City of Willow Park
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, August 14, 2018 at 7:00 p.m.

Call to Order

Determination of Quorum

Invocation & Pledge of Allegiance

David Green of Christ Chapel will be conducting our invocation and pledge to the U.S. flag.

Public Comments (Limited to five minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes. The Texas Open Meetings Act provides the following:

(a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquiries about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
(1) A statement of specific factual information given in response to the inquiry; or
(2) A recitation of existing policy in response to the inquiry.
(b) Any deliberation of or decision about the subjectof the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Approve City Council Meeting Minutes – July 10, 2018

Regular Agenda Items

1. Discussion/ Action: To consider and take action on Zoning Ordinance 774-118, and ordinance amending the standards for Accessory Building/ Accessory Uses in the "R-1" Single Family Residential District.
    a. Open Public Hearing
    b. Close Public Hearing
    c. Adopt Ordinance 774-18

2. Discussion/ Action: To consider and take action on appointment to the Board of Adjustments applicants, Eric Contreras, Richard Kasparian, and Timothy Gibbs.

3. Discussion: Presentation by Jake Weber of Quarterly Financial Reports.

4. Discussion/ Action: To consider and take action on approval to join TIPS buying cooperative.

5. Discussion/ Action: To consider and take action on approving a fleet lease and maintenance agreement, and all other associated agreements, with Enterprise for the leasing of vehicles used by the City.

6. Discussion/ Action: To consider and take action on Ordinance 775-18, an ordinance authorizing and allowing restricted prior service credit to employees for service performed for various public entities for which they have not received credit with the Texas Municipal Retirement System.

7. Discussion/ Action: To consider and take action on Alcohol Permit Fees Policy.

8. Discussion only: Presentation of Preliminary budget.

9. Discussion/ Action: To consider and take action on setting a time, date and place for budget workshop(s).

10. Discussion/ Action: To consider and take action on ratifying and approving an emergency treated water supply agreement with the City of Weatherford.

11. Discussion: Update on water supply situation.

12. Discussion/ Action: To consider and take action on an addendum to the current Parker County ILA to perform road work and construction on Buena Vista Dr from Live Oak to Emsley Dr.

13. Discussion/ Action: To consider and take action on approving an agreement for construction materials testing services with D&S Engineering Labs for Willow Park Public Safety Building.

14. Discussion/ Action: To consider and take action on the authorization of City Staff to dispose of Playground Equipment.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

A. Any Posted Item

Informational

A. Mayor & Council Member Comments

B. City Manager's Comments

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before August 10, 2018 at 5:00 p.m.

_____
Alicia Smith TRMC, CMC
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

This public notice was removed from the official posting board at the Willow Park City Hall on the following date and time:

_____
By: _____
City Secretary's Office
City of Willow Park, Texas

City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, July 10, 2018 at 7:00 p.m.

Call to Order

Mayor Moss called the meeting to order at 7:00 pm.

Determination of Quorum

Present:

Mayor Doyle Moss

Mayor Pro Tem Norman Hogue

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

Absent:

Councilmember Gary McKaughan

Staff Present:

City Administrator Bryan Grimes

City Secretary Alicia Smith

City Attorney Pat Chesser

Invocation & Pledge of Allegiance

Pastor Jon Sherman, Trinity Bible Church, led the invocation and pledge to the U.S. flag.

Presentations & Proclamations

A. Mayor Moss gave the oath of office to Place 4 Councilmember Lea Young

Public Comments

Citizens participating:

None

Consent Agenda

A. Approve City Council Meeting Minutes – June 12 and July 2, 2018

Motion made by Councilmember Runnebaum

To approve the minutes from the June 12 and July2, 2018, meetings.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum

Abstain: Councilmember Young

Motion passed with a vote of 3-0

Regular Agenda Items

1. Presentation from staff regarding the City's water supply, storage and distribution.

2. Motion made by Councilmember Runnebaum

To accept a Final Plat of Lots 1-4 Block 3, Lots 1-58 Block 4, Lot 1 X Block 4, the Village at Willow Park Subdivision, being 14.05 acres in the J. Cole Survey, Abstract 218; J.S. Oxer Survey, Abstract 1029, and A.J. Hood Survey, Abstract 2587, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

3. Motion made by Councilmember Hogue

To accept a Site Plan for Lot 3, Block 3, The Village at Willow Park and the parking lot adjacent to Willow Crossing Dr.

Seconded by: Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell and Young

Motion passed with a vote of 4-0

4. Public Hearing was opened at 7:42 PM

No one asked to speak

Public Hearing was closed at 7:42 PM

Motion made by Councilmember Young

To table this item until the next meeting.
Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

5. Motion made by Councilmember Runnebaum

To accept on a Site Plan for Lot 11, Block B, Crown Pointe Addition.
Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

6. Motion made by Councilmember Fennell

To approve action Ordinance 772-18, an ordