in purchasing it, and the additional 5-acre lot will be put up for sale. Additionally, he noted that they with the HOA to establish restrictions.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one present requesting to speak. Mayor Johnson closed the public hearing.

Motion To approve a re-plat of Falcon Wood Estates Section One, Block 1, Lot 17.
Action Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.
Motion passed Unanimously

D. **CASE # PZ 16-15** Public hearing and consideration of a request by the Kennedale Economic Development Corporation for re-platting of Block 5, Lots 1-6 and 12-16, Oak Crest Addition, Kennedale, Tarrant County, Texas. The re-plat would create Lots 1R & 6R, Block 5.

1. Staff presentation
2. Public hearing
3. Staff response and summary
4. Action by the City Council

City Planner Rachel Roberts provided the staff presentation stating that the Economic Development Corporation purchased and cleared this property as part of KEDC's economic development program. The next step in their redevelopment efforts for this area is to create one large lot, to facilitate selling and developing the property. The property is currently vacant and the KEDC does not intend to develop it.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one present requesting to speak. Mayor Johnson closed the public hearing.

Motion To approve the re-plat of Block 5, Lots 1-6 and 12-16 of the Oak Crest Addition.
Action Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner.
Motion passed Unanimously

E. Consider approval of Ordinance 618 removing the Statute Maximum for TMRS contributions

Director of Human Resources Kelly Cooper stated that this item is a request to address the statute maximum for TMRS contributions. She informed Council that when the City joined the Texas Municipal Retirement System (TMRS), this maximum was part of the adoption; however, we have been in the program for quite a while and are at 13.49%. In January the percentage will increase to 14.47% and this is what has been budgeted for the FY 16-17 budget. Staff is requesting that Council approve the release of the maximum, so we can reduce benefits to stay under that statute maximum. There were lengthy discussions concerning the TMRS system itself and the climbing rates to fund it. Councilman Fernandez stated that he would like to see other options in the future.

Motion To approve Ordinance 618 removing the Statute Maximum for TMRS contributions.
Action Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet.
Motion passed Unanimously

F. Consider Resolution 502 adopting an amended City of Kennedale Internal Controls & Cash Handling Policy

City Manager Bob Hart stated that this item was deferred from last month's agenda. Staff is requesting a modification to the Cash Handling Policy. The change would allow the city, on a case-by-case basis, to require cashiers to repay shortages to their cash drawer. Bob reminded Council that the issue was raised if it was permissible under the FLSA. He stated that if you take the employee's salary, and require reimbursement, the remaining pay must be equal or greater than minimum wage. Staff does not see this as being an issue here.

Councilman Fernandez asked if the City could be legally challenged on this. City Attorney Wayne Olsen stated that with his research the only legal issues the city could have is the FLSA issues. He added that you have to pay all employees minimum wage; therefore, if someone was at exactly minimum wage and the city required repayment, they would fall below minimum wage and this would be a violation. Another issue is with salaried employees who make \$47,500+ annually (exempt status), the city cannot require those employees to repay shortages. He added that beyond that, it's a council decision.

Motion To approve amended Internal Controls and Cash Handling Policy. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.
Motion passed Unanimously

G. City Council to consider reappointing Harry Browne to the Planning and Zoning Commission (Place 5) and appointing Chris Fuller to the Utility and Infrastructure Board (Place 7)

City Manager Bob Hart stated that this is a follow-up from the last council meeting. Chris Fuller has since completed the process for appointment to the Utility Infrastructure Board; and Harry Browne's name was accidentally omitted from the list for reappointment to the Planning and Zoning Commission.

Motion To reappoint Harry Browne to P&Z, and appoint Chris Fuller to the UIB.
Action Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet.
Motion passed Unanimously

XIV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Kelly Turner, **Seconded By** Liz Carrington.
Motion passed Unanimously

The meeting was adjourned at 7:55 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - B.

I. Subject:

Consider approval to participate in TIPS/TAPS Purchasing Program

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Interlocal Agreement	TIPS Attachments.pdf
----	----------------------	----------------------

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Venedale
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Kennedale
Entity Name

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Krystal Camp
Primary Purchasing Person Name

405 Municipal Dr.
Street Address

Kennedale, Texas 76060
City, State Zip

817-985-2110
Telephone Number

817-483-0720
Fax Number

kcamp@cityofkennedale.com
Primary Person Email Address

Bob Hart
Secondary Person Name

bhart@cityofkennedale.com
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

TIPS BOARD RESOLUTION

STATE OF TEXAS

FOR: THE REGION VIII
EDUCATION SERVICE
CENTER

WHEREAS, the Board of Directors of City of Kennedale, Kennedale, Texas,
(Named Public Agency) (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the
TIPS Purchasing Cooperative offered by Region VIII Education Service Center, and in the
Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated
savings to be realized.

Therefore, be it RESOLVED that the City of Kennedale requests a stated need for
(Named Public Agency)
participation in The Interlocal Purchasing System (TIPS) whereby _____
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection
therewith for and on behalf of City of Kennedale.
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the
City of Kennedale and is filed on record at the TIPS office.
(Named Public Agency)

In witness thereof, I have set my hand and signature this 19 day of December, 20 16.

By: _____
(Authorized Signature)

(Printed Authorized Name)

(Title)

This legal document will remain current on file until either party severs the agreement.



Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - C.

I. Subject:

Consider approval of the 2017 Interlocal Agreement for Rabies Control with the City of Fort Worth

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

This is the annual contract from the City of Fort Worth for the impoundment of seized and stray animals as well as other services.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2017 Rabies Control Contract	2017+Rabies+Control+ILA.pdf
----	------------------------------	-----------------------------

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF KENNEDALE

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as “City”), and the City of Kennedale, Texas, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “Kennedale”).

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the “Act”), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Kennedale wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Kennedale; and

WHEREAS, Kennedale and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.

PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between City and Kennedale whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Kennedale with limited rabies control services in the City of Kennedale, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of Kennedale.

2.
DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean a facility located in Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or 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.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on October 1, 2016 and ending on September 31, 2017. In addition, the term may be extended by mutual written agreement of the parties, for up to three additional (3) one-year terms.

4.
SERVICES BY CITY

- A. Hours
City agrees to perform the services described herein for Kennedale in the City of Kennedale, between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays, with no after hours service provided.
- B. Rabies Response
In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, bite animals which are presented by Kennedale to the City will be handled by the City in accordance with the Act and Texas Administrative Code, §169.33 Submission of Specimens for Laboratory Examination.
- C. Impoundment of Dogs
City will board dogs delivered to the City's Animal Care and Control Center by Kennedale officials pursuant to Section 6.

5.
DUTIES OF KENNEDALE

- A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Paragraph 4 of this Agreement, including criminal enforcement.
- B. Kennedale agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 (C) of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Kennedale further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
IMPOUNDMENT AND DISPOSITION OF ANIMALS

- A. A live, stray dog impounded by the City under this Agreement shall be held for a period of not less than seventy-two 72 hours, unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. A quarantined animal shall be held or presented for testing according to the Act and the Rules. Kennedale shall provide in

writing to the City the date of the bite incident and the animal's date of release from quarantine. Kennedale shall pay charges for impounded dogs as specified in Exhibit "A."

- B. Prior to the expiration of the impoundment period, the City may destroy an impounded dog if the Animal Services Administrator or Animal Control Manager of the City or the Animal Care and Control's veterinarian recommends and approves such action.
- C. Impounded animals will be released to their owners upon:
 - (1) Proof of identification;
 - (2) Payment of Exhibit "B" fees;
 - (3) The animal is vaccinated against rabies at the owner's expense if the animal is a dog or a cat over 12 weeks of age and the owner does not have an unexpired rabies vaccination certificate for the animal.
- D. The ownership of impounded or quarantined animals that have not been released to their owners on the expiration of the impoundment or quarantine period shall lie with Kennedale, and Kennedale authorizes the City to place the animals for adoption, to transfer them to other animal welfare organizations, or to be euthanized at the sole discretion of the City or as required by law. Kennedale specifically requests the City euthanize all animals from Kennedale that are not adopted or transferred.
- E. All quarantined animals from Kennedale not reclaimed by their owner will be disposed of pursuant to Section 6D. above, and Kennedale will be billed for the cost in accordance with the fee schedule.
- F. Kennedale will be billed for all impounded dogs and quarantined animals delivered by or from the Kennedale in accordance with Exhibit "A" below.
- G. The City will impound and hold dogs from Kennedale which have been seized by Kennedale only under Chapters 821 or 822 of the Texas Health and Safety Code. Kennedale agrees to request, pursuant to Chapters 821 and 822, an Appeals Bond to cover the fees estimated to be charged to the Animal Owner under Exhibit "B" and Kennedale agrees to pay the City all fees which would have been charged the Animal Owner in the event the court does not require the Animal Owner to pay the fees or where the Animal Owner is ordered by the court to pay and fails to pay.

7. EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of Kennedale as those terms are defined or used in Title 10 of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.
- B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the

City of Kennedale under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

- C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.
- D. City shall not impound stray animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.

8.

RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Kennedale shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Kennedale becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against Kennedale for losses incurred in the course of City's services rendered to Kennedale under this Agreement.

9.

COMPENSATION

- A. As fair compensation for the services rendered Kennedale agrees to pay City for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Kennedale 120 days
- B. Head and shipment preparation fees shall be as described in Exhibit "A".
- C. Kennedale will not pay City more than **\$55,000.00**, in total per contract year, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the Kennedale with an itemized monthly bill. Kennedale agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Kennedale, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Kennedale for any outstanding balance, regardless of the amount, and Kennedale agrees to promptly pay such bill, within thirty (30) days of receipt.

- D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City shall be paid from revenues available to Kennedale in that current fiscal year.

10.

FEEES CHARGED ANIMAL OWNERS

Kennedale hereby agrees that City may charge, or cause to be charged, the fees set out in “Exhibit B” to the owners of animals that have been impounded or quarantined. “Exhibit B” is hereby incorporated as a part of this Agreement as if it were set forth at length. City is hereby authorized to increase said fees during the terms of this Agreement by giving Kennedale 120 days’ notice. Notwithstanding the fees charged to animal owners, Kennedale shall remain responsible to the City for the fees set out in Exhibit “A.”

11.

LIABILITIES

- A. To the extent permitted by law, Kennedale shall be responsible for all work-related deaths, injuries or diseases of Kennedale employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.
- B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.
- C. Kennedale shall be responsible for all property damages, personal injuries and death caused by the use of City and Kennedale equipment and vehicles caused by Kennedale employees or volunteers pursuant to this Agreement. Furthermore, Kennedale shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Kennedale employees or volunteers during the provision of services hereunder.
- D. City shall be responsible for all property damages, personal injuries and death caused by the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. Furthermore, City shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

12.

IMMUNITY & THIRD PARTIES

- A. Kennedale expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and Kennedale alleging a breach of this Agreement. Kennedale does this as consideration for the City’s offer to enter into this Contract with

Kennedale. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.

- B. Nothing in this Agreement shall be construed to expand the liability of City or Kennedale beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

13.
TERMINATION

It is further agreed by and between City and Kennedale that City and Kennedale shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

14.
ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

15.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Kennedale.

16.
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
AUTHORITY

This Agreement is made for City and Kennedale as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

18.
AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

19.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

20.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either city fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, that City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of the city's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

Remainder of Page Intentionally Blank

**SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND KENNEDALE**

CITY OF FORT WORTH

Fernando Costa
Assistant City Manager

Date: _____

RECOMMENDED

Dr. Timothy Morton
Asst. Code Compliance Director

**APPROVED AS TO FORM
AND LEGALITY**

Melinda Ramos
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary

M&C _____

CITY OF KENNEDALE

By: _____
Title: Mayor or Manager

**APPROVED AS TO FORM
AND LEGALITY**

City Attorney

EXHIBIT A

SCHEDULE OF FEES PAID BY KENNEDALE

Impoundments/Boarding Fee:

Kennedale shall pay the City a flat fee of \$400.00 per dog or quarantine animal delivered to the City by Kennedale officials during the term of this agreement.

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen

\$200.00 per specimen

EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO CITY **BY OWNERS RECLAIMING ANIMALS**

Rabies vaccination fee	\$ 9.00 per reclaimed dog or cat
Spay or neuter fee	\$50.00 per cat \$80.00 per dog
Microchip Fee	\$12.00 per reclaimed dog or cat
Daily board fees:	
Kenneling (dog, cat, small animal)	\$30.00 per day
Kenneling (other than dogs, cats or small animal)	\$30.00 per day
Quarantined animals and dangerous dogs	\$50.00 per day

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - D.

I. Subject:

Consider a Resolution 504 approving the appointment of two police reserve officers.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Chapter 6 Article IV Section 6-84 provides that the chief may appoint a reserve police officer with council approval. The department is requesting the appointment of Ryan Heath and Mike Holguin as reserve officers. Currently there is one reserve officer serving with the department. Heath and Holguin will be the second and third officers appointed if approved by council. The ordinance authorizes up to five reserve officers.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Resolution 504	Resolution 504.pdf
----	----------------	--------------------

RESOLUTION NO. 504

**A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS,
APPROVING THE APPOINTMENT BY THE POLICE CHIEF OF
MEMBERS OF THE POLICE RESERVE FORCE AS REQUIRED BY
CHAPTER 6: EMERGENCY MANAGEMENT AND SERVICES,
ARTICLE IV POLICE DEPARTMENT, SECTION 6-84: APPOINTMENT,
REMOVAL, AND COMMAND OF RESERVE OFFICERS.**

WHEREAS, in order to protect the health, safety, and welfare of its citizens, the City of Kennedale finds it appropriate to establish a Reserve Police Force, and

WHEREAS, Chapter 6: Emergency Management and Services, Article IV: Police Department, Section 6-84: Appointment, Removal, and Command of Reserve Officers, of the City of Kennedale Code of Ordinances states that appointments to the Police Reserve Force must be confirmed and approved by City Council, and

WHEREAS, Texas Local Government Code, Title 11. Public Safety, Chapter 341. Municipal Law Enforcement Subchapter A. Regular Police Force, Section 341.012 Police Reserve Force requires that an appointment to the reserve force must be approved by the governing body before the person appointed may carry a weapon or otherwise act as a peace officer, and

WHEREAS, the City Council wishes to confirm and approve the following individual to the Police Reserve Force of the City of Kennedale.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS,
DOES HEREBY RESOLVE AS FOLLOWS:**

The following individuals, having been submitted by the Police Chief as meeting all the qualifications as applicants of the Police Reserve Force are appointed as members of the City of Kennedale Reserve Police Force.

Ryan Heath
Michael Holguin

PASSED AND APPROVED by the City Council of the City of Kennedale on this 19th day of December 2016.

Mayor

ATTEST:

Leslie Galloway, City Secretary

Date: December 19, 2016

Agenda Item No: REGULAR ITEMS (A)

I. SUBJECT

CASE # PZ 16-16 to hold a public hearing and consider approval of Ordinance 619 regarding an amendment to the Unified Development Code, as adopted by Ordinance 605.

Note: the full case description is shown on the agenda

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Amend UDC
Applicant	City of Kennedale
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve with one change

BACKGROUND & OVERVIEW

The City adopted the Employment Center regulations in two phases in 2013 and 2014 as part of implementing the comprehensive land use plan. These regulations were then incorporated into the Unified Development Code. When that happened, land uses that were permitted in the original EC regulations were inadvertently prohibited once the UDC was adopted. The same error was made for Old Town regulations, which were adopted in 2015. The attached ordinance would amend the UDC to allow uses intended to be permitted, as well as two minor errors, as described below.

STAFF REVIEW

Description of recommended changes

Employment Center

Attached to this report are excerpts from the Employment Center schedules of uses prior to adoption of the UDC. As you'll see, there are several uses that were intended to be permitted in the Employment Center that were not included in the UDC. The EC regulations are relatively new, and staff has not observed any problems with the permitted uses and therefore would not have

recommended prohibiting them through the UDC. Unfortunately, staff missed this mistake when reviewing the UDC prior to approval. Among the recommended changes to the schedule of uses, it is especially important to allow the hotel/motel land use in sub-district EC-2 is in order to maintain conformity with the Employment Center Master Plan.

Staff original proposed the ordinance allow restaurant with a drive-through as a conditional use in both EC-1 and EC-2 zoning districts. However, since the city has existing restaurants with a drive-through in the EC-1 district, which is intended to work with the auto-oriented character of Kennedale Pkwy, staff recommends allowing this use as a permitted use by right in the EC-1 districts.

Old Town

The pre-UDC Old Town district schedule of uses is also included with this report. Changes include permitting 3-family and 4-family dwelling units but prohibiting multi-family units (note: the UDC includes 3-family and 4-family dwellings in the category of multi-family, so these uses are allowed, but so are more intensive multi-family land uses), as well as retail bakeries over 2,000 square feet in the OT-4 sub-district and light manufacturing with a special exception in OT-4. Note that it also adds a land use of Cottage Food Production, which is permitted in any residential zoning district by state law, subject to certain restrictions.

Section 22.9.C.2.b

Staff recommends eliminating Section 22.9.C.2.b. That section concerns sending notice to community groups registered with the city secretary's office, but we don't maintain any such registry.

Section 26.13

Article 26 *Subdivision Review*, Section 26.13 *Construction Plans and Installation of Improvements* says that a developer of a subdivision will schedule a final inspection with the building official, but these inspections are actually scheduled with the public works director. Staff recommends correcting the UDC to reflect actual practice.

STAFF RECOMMENDATION

Staff recommends approval.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission considered this case on its December 15th agenda. The Commission had a thoughtful discussion about whether eliminating Section 22.9.C.2.b would give the impression to the public that the City is eliminating a tool community members have for receiving information. In reality, since the city secretary's office does not maintain a registry of community groups, eliminating this notification requirement does not eliminate any of the ways the city used to communicate with the community; staff is concerned that by leaving in this section of code, we are giving the mistaken impression that this notification option is available to community groups, when in fact, there is no such registry. The Commission was concerned about perception, though, and wanted to remove this part of the ordinance for now until city staff could explore the feasibility of maintaining a registry. With a 4-2 vote, the Commission recommended approval of Ordinance 619 with the removal of Section 3.

Both versions of the ordinance (the original version proposed by staff and the version recommended by the Commission) are attached to this packet.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 619. [If changes/conditions are needed, include them in the motion.]

Deny: Based on the information presented, I find that the request does not meet city requirements and make a motion to deny the request.

ORDINANCE NO. 619

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS BY AMENDING THE SCHEDULE OF USES IN ARTICLE 7, EMPLOYMENT CENTER DISTRICTS, TO ALLOW HOTEL/MOTEL AS A PERMITTED USE IN THE EC-2 DISTRICT AND THE FOLLOWING USES AS A CONDITIONAL USE IN THE EC-1 AND EC-2 DISTRICTS: RESTAURANT WITH DRIVE-THROUGH; WIND ENERGY TURBINE; SOLAR ENERGY EQUIPMENT; GENERAL OFFICES AND SERVICES, BANK/FINANCIAL SERVICES WITH DRIVE-THROUGH FACILITY; GENERAL OFFICES AND SERVICES WITH A DRIVE-THROUGH; VEHICLE REPAIR, MINOR; AND VEHICLE SALES AND RENTAL: AUTOMOBILES, LIGHT TRUCKS, BOATS; AMENDING THE SCHEDULE OF USES IN ARTICLE 4, OLD TOWN DISTRICTS, TO ALLOW DWELLING, 3-FAMILY, AND DWELLING, 4-FAMILY, IN THE OT-2 AND OT-4 DISTRICTS; REMOVING DWELLING, MULTI-FAMILY AS A PERMITTED USE IN THE OT-3 AND OT-4 DISTRICTS; ALLOWING GROUP HOUSING, INDEPENDENT AND ASSISTED LIVING AS A PERMITTED USE IN THE OT-4 DISTRICT AND AS A SPECIAL EXCEPTION USE IN THE OT-2 DISTRICT, ALLOWING BAKERY, RETAIL 2,000 SQUARE FEET OR MORE OF GROSS FLOOR AREA AS A PERMITTED USE IN THE OT-4 DISTRICT, REMOVING TAVERN AS A PERMITTED USE IN THE OT-3 AND OT-4 DISTRICTS; ADDING COTTAGE FOOD PRODUCTION AS A PERMITTED USE IN THE OT-1, OT-2, AND OT-3 DISTRICTS; AND ALLOWING MANUFACTURING, PROCESSING AND PACKAGING AND MANUFACTURING, PROCESSING AND PACKAGING-LIGHT, AND ASSOCIATED RETAIL SALES AS A SPECIAL EXCEPTION USE IN THE OT-4 DISTRICT; AND ALLOWING MACHINE SHOP AS A SPECIAL EXCEPTION IN THE OT-2 AND OT-4 DISTRICTS; AMENDING ARTICLE 22, GENERAL PROCEDURES AND AMENDMENTS, BY ELIMINATING SECTION 22.9.C.2.B.; AMENDING ARTICLE 26, SUBDIVISION REVIEW, SECTION 26.13, CONSTRUCTION PLANS AND INSTALLATION OF IMPROVEMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted a Unified Development Code that regulates the location and use of buildings, other structures and land for business,

industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City of Kennedale; and

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to amend the Unified Development Code as provided in this ordinance; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on December 15, 2016, and the City Council of the City of Kennedale, Texas held a public hearing on December 19, 2016, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, Section 22 of the Unified Development Code, and all other laws dealing with notice, publication, and procedural requirements for amending the Unified Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, THAT:

SECTION 1.

Table 7.2, "Schedule of Uses," of Article 7, "Employment Center Districts," of the Unified Development Code of the City of Kennedale, Texas, as amended, is amended to read as shown in Exhibit "A" attached hereto and incorporated herein.

SECTION 2.

Table 4.2, "Schedule of Uses," of Article 4, "Old Town Districts" of the Unified Development Code of the City of Kennedale, Texas, as amended, is amended to read as shown in Exhibit "B" attached hereto and incorporated herein.

SECTION 3.

Article 22, "General Procedures and Amendments," of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended by repealing Section 22.9.C.2.b.

SECTION 4.

Section 26.13.E of Article 26, "Subdivision Review," of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended to read as follows:

E. Final Walk-Through and Construction Debris. The developer of a subdivision shall arrange for a final walk-through inspection with the Director of Public Works. No cut trees, timber, debris, rocks, stones, junk, rubbish, or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of completion of public facilities. Removal of all debris and waste shall be required prior to approval and acceptance of all public improvements and prior to the issuance of any building permit or certificate of occupancy.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Unified Development Code of the City of Kennedale, Texas (2016), except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6.

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

SECTION 7.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, the penalty clause, the publication clause, and the effective date clause of this ordinance as provided by Section 3.10 of the Charter of the City of Kennedale.

SECTION 10.

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

PASSED AND APPROVED ON THIS 19th DAY OF DECEMBER, 2016.

MAYOR

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ORDINANCE NO. 619

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS BY AMENDING THE SCHEDULE OF USES IN ARTICLE 7, EMPLOYMENT CENTER DISTRICTS, TO ALLOW HOTEL/MOTEL AS A PERMITTED USE IN THE EC-2 DISTRICT AND THE FOLLOWING USES AS A CONDITIONAL USE IN THE EC-1 AND EC-2 DISTRICTS: RESTAURANT WITH DRIVE-THROUGH; WIND ENERGY TURBINE; SOLAR ENERGY EQUIPMENT; GENERAL OFFICES AND SERVICES, BANK/FINANCIAL SERVICES WITH DRIVE-THROUGH FACILITY; GENERAL OFFICES AND SERVICES WITH A DRIVE-THROUGH; VEHICLE REPAIR, MINOR; AND VEHICLE SALES AND RENTAL: AUTOMOBILES, LIGHT TRUCKS, BOATS; AMENDING THE SCHEDULE OF USES IN ARTICLE 4, OLD TOWN DISTRICTS, TO ALLOW DWELLING, 3-FAMILY, AND DWELLING, 4-FAMILY, IN THE OT-2 AND OT-4 DISTRICTS; REMOVING DWELLING, MULTI-FAMILY AS A PERMITTED USE IN THE OT-3 AND OT-4 DISTRICTS; ALLOWING GROUP HOUSING, INDEPENDENT AND ASSISTED LIVING AS A PERMITTED USE IN THE OT-4 DISTRICT AND AS A SPECIAL EXCEPTION USE IN THE OT-2 DISTRICT, ALLOWING BAKERY, RETAIL 2,000 SQUARE FEET OR MORE OF GROSS FLOOR AREA AS A PERMITTED USE IN THE OT-4 DISTRICT, REMOVING TAVERN AS A PERMITTED USE IN THE OT-3 AND OT-4 DISTRICTS; ADDING COTTAGE FOOD PRODUCTION AS A PERMITTED USE IN THE OT-1, OT-2, AND OT-3 DISTRICTS; AND ALLOWING MANUFACTURING, PROCESSING AND PACKAGING AND MANUFACTURING, PROCESSING AND PACKAGING-LIGHT, AND ASSOCIATED RETAIL SALES AS A SPECIAL EXCEPTION USE IN THE OT-4 DISTRICT; AND ALLOWING MACHINE SHOP AS A SPECIAL EXCEPTION IN THE OT-2 AND OT-4 DISTRICTS; AMENDING ARTICLE 26, SUBDIVISION REVIEW, SECTION 26.13, CONSTRUCTION PLANS AND INSTALLATION OF IMPROVEMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted a Unified Development Code that regulates the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health,

safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City of Kennedale; and

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to amend the Unified Development Code as provided in this ordinance; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on December 15, 2016, and the City Council of the City of Kennedale, Texas held a public hearing on December 19, 2016, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, Section 22 of the Unified Development Code, and all other laws dealing with notice, publication, and procedural requirements for amending the Unified Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, THAT:

SECTION 1.

Table 7.2, "Schedule of Uses," of Article 7, "Employment Center Districts," of the Unified Development Code of the City of Kennedale, Texas, as amended, is amended to read as shown in Exhibit "A" attached hereto and incorporated herein.

SECTION 2.

Table 4.2, "Schedule of Uses," of Article 4, "Old Town Districts" of the Unified Development Code of the City of Kennedale, Texas, as amended, is amended to read as shown in Exhibit "B" attached hereto and incorporated herein.

SECTION 3.

Section 26.13.E of Article 26, "Subdivision Review," of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended to read as follows:

E. Final Walk-Through and Construction Debris. The developer of a subdivision shall arrange for a final walk-through inspection with the Director of Public Works. No cut trees, timber, debris, rocks, stones, junk, rubbish, or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of completion of public facilities. Removal of all debris and waste shall be required prior to

approval and acceptance of all public improvements and prior to the issuance of any building permit or certificate of occupancy.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Unified Development Code of the City of Kennedale, Texas (2016), except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 5.

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

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, the penalty clause, the publication clause, and the effective date clause of this ordinance as provided by Section 3.10 of the Charter of the City of Kennedale.

SECTION 9.

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

PASSED AND APPROVED ON THIS 19th DAY OF DECEMBER, 2016.

MAYOR

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Table 7.2 Schedule of Uses: Employment Center Districts

Use	EC 1	EC 2	EC 3	Other
Accessory Uses				
Accessory buildings				11.2
Garage sales				11.10
Holiday tree and firewood sales				11.17
Home occupation	P	P		11.18
Outdoor display, accessory retail sales	P	P		11.23
Outdoor display, temporary accessory retail sales				11.24
Outdoor storage, commercial and industrial				11.25
Residential sales				11.30
Solar energy equipment	C	C		11.37
Accommodations, Hospitality, Entertainment				
Banquet hall				
Bed and breakfast				
Hotel/motel		P		
Micro-brewery				
Micro-winery with vineyard				
Micro-winery without vineyard				
Nightclub or dance hall				
Private club				
Recreation facility, campground				
Recreation facility, commercial indoor				
Recreation facility, commercial indoor, amusement machine establishment	P			11.26
Recreation facility, commercial indoor- pool or billiards hall	P			
Recreation facility, commercial indoor- gun shooting range	P			11.27
Recreation facility, commercial indoor- paintball or other survival games	P			
Recreation facility, commercial outdoor				11.28
Recreation facility, commercial outdoor- paintball or other survival games				11.28
Recreation facility, community-based				
Recreation facility, driving range				
Recreation facility, golf course				
Recreation facility, recreational vehicle park				11.29
Recreation facility, rodeo ground and arena				
Recreation facility, vehicular racing facility				
Restaurant	P	P		
Restaurant with drive-through	P	C		11.31
Restaurant with micro-brewery or micro-winery	P	P		
Restaurant with outdoor dining or service	P	P		
Tavern	P	P		
Theater, movie, indoor	P	S		
Agricultural				
Agricultural operation or farm				11.3
Agribusiness and feed store (without animal sales)				
Agribusiness and feed store (with animal sales)				
Agritourism				
Farmers market				

Table 7.2 Schedule of Uses: Employment Center Districts				
Use	EC 1	EC 2	EC 3	Other
Greenhouse and nursery, commercial				11.15
Keeping of animals, hobby farm				
Roadside (produce) stand				11.32
Stables, private				
Stables, public/commercial				
Winery, with vineyard				
Industrial				
Impound vehicle storage facility				11.19
Landfill				
Manufacturing, processing and packaging- light				11.20
Manufacturing, processing and packaging- light, and associate retail sales				11.20
Manufacturing, processing and packaging- heavy				11.20
Mining and mineral extraction operation				11.22
Outdoor storage, commercial and industrial				11.25
Salvage operations				11.33
Warehousing				
Wholesale and distribution				
Mini-warehouse/self-storage				
Winery, without vineyard				
Infrastructure, Transportation, Communications				
Airport				11.5
Airstrip				11.5
Bus terminal				
Essential services				11.9
Drilling and production of oil and gas				11.7
Freight terminal, railroad				
Freight terminal, trucking				
Gathering and compression station				11.7
Helicopter landing pad				11.5
Infrastructure and utilities- regional				
Parking facility, public or commercial				
Satellite transmission antenna				11.34
Waste management facility				
Waste management facility- transfer station				
Wind energy turbine	C	C		11.41
Wireless communication facilities				11.42
Institutional/Civic				
Cemetery				
Community oriented cultural facility	P	P		
Community public safety- fire	P	P		
Community public safety- police	P	P		
Community public safety- prison or penitentiary				
Governmental facility	P	P		
Meeting facility	P	P		
Parks, playgrounds, outdoor recreation	P	P	P	
Place of worship	P	P	P	
School, college or university	P	P		

Table 7.2 Schedule of Uses: Employment Center Districts

Use	EC 1	EC 2	EC 3	Other
School, elementary, middle, high school	P	P		
School, nursery or kindergarten	P	P		
School, specialized/training	P	P		
Offices and Services				
Animal services, animal clinic/hospital	P	P		11.4
Animal services, commercial kennel				11.4
Animal services, shelter or rescue				11.4
Body branding, piercing and tattoo facility				
Child care center	P	P		11.6
Crematorium				
General offices and services, alternative financial establishments				11.11
General offices and services, bank/financial services -- with drive-through	P C	P C		
General offices and services, bail bond establishment				11.12
General offices and services- business services	P	P		
General offices and services- business support services	P	P		
General Offices & Services- Construction and Building Services, indoor storage				
General Offices & Services- Construction and Building Services, outdoor storage				11.25
General offices and services- gunsmith and sales				
General offices and services- personal services	P	P		
General offices and services- personal services- funeral home (without crematory services)				
General offices and services- personal services- laundry and dry cleaners	P	P		
General offices and services- professional and administrative services	P	P		
General offices and services- with a drive through facility	C	C		
Medical services, clinics	P	P		
Medical services, medical offices	P	P		
Medical services, hospital	P	P		
Vehicle repair, major				11.39
Vehicle repair, minor	C	C		
Vehicle wash				
Vehicle wash, trucks and heavy equipment				
Residential				
Day care, child day care home				11.6
Day care, group home day care home				11.6
Dwelling, attached accessory				11.8
Dwelling, detached accessory				11.8
Dwelling, multi-family				
Dwelling, multi-family, upper floor	P	P		
Dwelling, single-family				
Dwelling, single-family attached			P	
Dwelling, two-family				

Table 7.2 Schedule of Uses: Employment Center Districts				
Use	EC 1	EC 2	EC 3	Other
Group housing, adult group home				11.16
Group housing, boarding (rooming) house				
Group housing, convalescent or nursing home				
Group housing, fraternity or sorority home				
Group housing, halfway house				
Group housing, independent and assisted living				
Live-work unit	P	P	P	
Manufactured home community				11.21
Retail				
Bakery, retail- under 2,000 square feet of gross floor area				
Bakery, retail- 2,000 square feet or more of gross floor area				
General retail (indoor)	P	P		
General retail (indoor)- over 50,000 gross floor area				11.13
General retail (outdoor)				
General retail, alcohol sales				11.14
General retail (indoor)- auto parts				
General retail (indoor)- pawnshop				11.11
General retail with a drive-through	P	P		
Liquefied petroleum gas (LPG) sales				
Service station				11.35
Vehicle sales and rental: automobiles, light trucks, boats	C	C		11.40
Vehicle sales and rental: heavy equipment/tools, heavy trucks, RVs, manufactured homes				11.40
Other				
Similar uses	P,S C	P,S C	P,S C	2.7
Sexually oriented business				11.36
Temporary construction office	S	S	S	11.38
Temporary sales office	S	S	S	11.38
Temporary use- special function				11.38

Table 4.2 Schedule of Uses: Old Town Districts

Use	OT-1	OT-2	OT-3	OT-4	Other
Accessory Uses					
Accessory buildings	P	P	P	P	11.2
Garage sales	P	P	P	P	11.10
Holiday tree and firewood sales		S	S	S	11.17
Home occupation , including cottage food production*	P	P		P	11.18
Outdoor display, accessory retail sales					11.23
Outdoor display, temporary accessory retail sales			P	P	11.24
Outdoor storage, commercial and industrial					11.25
Residential sales	P	P	P	P	11.30
Solar energy equipment	P	P	P	P	11.37
Accommodations, Hospitality, Entertainment					
Banquet hall			P	P	
Bed and breakfast		P	S	P	
Hotel/motel			P	P	
Micro-brewery		S	S	S	
Micro-winery with vineyard		C		C	
Micro-winery without vineyard		P	P	P	
Nightclub or dance hall					
Private club					
Recreation facility, campground					
Recreation facility, commercial indoor		P	P	P	
Recreation facility, commercial indoor, amusement machine establishment					11.26
Recreation facility, commercial indoor- pool or billiards hall			P	P	
Recreation facility, commercial indoor- gun shooting range				S	11.27
Recreation facility, commercial indoor- paintball or other survival games					
Recreation facility, commercial outdoor					11.28
Recreation facility, commercial outdoor- paintball or other survival games					11.28
Recreation facility, community-based	S	S	S	S	
Recreation facility, driving range					
Recreation facility, golf course					
Recreation facility, recreational vehicle park					11.29
Recreation facility, rodeo ground and arena					
Recreation facility, vehicular racing facility					
Restaurant		P	P	P	
Restaurant with drive-through					11.31
Restaurant with micro-brewery or micro-winery			P	P	
Restaurant with outdoor dining or service		P	P	P	
Tavern			P	P	
Theater, movie, indoor			P	P	
Agricultural					
Agricultural operation or farm					11.3
Agribusiness and feed store (without animal sales)				P	
Agribusiness and feed store (with animal sales)				S	
Agritourism					
Farmers market			P		

*as permitted by state law concerning cottage food production operations

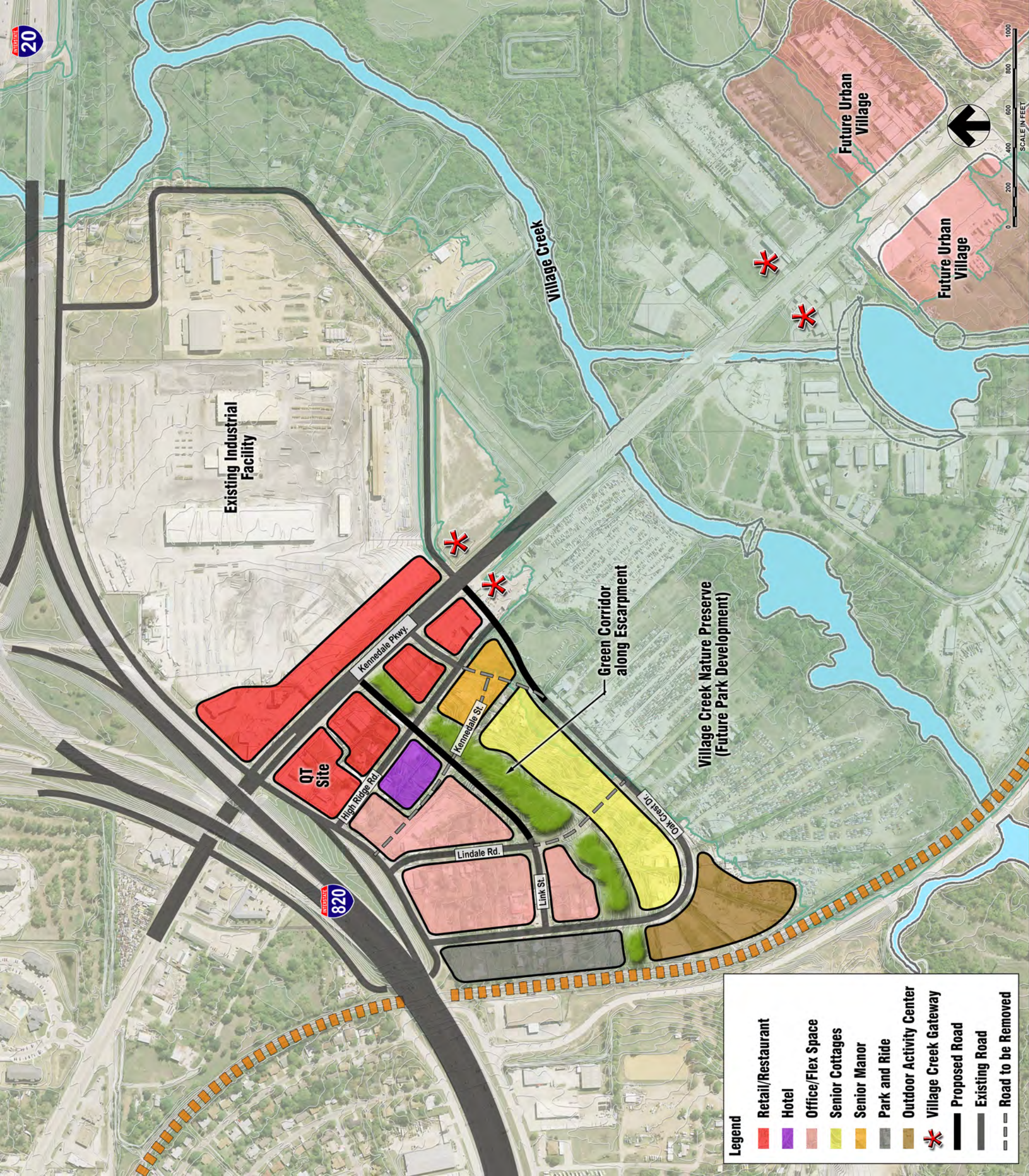
Table 4.2 Schedule of Uses: Old Town Districts

Use	OT-1	OT-2	OT-3	OT-4	Other
Greenhouse and nursery, commercial					11.15
Keeping of animals, hobby farm					
Roadside (produce) stand		P	S	P	11.32
Stables, private	C	C			
Stables, public/commercial					
Winery, with vineyard		C		C	
Industrial					
Impound vehicle storage facility					11.19
Landfill					
Machine Shop		S		S	
Manufacturing, processing and packaging- light				S	11.20
Manufacturing, processing and packaging- light, and associate retail sales				S	11.20
Manufacturing, processing and packaging- heavy					11.20
Mining and mineral extraction operation					11.22
Outdoor storage, commercial and industrial					11.25
Salvage operations					11.33
Warehousing					
Wholesale and distribution					
Mini-warehouse/self-storage					
Winery, without vineyard		P	P	P	
Infrastructure, Transportation, Communications					
Airport					11.5
Airstrip					11.5
Bus terminal				S	
Essential service	P	P	P	P	11.9
Drilling and production of oil and gas	S	S	S	S	11.7
Freight terminal, railroad	S	S	S	S	
Freight terminal, trucking					
Gathering and compression station	S	S	S	S	11.7
Helicopter landing pad					11.5
Infrastructure and utilities- regional	S	S	S	S	
Parking facility, public or commercial			S	S	
Satellite transmission antenna	S	S	S	S	11.34
Waste management facility					
Waste management facility- transfer station					
Wind energy turbine					11.41
Wireless communication facilities	P/S	P/S	P/S	P/S	11.42
Institutional/Civic					
Cemetery	S	S	S	S	
Community oriented cultural facility	S	S	P	S	
Community public safety- fire	S	S	P	P	
Community public safety- police	S	P	P	P	
Community public safety- prison or penitentiary					
Governmental facility	S	S	P	P	
Meeting facility			P	P	
Parks, playgrounds, outdoor recreation	P	P	P	P	
Place of worship	P	P	P	P	
School, college or university	S	S	P	S	
School, elementary, middle, high school	P	P	P	P	
School, nursery or kindergarten	P	P	P	P	

Table 4.2 Schedule of Uses: Old Town Districts

Use	OT-1	OT-2	OT-3	OT-4	Other
School, specialized/training	S	S	P	P	
Offices and Services					
Animal services, animal clinic/hospital		P	P	P	11.4
Animal services, commercial kennel				S	11.4
Animal services, shelter or rescue				S	11.4
Body branding, piercing and tattoo facility		S	P	P	
Child care center		P	P	P	11.6
Crematorium					
General offices and services, alternative financial establishments					11.11
General offices and services, bank/financial services		P	P	P	
General offices and services, bank/financial establishment					11.12
General offices and services- business services		P	P	P	
General offices and services- business support services		P	P	P	
General Offices & Services- construction and building Services, indoor storage	P	P	P		
General Offices & Services- construction and building Services, outdoor storage					11.25
General offices and services- gunsmith and sales		S	S	P	
General offices and services- personal services		P	P	P	
General offices and services- personal services- funeral home (without crematory services)			P	P	
General offices and services- personal services- laundry and dry cleaners		P	P	P	
General offices and services- professional and administrative services		P	P	P	
General offices and services- with a drive through facility					
Medical services, clinics		P	P	P	
Medical services, medical offices		P	P	P	
Medical services, hospital					
Vehicle repair, major				S	11.39
Vehicle repair, minor				P	
Vehicle wash					
Vehicle wash, trucks and heavy equipment					
Residential					
Day care, child day care home	P	P			11.6
Day care, group home day care home					11.6
Dwelling, attached accessory	P	P			11.8
Dwelling, detached accessory	P	P			11.8
Dwelling, multi-family					
Dwelling, multi-family, upper floor			P	P	
Dwelling, single-family	P	P			
Dwelling, single-family attached			P	P	
Dwelling, two-family	P	P			
Dwelling, three-family		P		P	
Dwelling, four-family		P		P	
Group housing, adult group home	P	P		P	11.16
Group housing, boarding (rooming) house		P		P	
Group housing, convalescent or nursing home	S	S	S	P	
Group housing, fraternity or sorority home		P	P	P	
Group housing, halfway house					
Group housing, independent and assisted living		S		P	

Table 4.2 Schedule of Uses: Old Town Districts					
Use	OT-1	OT-2	OT-3	OT-4	Other
Live-work unit		P			
Manufactured home community					11.21
Retail					
Bakery, retail- under 2,000 square feet of gross floor area		P	P	P	
Bakery, retail- 2,000 square feet or more of gross floor area				P	
General retail (indoor)		P	P	P	
General retail (indoor)- over 50,000 square feet of gross floor area			C	C	11.13
General retail (outdoor)					
General retail, alcohol sales		P	P	P	11.14
General retail (indoor)- auto parts		P		P	
General retail (indoor)- pawnshop			S	S	11.11
General retail with a drive-through					
Liquefied petroleum gas (LPG) sales					
Service station			S	S	11.35
Vehicle sales and rental: automobiles, light trucks, boats			P		11.40
Vehicle sales and rental: heavy equipment/tools, heavy trucks, RVs, manufactured homes				S	11.40
Other					
Similar uses	P,S C	P,S C	P,S C	P,S C	2.7
Sexually oriented business					11.36
Temporary construction office					11.38
Temporary sales office					11.38
Temporary use- special function					11.38



SECTION 8. LAND USES

Table 8.1 Schedule of Uses			
Land Use	Character Zone	Corridor Commercial 1 & 2	Green Corridor Sub-District 1
Retail Sales or Service (personal service uses), <u>with no drive through facility</u>		X	NP
Retail Sales or Service (personal service uses), <u>with drive through facility</u> (Excluded from this category are retail sales and service establishments geared towards the automobile)		X/C	NP
Auto-related Sales or Service establishments		X/C	NP
Finance, Insurance, and Real Estate establishments including banks, credit unions, real estate, and property management services, <u>with no drive through facility</u>		X	NP
Finance, Insurance, and Real Estate establishments including banks, credit unions, real estate, and property management services, <u>with drive through facility</u>		X/C	NP
Offices for business, professional, administrative, and technical services such as accountants, architects, lawyers, and other non-medical professionals, etc.		X	NP
Health / Medical Clinics providing outpatient care, including physician offices, dentists, chiropractors, optometrists, etc., <u>with no drive through facility</u> (e.g., for attached pharmacy, glasses pick-up, etc.)		X	NP
Research laboratory headquarters, laboratories and associated facilities		X	NP

Table 8.1 Schedule of Uses			
Character Zone	Corridor Commercial Sub-Districts 1 & 2	Green Corridor Sub-District 1	
Food Service Uses such as full-service restaurants, fast food establishments, cafeterias, bakeries and snack bars with <u>no drive through facilities</u>	X	NP	
Food Service Uses such as full-service restaurants, fast food establishments, cafeterias, bakeries and snack bars <u>with drive through facilities</u>	X/C	NP	
Included in this category is café seating within a public or private sidewalk area with no obstruction of pedestrian circulation. Also included in this category is the sale of alcoholic beverages (with food service).			
Pet and animal sales or service (incl. vet clinic)	X	NP	
Amusement or theme park establishment (indoor) including bowling alleys, bingo parlor, games arcades, skating, etc.	X	NP	
Art galleries	X	NP	
Art, antique, furniture or electronics studio (retail, repair or fabrication; excludes auto electronics sales or service)	X	NP	
Theater, cinema, dance, or music establishment	X	NP	
Museums and other special purpose recreational institutions	X	NP	
Fitness, recreational sports, gym, or athletic club	X	NP	
Parks & open space, trails	X	X	
Business associations and professional membership organizations	X	NP	
Child day care and preschools	X	NP	

Table 8.1 Schedule of Uses			
	Character Zone	Corridor Commercial Sub-Districts 1 & 2	Green Corridor Sub-District 1
Schools, libraries, and community halls		X	NP
Universities and colleges		X	NP
Technical, trade, and specialty schools		X	NP
Hospitals and nursing establishments		X	NP
Civic uses		X	NP
Social and fraternal organizations		X	NP
Social services and philanthropic organizations		X	NP
Public administration uses (including local, state, and federal government uses, public safety, health and human services)		X	NP
Religious Institutions		X	NP
Home Occupations		X/C	NP
Multi-family residential		NP	NP
Ground floor		NP	NP
Upper floors		X/C	NP
Live-work unit		X	NP
Publishing (newspaper, books, periodicals, software)		X	NP
Motion picture and sound recording		X	NP

Table 8.1 Schedule of Uses			
	Character Zone	Corridor Commercial Sub-Districts 1 & 2	Green Corridor Sub-District 1
	Telecommunications and broadcasting (radio, TV, cable, wireless communications, telephone, etc.)	X/C	NP
	Information services and data processing	X	NP
	Hotels	X	NP
	Parking, surface (primary use of property)	NP	NP
	Parking, surface (accessory use of property)	X/C	NP
	Parking, structured	X	NP
	Veterinary clinic	X	NP
	Community garden	X	NP
	Outdoor Display	X/C	NP
	Antennas including cell, accessory, and mounted on top of buildings.	X/C and X/SE	NP
	Wind energy equipment	X/C	NP
	Solar energy equipment	X/C	NP
	Special Event	CUP	CUP

X= Permitted by right
 NP= Not Permitted
 X/C = Permitted with Specific Criteria as established in Table 8.2
 X/SE = Permitted with a Special Exception from the Board of Adjustment
 CUP = Permitted with a Conditional Use Permit from the City Council

8.2 Use Criteria: All uses listed as X/C in Table 8.1 shall also meet the following standards in Table 8.2

Table 8.2 – Use Criteria

Use		District	Location & Design Criteria
Non-Residential Uses			
Retail sales or service (personal service uses) with drive through facilities		Corridor Commercial Sub-Districts 1 & 2	Service windows and stacking lanes for drive-thru businesses shall have a minimized impact on public streets, particularly at corner sites. In cases where site constraints require the location of the drive-thru lanes between the street and the building, the view of the lanes should be minimized with the use of landscaping and other design elements.
Auto-related Sales or Service establishments		Corridor Commercial Sub-Districts 1 & 2	Automobiles or related items for sale shall be located behind the primary structure. Service bays shall not face a public street unless screened. Site design shall provide for safe, comfortable passage for pedestrians across the property where it abuts a public street. Various site design options will be considered by staff, but any design proposal shall insure pedestrians and drivers entering or exiting the site can see each other clearly and in enough time to avoid a crash. Other design options include, but are not limited to, providing a median or other pedestrian refuge for drive approaches 30 feet or wider, providing and maintaining clearly marked crosswalks across driveways or drive approaches, and other means of alerting drivers to the potential presence of pedestrians.
Finance, Insurance, and Real Estate establishments including banks, credit unions, real estate, and property management services <u>with drive through facility</u>		Corridor Commercial Sub-Districts 1 & 2	Service windows and stacking lanes for drive-thru businesses shall have a minimized impact on public streets, particularly at corner sites. In cases where site constraints require the location of the drive-thru lanes between the street and the building, the view of the lanes should be minimized with the use of landscaping and other design elements.
Food Service Uses such as full-service restaurants, fast food establishments, cafeterias, bakeries and snack bars <u>with drive through facilities</u>		Corridor Commercial Sub-Districts 1 & 2	Service windows and stacking lanes for drive-thru businesses shall have a minimized impact on public streets, particularly at corner sites. In cases where site constraints require the location of the drive-thru lanes between the street and the building, the view of the lanes should be minimized with the use of landscaping and other design elements.
Residential Uses			
Home occupations		Corridor Commercial Sub-Districts 1 & 2	Home Occupations are permitted as allowed in Kennedale City Code Section 17-423.
Multi-family residential Upper Floor		Corridor Commercial Sub-Districts 1 & 2	Residential uses may not exceed fifty percent (50%) of the structure's gross floor area.
Other Uses			
Telecommunications and broadcasting (radio, TV, cable, wireless communications, telephone, etc.)		Corridor Commercial Sub-Districts 1 & 2	- Fleet parking and outdoor storage are prohibited. - Radio & television towers, Microwave towers, and telephone exchanges require a special exception from the Board of Adjustment.
Parking, surface (accessory use of		Corridor Commercial Sub-Districts 1 & 2	Parking shall be screened as required by this Code. Commercial parking lots (parking for a fee) are not permitted.

Table 8.2 – Use Criteria

Use		District	Location & Design Criteria
	property)		
	Outdoor Display	Corridor Commercial Sub-Districts 1 & 2	Outdoor display is permitted when in compliance with Section 4-227 of the Kennedale City Code. Outdoor display shall not be used for storage. For the purposes of this Code, “display” means the exhibition of goods, wares, or merchandise for sale. Vehicles, trailers, or boats shall not be displayed outdoors. Items displayed outdoors shall be located within 15 feet of the primary building entrance and shall not exceed more than 20% of the width of the front façade.
	Antennas including cell, accessory, and mounted on top of buildings	Corridor Commercial Sub-Districts 1 & 2	Satellite antennas shall be regulated under Section 17-417 of the Kennedale City Code. Other uses under this category require a special exception from the Board of Adjustment.
	Wind energy equipment	Corridor Commercial Sub-Districts 1 & 2	- Freestanding wind energy equipment shall be considered an accessory building and shall be subject to the requirements for such, together with all other applicable building codes and ordinances, including height limits. Wind energy production/generation shall not be the primary use of any property within the Corridor Commercial Sub-Districts 1 & 2. - Wind energy equipment shall comply with the height requirements and other requirements for accessory buildings as regulated by Kennedale City Code Section 17-405. - Wind energy equipment shall be subject to Chapter 15, Article V of the Kennedale City Code concerning loud noises (nuisances). - All portions of the wind energy system shall be a non-reflective, non-obtrusive color, subject to the approval of the Planning Director. - Wind energy equipment shall not be used for displaying any advertising and shall not be illuminated. - The electrical collection system shall be placed underground within the interior of each parcel. - A building permit and any other permit related to work required to install wind energy equipment shall be obtained prior to installation of any wind energy equipment.
	Solar energy equipment	Corridor Commercial Sub-Districts 1 & 2	- Freestanding solar collectors shall be considered an accessory building and shall be subject to the requirements for such, together with all other applicable building codes and ordinances, including height limits. Solar energy production/generation shall not be the primary use of any property within the Corridor Commercial Sub-Districts 1 & 2. - Structurally attached solar collectors are permitted in the Corridor Commercial Sub-Districts 1 & 2. “Structurally attached solar collector” means solar collectors attached to an existing structure’s roof or wall or serving as a structure’s roof, wall, window or other structural member. Structurally attached solar collectors installed on a building with a sloped roof shall not project vertically above the peak of the roof. Structurally attached solar collectors installed on a building with a flat roof shall not project vertically more than five (5) feet above the roof. - Roof-mounted or structurally attached solar energy systems shall comply with the maximum height requirements in the applicable zoning district. Ground-mounted solar energy equipment shall comply with the height requirements and other requirements for accessory buildings as regulated by Kennedale City Code Section 17-405. - A building permit, electrical permit, or any other permit related to work required to install solar energy equipment shall be obtained prior to installation of any solar energy equipment.
	Special Event	Corridor Commercial Sub-Districts 1 & 2 Green Corridor Sub-District 1	- Special Events require approval from the City Council. Flea markets are prohibited (indoor or outdoor). - Special Events require approval from the City Council. - It shall be unlawful to place or erect any structure, sign, bulletin board, post, pole, or advertising device of any kind whatever, or to attach to any tree, shrub, fence, railing, post within the Green Corridor; provided, however, the city manager, or his designee, may permit in writing the erection of temporary decorations on occasions of public celebrations or holidays.

- a. The owner of the property for which the approval is sought, and all property owners within 200 feet of the subject property, shall be notified of the public hearing by mail.
 - b. ~~Representatives of any neighborhood organizations that have registered with the City Secretary shall be notified if any area within the boundaries of such organization falls within the 200-foot radius area for property owner notice.~~
 - b.c. Mailed notice to property owners shall be required only for the initial presentation of the proposed development at a public hearing. Additional mailed notice in the case of a continuance or other situation where the application is not decided at the initial public hearing shall not be required unless otherwise directed by the city.
 - c.d. The applicant shall be responsible for paying any additional fees for the purposes of re-notifying adjacent property owners if the hearing is deferred or continued at the applicant's request. The Administrator shall be responsible for preparing and mailing additional notices.
 - d.e. If an item scheduled for initial presentation at a public hearing is withdrawn by the applicant without having been presented, then the applicant shall pay any additional fees for the purposes of re-notifying adjacent property owners of the future meeting at which the item will be considered in accordance with this section.
3. Posted Notice. Projects abutting more than one right-of-way may be required to post additional notices and all notices shall include the following information:
- a. Rezoning and Conditional Use Permits. At least one (1) sign erected on the property shall have a total area of at least four (4) square feet. This sign shall, if possible, be located adjacent to a street and in a conspicuous place. The sign shall be erected on or before the first date of the first notice to property owners and shall be removed immediately after final action by the City Council or when the applicant withdraws the request, whichever comes first. The sign shall state the category of request and the telephone number of the city offices from where dates of public hearings and more information about the request may be obtained. The erection or continued maintenance of sign shall not be deemed a condition precedent to the granting of any zoning change or conditional use permit or holding of any public hearing.
 - b. Special Exceptions and Variances. At least one (1) sign erected on the property shall have a total area of at least four (4) square feet. This sign shall, if possible, be located adjacent to a street and in a conspicuous place. The sign should state that a request for a special exception or variance has been made on that particular property and the telephone number of the city offices from where dates of public hearings and more information about the request may be obtained. The sign should be erected prior to the hearing as early as possible and convenient. The erection and continued maintenance of this sign, however, shall not be deemed a condition precedent to the granting of any zoning variance, special exception, or the holding of any public hearing.

- B. *Engineering/Construction Drawings.* When the city has determined that public improvements are required, the applicant, or his engineer, shall submit construction plans for all public improvements along with the final plat for approval by the city. The engineering drawings shall conform to the requirements of the design manual and shall be prepared and sealed by a registered professional engineer, licensed to practice in the state.
- C. *Public Works Construction Permit Required.* Construction shall not start on any street, sidewalk, drainage, utility or public improvement until a public works construction permit and an acceptable two (2) year maintenance bond has been issued for all facilities in the subdivision or the approved phase of the said subdivision.
- D. *Inspection of Proposed Public Facilities.* The Public Works Department shall provide for inspection of required public improvements during construction and insure their satisfactory completion. If the Administrator finds upon inspection that any of the required improvements have not been constructed in accordance with city construction standards and specifications, the applicant shall be notified that building permits will not be issued until all inconsistencies have been corrected. All construction debris or waste shall be removed from all areas of the subdivision prior to the issuance of the letter of acceptance of public improvements by the Public Works Public Works Director
- E. *Final Walk-Through and Construction Debris.* ~~The developer of a subdivision shall arrange for a final walk-through inspection with the building official.~~ No cut trees, timber, debris, rocks, stones, junk, rubbish, or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of completion of public facilities. Removal of all debris and waste shall be required prior to approval and acceptance of all public improvements and prior to the issuance of any building permit or certificate of occupancy.
- F. *Acceptance.*
1. Public improvements shall not be officially accepted until the improvements have been inspected by the city, corrections are made in the field and on the approved infrastructure construction plans, a reproducible copy of the as-built drawings is provided to the Public Works Department, and a warranty is provided to the city.
 2. The Public Works Department shall issue a formal letter of acceptance of public improvement projects, upon completion and approval, which will and authorize the issuance of building permits.
- G. *Warranty.*
1. Public improvements must have a warranty guaranteeing the work against defects for a period of two (2) years from the date of final acceptance of construction.
 2. If public improvements are constructed at different times, then the guarantee shall continue until two (2) years from the date of final acceptance of the improvement last completed.
 3. The warranty shall list the City of Kennedale as a beneficiary.
 4. A warranty surety shall be provided in an amount of 15 percent of the estimated value of the warranted improvement. The surety shall expire six (6) months after the expiration of the warranty period.

Section 26.14 Construction Surety

- A. *Review.* If all development-related improvements and installations are not completed and accepted by the city prior a final plat application submittal, a security instrument shall be posted, in lieu of completion of the work, in an amount of 125 percent of the estimated construction cost of the development related improvements which remain incomplete and with surety and conditions satisfactory to the city, providing for and securing to the city the actual construction and installation of improvements.

SECTION 2.

Section 17-421 of the Zoning Ordinance of the City of Kennedale, Texas, as amended, is hereby amended by replacing the uses permitted in the "OT" Old Town district with the following four sub-districts as follows:

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Residential Uses:				
Single-family dwelling	X	X		
Two-family dwelling	X	X		
Three-family dwelling		X		
Four-family dwelling		X		X
Apartment or multi-family building				
Manufactured home				
Industrialized housing				
Manufactured home park				
Townhouse				X
Condominiums				X
Recreational vehicle park				
Boarding (rooming) house		X		X
Child day care home	X	X		
Group home				
Group day care home				
Halfway house				
Guest house/servants quarters	X	X		
Accessory building	X	X	X	X
Basketball court (private)	X	X	X	X
Tennis court (private)	X	X	X	X
Swimming pool (private)	X	X	X	X
Home occupation (2)	X	X		X
Agricultural/Ranch Uses:				
Farm or ranch				
Farmer's market		CUP	CUP	CUP
Use	OT			

	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Grainery or gin			CUP	CUP
Micro-winery, with vineyard		CUP		CUP
Orchard				
Produce stand		X	S	X
Rodeo ground, arena (public)				
Stable, private	CUP	CUP		
Stable, public				
Vineyard		CUP		CUP
Winery, with vineyard		CUP		CUP
Utility/Solid waste uses:				
Cable TV lines	X	X	X	X
Electric substations	S	S	S	S
Gas regulations/gate station	S	S	S	S
Gathering station	S	S	S	S
Microwave tower	S	S	S	S
Radio & television tower	S	S	S	S
Railroad freight terminal	S	S	S	S
Railroad yard	S	S	S	S
Recycling collection facility				
Refuse transfer station	S	S	S	S
Sewer lift station	X	X	X	X
Telephone exchange	S	S	S	S
Utility poles and lines	X	X	X	X
Utility mains and lines	X	X	X	X
Wastewater treatment plant	S	S	S	S
Water pump station	X	X	X	X
Water storage tank	X	X	X	X
Water treatment plant	S	S	S	S
Water well	S	S	S	S

Use	OT			
	SD-1	SD-2	SD-3	SD-4
	SF residential	SF residential & retail in SF design	Town Center	Mixed Use
Government & Institutional Uses:				
Athletic field or stadium	S	S	S	S
Auditorium or amphitheater	S	S	S	S
Basketball courts (public)	S	S	S	S
Baseball/softball (public)	S	S	S	S
Cemetery or mausoleum	S	S	S	S
Church or rectory	X	X	X	X
College or university	S	S	X	S
Community center	S	S	X	S
Convalescent center	S	S	S	X
Fire station	S	S	X	X
Government office	S	S	X	X
Hospital	S	S	X	X
Library	S	X	X	X
Museum or art gallery	S	X	X	X
Park or playground	X	X	X	X
Police station	S	X	X	X
Post office	S	X	X	X
Prison or penitentiary				
Sanitarium	S	X	S	X
School (nursery or kindergarten)	S	S	X	X
School (trade or business)	S	S	X	X
School (elementary or middle)	S	S	X	X
School (high school)	S	S	X	X
Soccer fields (public)	S	S	S	S
Swimming pool (public)	S	S	S	S
Tennis court (public)	S	S	S	S
Commercial Uses:				
Amusement park (outside)				
Animal shelter				

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Antique shop		X	X	X
Apparel or clothing store		X	X	X
Appliance repair shop		X	X	X
Appliance store (retail)		X	X	X
Arcade			X	X
Art supply store		X	X	X
Athletic or fitness club		X	X	X
Auction		X	X	X
Audio store (retail)		X	X	X
Auto inspection station				X
Auto paint & body shop				S
Auto parts store		X		X
Auto rental				X
Auto repair garage				S
Auto sales lot				
Bakery (retail)		X	X	X
Bank or financial institution ^b		X	X	X
Bed & breakfast accommodations		X	S	X
Barber or beauty shop		X	X	X
Bicycle sales and repair		X	X	X
Boat sales				
Boat storage				
Book store		X	X	X
Bowling alley				S
Brewery		S	S	S
Building materials/lumber yard				
Bus terminal				S
Business office		X	X	X
Cabinet shop		S	S	S
Camera store (retail)		X	X	X

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Car wash			S	S
Carnival or circus			S	S
Carpet store (retail)		X	X	X
Cemetery monument sales		X	X	X
Child care center or facility		X	X	X
Christmas tree sales		S	S	S
Computer store (retail/service)		X	X	X
Contractor yard (outside storage)				
Convenience stores		X	X	X
Dental clinic or office		X	X	X
Department store			CUP	CUP
Electrical sales & service		S	X	X
Electronics store (retail)		X	X	X
Employment agency		X	X	X
Farm implement sales				X
Feed store				X
Feed store with animal sales				S
Firewood sales				S
Florist shop		X	X	X
Flea market (inside)		S	S	S
Flea market (outside)				
Fraternity/sorority lodge		X	X	X
Furrier				
Furniture store (retail)		X	X	X
Game hall		X	X	X
Gift or novelty shop		X	X	X
Golf course				
Golf course, miniature				S
Golf driving range				S
Grocery store		X	X	X

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Gun shooting range (indoor)				S
Gunsmith shop		S	S	X
Hardware store		X	X	X
Heating/AC sales and service		X	X	X
Heavy equipment sales				S
Hobby shop		X	X	X
Hotel or motel			X	X
Impounded vehicle storage facility				
Insurance sales office		X	X	X
Jewelry store		X	X	X
Kennel				S
Laboratory, medical or dental				X
Large retail facility ⁴			CUP	CUP
Laundry or dry cleaners		X	X	X
Lawnmower sales & service			X	X
Leather goods shop (retail)		X	X	X
Lithographic shop		X	X	X
Locksmith shop		X	X	X
Meat, poultry & fish market		X	X	X
Medical clinic or office		X	X	X
Micro-brewery		X	X	X
Micro-winery, without vineyard		X	X	X
Mini-warehouse				
Manufactured home sales lot				
Massage establishment		S	X	X
Mortuary or funeral home			X	X
Motorcycle sales				
Movie theater (drive-in)		S	S	S
Movie theater (indoor)			X	X
Musical instrument store		X	X	X

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Newspaper office		X	X	X
Newsstand			X	X
Nightclub or dance hall			X	X
Office supply store			X	X
Optical clinic or office		X	X	X
Optical dispensary store		X	X	X
Paint sales store(retail)		X	X	X
Paintball sports, survival games		S	S	S
Parking lot (commercial, for fee)			S	S
Pawnshop			S	S
Pet grooming shop		X	X	X
Pet shop		X	X	X
Pharmacy or drug store		X	X	X
Photography studio		X	X	X
Picture framing shop		X	X	X
Plant nursery		X	X	X
Plumbing sales and service		X	X	X
Pool or billiard hall			X	X
Print shop		X	X	X
Private club (serving alcohol)		X	X	X
Professional offices		X	X	X
Racquetball court			S	S
Real estate or leasing office		X	X	X
Recording studio		X	X	X
Recreational vehicle sales				
Recreational vehicle storage				
Rental store		S	S	S
Restaurant or cafe (inside)		X	X	X
Restaurant (drive-in)				
Restaurant (kiosk)		X	X	X

Use	OT			
	SD-1 SF residential	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Retail sales, alcohol		X	X	X
Secondhand store		X	X	X
Service station			S	S
Sexually oriented business				
Shoe or boot store		X	X	X
Sign shop		X	X	X
Skating rink			X	X
Snow cone stand		X	X	X
Sporting goods store			X	X
Tack store				
Tailor or seamstress shop		X	X	X
Tanning salon		X	X	X
Tattoo shop		S	X	X
Taxidermist				
Tire sales, repair, & installation				X
Title & abstract office		X	X	X
Tool & equipment rental		X	X	X
Trailer sales & rental				
Travel agency		X	X	X
Truck rental				
Truck repair				
Truck sales				
Truck wash				
Upholstery shop		X	X	X
Vehicle storage facility				
Vehicular racing facility				
Veterinary clinic		X	X	X
Veterinary hospital				X
Video store		X	X	X
Washateria (self-service)			X	X

Use	OT			
	SD-1	SD-2	SD-3	SD-4
	SF residential	SF residential & retail in SF design	Town Center	Mixed Use
Winery, without vineyard		X	X	X
Industrial Uses:				
Airport				
Ammonia manufacturing				
Amusement complex				
Apparel manufacturing				
Appliance manufacturing				
Artificial limb manufacturing				
Asphalt batching plant				
Bakery, commercial				X
Bleach manufacturing				
Bookbinding & publishing				
Bottling plant				
Box manufacturing				
Brick or tile manufacturing				
Canning operation		S	S	X
Carpet manufacturing				
Chemical storage or manufacturing				
Chlorine manufacturing				
Cold storage plant				
Composite manufacturing				
Composting (commercial)				
Concrete batching plant				
Concrete product casting plant				
Contractor yard (outside storage)				
Creamery		S	S	X
Creosote manufacturing				
Distribution center (small)				
Distribution center (large)				
Distillation plant				

Use	OT			
	SD-1	SD-2 SF residential & retail in SF design	SD-3 Town Center	SD-4 Mixed Use
Dyeing plant				
Electrical components manufacturing				
Electroplating				
Envelope manufacturing				
Explosives manufacturing				
Fertilizer manufacturing				
Fiberglass manufacturing				
Fireworks manufacturing				
Food processing				
Foundry				
Freight terminal, motor				
freight terminal, railroad				
Furniture manufacturing				
Garment manufacturing				
Glass manufacturing				
Glue manufacturing				
Grainery or gin				
Gypsum manufacturing				
Heliport or helistop				
Ice cream plant				
Ice plant				
Incinerator				
Insecticide processing				
Junk yard				
Laundry plant				
Light fabrication plant				
Machine shop			S	X
Marble manufacturing				
Mattress manufacturing				
Meat, poultry & fish processing				
Use	OT			
	SD-1	SD-2	SD-3	SD-4

	SF residential	SF residential & retail in SF design	Town Center	Mixed Use
Metal fabrication				
Metal plating				
Metal stamping and extrusion				
Mining, extraction operation				
Monument works				
Packaging operation				
Paint manufacturing				
Pallet manufacturing				
Paper mill				
Paper products manufacturing				
Pesticide processing				
Petroleum products (wholesale)				
Petroleum refinery or storage				
Pharmaceutical manufacturing				
Planing mill				
Plastic product manufacturing				
Pottery manufacturing				
Recycling processing plant				
Rendering plant				
Rock crushing plant				
Salvage yard				
Smelter plant				
Tanning plant				
Television transmitting station				
Temporary construction office				
Textile manufacturing				
Tire manufacturing				
Tire recapping plant				
Vehicle conversion facility				
Warehouse				
Welding shop			S	S

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Consider approval of contracts with Enterprise Fleet Management, Inc. for citywide fleet maintenance

II. Originated by:

III. Summary:

Staff has continued to examine alternatives for the financing and maintenance of vehicles consistent with the asset management plan and the philosophy of an internal serviced fund for vehicle replacement. The budget was initially prepared with the recommendation to replace vehicles with a capital lease program. Further investigation has caused staff to recommend the city contract with Enterprise Fleet Management to finance, purchase, partially maintain the city's fleet. Staff believes this can be accomplished with a savings to the approach identified in the budget. Jennifer Bertram, Senior Account Executive will be present in the work session to discuss the proposed program. This has also been placed on the agenda for consideration and approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Master Lease Agreement	City of Kennedale Master Govt Equity Lease Agreement.pdf
2.	City Addendum to MLA (based on other cities in Texas contracts)	GP1J - City of Kennedale Addendum to Equity MLA.pdf
3.	Full Maintenance Agreement	City of Kennedale Maintenance Agreement.pdf
4.	City Addendum to the FM Agreement (based on other cities in Texas contracts)	GP1J - City of Kennedale Addendum to FM Agreement.pdf
5.	Maintenance Management Agreement	City of Kennedale Maintenance Management Agreement.pdf
6.	Self-Insurance Addendum	Self Insurance Addendum.pdf
7.	Authorized Signers Certificate	Authorized Signature Certificate.pdf
8.	Award Letter	Award Letter.pdf
9.	2016 Chevy Tahoe - Q#3382721 sign x2 Quantity	2016 Chevy Tahoe - Q#3382721.pdf
10.	2106 Chevy Tahoe - Q#3382697	2016 Chevy Tahoe - Q#3382697.pdf
11.	2016 Ford Explorers - Q#2282724 sign x2 Quantity	2016 Ford Explorer Utility Police Interceptors - Q#2282724.pdf
12.	2017 Chevy Silverado 1500 Q#3383320	2017 Chevy Silverado 1500 Q#3383320.pdf

13.	2017 Chevy Silverado 2500 Q#3383327	2017 Chevy Silverado 2500 Q#3383327.pdf
14.	2017 Chevy Silverado 3500 Q#3383333	2017 Chevy Silverado 3500 Q#3383333.pdf
15.	2015 Chevy Express Passenger Extended Van LT	2015 Chevy Express Passenger Extended Van LT.pdf

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this nineteenth day of December, 2016, 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.

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

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

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

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

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

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

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

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

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

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

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

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

LESSEE: City of Kennedale

LESSOR: Enterprise FM Trust

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

By:
Title:

By:
Title:

Address: 405 Municipal Drive
Kennedale, TX 76060

Address: 1420 W Mockingbird Ln #640
Dallas, TX 75247-4942

Date Signed: _____

Date Signed: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of December, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of December, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Kennedale ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

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

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle.
Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

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

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended, nor shall it be construed by Lessor or any other party, to be a waiver of any sovereign, governmental or other applicable immunity afforded to Lessee pursuant to Texas law.

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

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

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

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

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 of December, 2016.

City of Kennedale (Lessee)

By _____

Title: _____

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

By _____

Title: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this nineteenth day of December, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Kennedale ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the nineteenth day of December, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

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

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

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

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

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

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

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

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

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

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

LESSEE: City of Kennedale

EFM: Enterprise Fleet Management, Inc.

By:
Title:

Address: 405 Municipal Drive
Kennedale, TX 76060

Attention: _____

Facsimile No.: _____

Date Signed: _____, _____

By:
Title:

Address: 1420 W Mockingbird Ln #640
Dallas, TX 75247-4942

Attention: _____

Facsimile No.: _____

Date Signed: _____, _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of December, 2016 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of December, 2016 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Kennedale ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

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).

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 of December, 2016.

City of Kennedale (Lessee)

By _____

Title _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the nineteenth day of December, 2016, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Kennedale (the "Company").

WITNESSETH:

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

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

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

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

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.
4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.
5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
8. **FEES:** EFM will charge the Company for the service under this Agreement \$7 per month per Card, plus a one time set-up fee of \$0.
9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

Company: City of Kennedale

EFM: Enterprise Fleet Management, Inc.

By:
Title:

By:
Title:

Address: 405 Municipal Drive
Kennedale, TX 76060

Address: 1420 W Mockingbird Ln, #640
Dallas, TX 75247-4942

Date Signed: _____, _____

Date Signed: _____, _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the nineteenth day of December, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

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

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

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

LESSEE: City of Kennedale

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

By:
Title:

By: Bryan St. Eve
Title: Director of Fleet Management

Date Signed: _____, _____

Date Signed: _____, _____

Authorized Signature Certificate

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

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal ID #: _____

Date: December 19, 2016



MAYOR BRIAN JOHNSON
405 Municipal Drive
Kennedale, TX 76060
www.cityofkennedale.com/mayor

December 16, 2016

Jennifer Bertram
Enterprise Fleet Management
1420 W. Mockingbird Lane, Ste. 640
Dallas, TX 75234

Dear Jennifer Bertram:

After review and evaluation of the Fleet Management piggybacking TIPS RFP #2072816, City of Kennedale is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of City of Kennedale, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Brian Johnson
Mayor



Open-End (Equity) Lease Rate Quote

Quote No: 3382721

Prepared For: City of Kennedale

Date 12/07/2016

AE/AM J5B

Unit #

Year 2016 Make Chevrolet Model Tahoe

Series Police Vehicle 4x2

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 40,339.99		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 3,785.50	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 36,554.49	Total Capitalized Amount (Delivered Price)
\$ 566.59	Depreciation Reserve @ 1.5500%
\$ 122.98	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 689.57 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 689.57 Total Monthly Rental Including Additional Services

\$ 2,559.09 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

Quantity X 2

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3382721

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
All Police Outfit Equipment and Graphics	C	\$ 7,570.99
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 7,570.99
Aftermarket Equipment Total		\$ 7,570.99

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3382721

VEHICLE INFORMATION:

2016 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 43,710.00	\$ 47,000.00
Total Options	\$ -4,627.35	\$ -5,085.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 40,277.65	\$ 43,110.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -4,627.35	\$ -5,085.00
9C1	Identifier for Police Patrol Vehicle	NC	NC
AG1	Driver 10-Way Power Seat Adjuster	Included	Included
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AQQ	Extended-Range Remote Keyless Entry	Included	Included
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AY0	Air Bags	Included	Included
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included
BG9	Black Rubberized Vinyl Floor Covering	Included	Included
BVE	Black Assist Steps	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GU4	3.08 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IO3	Radio: AM/FM Stereo w/CD Player	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD
LUGDEL	Luggage Rack Delete	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NZZ	Underbody Shield	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00
QAR	Tires: P265/60R17 AS Police V-Rated	STD	STD
RAP	Wheels: 17" x 8" Black Steel Police	STD	STD
STDTM	Cloth Seat Trim	Included	Included
TG5	Single-Slot CD/MP3 Player	Included	Included
U2J	SiriusXM Satellite Radio Delete	Included	Included
UD7	Rear Park Assist w/Audible Warning	Included	Included
UN9	SEO: Radio Suppression Package	Included	Included
UPF	Bluetooth For Phone	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
Z56	Heavy-Duty Police-Rated Suspension	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
Internet Access: OnStar 4G LTE internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer

Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome and metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3382697

Prepared For: City of Kennedale

Date 12/12/2016

AE/AM J5B

Unit #

Year 2016 Make Chevrolet Model Tahoe

Series Police Vehicle 4x2

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 43,085.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 5,158.00	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract
\$ 37,927.00		Total Capitalized Amount (Delivered Price)
\$ 587.87		Depreciation Reserve @ <u>1.5500%</u>
\$ 128.77		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 716.64 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 716.64 Total Monthly Rental Including Additional Services

\$ 2,654.80 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3382697

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
All Police Outfit Equipment and Graphics	C	\$ 10,316.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 10,316.00
Aftermarket Equipment Total		\$ 10,316.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3382697

VEHICLE INFORMATION:

2016 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 43,710.00	\$ 47,000.00
Total Options	\$ -4,627.35	\$ -5,085.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 40,277.65	\$ 43,110.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -4,627.35	\$ -5,085.00
9C1	Identifier for Police Patrol Vehicle	NC	NC
AG1	Driver 10-Way Power Seat Adjuster	Included	Included
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AQQ	Extended-Range Remote Keyless Entry	Included	Included
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AY0	Air Bags	Included	Included
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included
BG9	Black Rubberized Vinyl Floor Covering	Included	Included
BVE	Black Assist Steps	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GU4	3.08 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IO3	Radio: AM/FM Stereo w/CD Player	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD
LUGDEL	Luggage Rack Delete	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NZZ	Underbody Shield	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00
QAR	Tires: P265/60R17 AS Police V-Rated	STD	STD
RAP	Wheels: 17" x 8" Black Steel Police	STD	STD
STDTM	Cloth Seat Trim	Included	Included
TG5	Single-Slot CD/MP3 Player	Included	Included
U2J	SiriusXM Satellite Radio Delete	Included	Included
UD7	Rear Park Assist w/Audible Warning	Included	Included
UN9	SEO: Radio Suppression Package	Included	Included
UPF	Bluetooth For Phone	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
Z56	Heavy-Duty Police-Rated Suspension	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
Internet Access: OnStar 4G LTE internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer

Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome and metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3382724

Prepared For: City of Kennedale

Date 12/07/2016

AE/AM J5B

Unit #

Year 2016 Make Ford Model Utility Police Interceptor

Series Base All-wheel Drive

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 30,942.23		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front

Lic. Plate Type Unknown

GVWR 0

\$ 30,942.23	Total Capitalized Amount (Delivered Price)
\$ 479.60	Depreciation Reserve @ 1.5500%
\$ 101.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 580.74 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 580.74 Total Monthly Rental Including Additional Services

\$ 2,166.23 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

Quantity X 2

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3382724

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
All Police Outfit Equipment and Graphics	C	\$ 4,630.23
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,630.23
Aftermarket Equipment Total		\$ 4,630.23

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3383320

Prepared For: City of Kennedale

Date 12/07/2016

AE/AM J5B

Unit #

Year 2017 Make Chevrolet Model Silverado 1500

Series WT 4x4 Regular Cab 6.6 ft. box 119 in. WB

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 25,549.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White / Chrome Grille Surround

Interior Color (0 I) Dark Ash/Jet Black w/Vinyl Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 25,549.00	Total Capitalized Amount (Delivered Price)
\$ 319.36	Depreciation Reserve @ <u>1.2500%</u>
\$ 93.04	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 412.40 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 34.92 Full Maintenance Program³ Contract Miles 50,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0550 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 34.92 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 447.32 Total Monthly Rental Including Additional Services

\$ 6,387.40 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3383320

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3383320

VEHICLE INFORMATION:

2017 Chevrolet Silverado 1500 WT 4x4 Regular Cab 6.6 ft. box 119 in. WB - US

Series ID: CK15703

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 30,106.38	\$ 31,525.00
Total Options	\$ 1,087.45	\$ 1,195.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 32,388.83	\$ 33,915.00

SELECTED COLOR:

Exterior: GAZ / V22 - (0 P) Summit White / Chrome Grille Surround

Interior: H2Q - (0 I) Dark Ash/Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
BG9	Graphite-Colored Rubberized-Vinyl Floor Covering	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	NC	NC
FE9	Federal Emissions Requirements	NC	NC
GAZ_02	(0 P) Summit White	NC	NC
GU4	3.08 Rear Axle Ratio	Included	Included
H2Q_01	(0 I) Dark Ash/Jet Black w/Vinyl Seat Trim	NC	NC
IO3	Radio: AM/FM Stereo w/4.2" Diagonal Color Display	STD	STD
KG4	150 Amp Alternator	Included	Included
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
L83	Engine: 5.3L EcoTec3 V8	\$ 1,087.45	\$ 1,195.00
LUMBAR	Fixed Lumbar	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NQG	Floor Mounted Shifter Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
RBZ	Tires: P255/70R17 AS BW	STD	STD
RD6	Wheels: 17" x 8" Painted Steel	Included	Included
S2B	17" x 7" Aluminum Full-Size Spare Wheel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
UDC	Driver Information Center	Included	Included
V22	Chrome Grille Surround	Included	Included
V8BAT	720 CCA/80 Amp-hr Maintenance Free HD Battery	Included	Included
VINYL	Vinyl Seat Trim	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
ZBZ	P255/70R17 AS BW Spare Tire	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
Smokers Package: ashtray

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speakers: 4 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam high intensity low/high beam headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: PASS-Key III+ immobilizer
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3383327

Prepared For: City of Kennedale

Date 12/07/2016

AE/AM J5B

Unit #

Year 2017 Make Chevrolet Model Silverado 2500HD

Series WT 4x4 Regular Cab 8 ft. box 133.6 in. WB

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 28,904.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Dark Ash/Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 28,904.00	Total Capitalized Amount (Delivered Price)
\$ 361.30	Depreciation Reserve @ <u>1.2500%</u>
\$ 105.04	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 466.34 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 36.61 Full Maintenance Program³ Contract Miles 50,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0550 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 36.61 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 502.95 Total Monthly Rental Including Additional Services

\$ 7,226.00 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3383327

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3383327

VEHICLE INFORMATION:

2017 Chevrolet Silverado 2500HD WT 4x4 Regular Cab 8 ft. box 133.6 in. WB - US

Series ID: CK25903

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 34,089.10	\$ 36,265.00
Total Options	\$ 0.00	\$ 0.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 35,284.10	\$ 37,460.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: H2R - (0 I) Dark Ash/Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
AE7	Front 40/20/40 Reclining Split-Bench Seat	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GEH	GVWR: 9,500 lbs (4,309 kg)	STD	STD
GT5	4.10 Rear Axle Ratio	STD	STD
H2R_02	(0 I) Dark Ash/Jet Black w/Cloth Seat Trim	NC	NC
IO3	Radio: AM/FM Stereo w/4.2" Diagonal Color Display	Included	Included
L96	Engine: Vortec 6.0L VVT V8 SFI FlexFuel	STD	STD
MYD	Transmission: Electronic HD 6-Speed Automatic w/OD	STD	STD
NK5	Steering Wheel	Included	Included
NQG	Floor-Mounted Shifter Transfer Case	Included	Included
NZ4	Full-Size Spare 17" x 7.5" Steel Wheel	Included	Included
PYN	Wheels: 17" Steel	STD	STD
QHJ	Tires: LT245/75R17E AS BW	STD	STD
STD TM	Cloth Seat Trim	STD	STD
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Standard Suspension Package	STD	STD
ZHQ_	Spare LT245/75R17E AS BW Tire	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with grey rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: chrome grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Audio Theft Deterrent: TheftLock audio theft deterrent
Speakers: 4 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: DuraLife four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: manual tailgate/rear door lock

Ignition Disable: PASS-Key III+ immobilizer

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Leather Upholstery: cloth front seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabbback Insulator: cabbback insulator

Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 360-hp, 6.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Rate Quote

Quote No: 3383333

Prepared For: City of Kennedale

Date 12/07/2016

AE/AM J5B

Unit #

Year 2017 Make Chevrolet Model Silverado 3500HD

Series WT 4x4 Crew Cab 167.7 in. WB SRW

Vehicle Order Type In-Stock Term 60 State TX Customer# 570515

\$ 32,340.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Dark Ash/Jet Black w/Vinyl Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 32,340.00	Total Capitalized Amount (Delivered Price)
\$ 404.25	Depreciation Reserve @ <u>1.2500%</u>
\$ 117.33	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 521.58 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 39.85 Full Maintenance Program³ Contract Miles 50,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0550 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 39.85 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 561.43 Total Monthly Rental Including Additional Services

\$ 8,085.00 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kennedale

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3383333

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3383333

VEHICLE INFORMATION:

2017 Chevrolet Silverado 3500HD WT 4x4 Crew Cab 167.7 in. WB SRW - US

Series ID: CK35943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,592.80	\$ 42,120.00
Total Options	\$ 0.00	\$ 0.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 40,787.80	\$ 43,315.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: H2Q - (0 I) Dark Ash/Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	Front 40/20/40 Reclining Split-Bench Seat	Included	Included
C7E	GVWR: 11,000 lbs (4,990 kgs)	STD	STD
DF2	Black High-Visibility Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GT5	4.10 Rear Axle Ratio	STD	STD
H2Q_02	(0 I) Dark Ash/Jet Black w/Vinyl Seat Trim	NC	NC
IO3	Radio: AM/FM Stereo w/4.2" Diagonal Color Display	Included	Included
KG4	150 Amps Alternator	Included	Included
L96	Engine: Vortec 6.0L VVT V8 SFI FlexFuel	STD	STD
MYD	Transmission: HD 6-Speed Automatic w/OD	STD	STD
N79	Spare 18" x 8" Full-Size Steel Wheel	Included	Included
NK5	Steering Wheel	Included	Included
NQG	Floor-Mounted Shifter Transfer Case	Included	Included
PYT	Wheels: 18" Painted Steel	STD	STD
QWF	Tires: LT265/70R18E AS BW	STD	STD
UDC	3.5" Diagonal Monochromatic Display D.I.C.	Included	Included
UQ3	6-Speaker Audio System	Included	Included
VINYL	Vinyl Seat Trim	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z82	Trailer Equipment	Included	Included
Z85	Standard Suspension Package	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with grey rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: chrome grille

Convenience Features:

Air Conditioning manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
Smokers Package: ashtray

Entertainment Features:

radio AM/FM stereo with seek-scan
Audio Theft Deterrent: TheftLock audio theft deterrent
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbback Insulator: cabbback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 360-hp, 6.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD



Open-End (Equity) Lease Rate Quote

Quote No: 3390063

Prepared For: City of Kennedale, Texas

Date 12/14/2016

AE/AM J5B

Unit #

Used Vehicle Starting Mileage 37000

Year 2015 Make Chevrolet Model Express 3500

Series LT w/1LT Rear-wheel Drive Extended Passenger Van

Vehicle Order Type Used Term 60 State TX Customer# 570515

\$ 21,999.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 28.75	*	Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00		Extended Service Contract

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Neutral w/Custom Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

\$ 21,999.00	Total Capitalized Amount (Delivered Price)
\$ 274.99	Depreciation Reserve @ <u>1.2500%</u>
\$ 80.33	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 355.32 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 58.16 Full Maintenance Program³ Contract Miles 25,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0550 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 58.16 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 413.48 Total Monthly Rental Including Additional Services

\$ 5,499.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kennedale, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3390063

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3390063

VEHICLE INFORMATION:

2015 Chevrolet Express 3500 LT w/1LT Rear-wheel Drive Extended Passenger Van - US

Series ID: CG33706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 33,810.15	\$ 36,355.00
Total Options	\$ 313.95	\$ 345.00
Destination Charge	\$ 995.00	\$ 995.00
Total Price	\$ 35,119.10	\$ 37,695.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: 52G - (0 I) Neutral w/Custom Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LT	Preferred Equipment Group 1LT	\$ 313.95	\$ 345.00
52G_02	(0 I) Neutral w/Custom Cloth Seat Trim	NC	NC
AS5	Reclining Front Bucket Seats w/Inboard Armrests	Included	Included
ATG	Remote Keyless Entry	Included	Included
B30	Full-Floor Color-Keyed Carpeting	Included	Included
BA3	Deluxe Console	Included	Included
C69	Rear Air Conditioning	Included	Included
C6Y	GVWR: 9,600 lbs (4,354 kgs)	STD	STD
DH6	Driver & Front Passenger Padded Visors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
HLAMPS	Dual Composite Halogen Headlamps	Included	Included
K34	Cruise Control	Included	Included
KG3	145 Amp Alternator	Included	Included
L20	Engine: Vortec 4.8L V8 SFI	STD	STD
MYD	Transmission: Electronic 6-Speed HD Auto w/OD	STD	STD
P03	Wheel Trim w/Chrome Center Caps	Included	Included
QB5	Wheels: 16" x 6.5" Steel (4)	STD	STD
READ	Reading Lights	Included	Included
TILT	Tilt-Wheel	Included	Included
TR9	Auxiliary Lighting	Included	Included
U0F	Radio: AM/FM Stereo w/MP3 Player/Seek & Scan	STD	STD
U80	8-Point Digital Compass	Included	Included
ULAMP	Underhood Lights	Included	Included
V22	Chrome Grille	Included	Included
V37	Front & Rear Chrome Bumpers w/Step-Pad	Included	Included
XLP	Tires: Front LT245/75R16E AS BW	STD	STD
YLP	Tires: Rear LT245/75R16E AS BW	STD	STD
ZLP	Tire: Spare LT245/75R16 AS BW	STD	STD
ZQ3	Convenience Package	Included	Included
ZR7	Chrome Appearance Package	Included	Included
ZX5	12-Passenger Seating (2-3-3-4 Seating Config)	STD	STD
ZY1	Solid Paint	STD	STD
~~G	Custom Cloth Seat Trim	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Grille: chrome grille

Convenience Features:

Air Conditioning manual air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: manual vented rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Other Console: other console with storage
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan
Speakers: 2 speakers
Internet Access: internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window: vented rear windshield
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock

Systems Monitor: systems monitor
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 12
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row bench seat
Reclining 4th Row Seat: 50-50 bench fourth row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: urethane shift knob
Floor Mats: rubber front and rear floor mats
Cargo Space Trim: carpet cargo space
Cargo Light: cargo light

Standard Engine:

Engine 285-hp, 4.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Staff Report to the Honorable Mayor and City Council

Date: December 19, 2016

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and legal issues regarding litigation, settlement offers, and/or claims regarding the following matters:

1. Keith Kidwill vs The City of Kennedale, Texas

The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

1. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 532 Trent Street

The Kennedale City Council will meet in closed session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business project with whom the city is conducting economic development negotiations.

1. Discuss a 380 Agreement for Hospitality Project

The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Discuss City Manager

II. Originated by:

III. Summary:

At this time the city council will meet in executive session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

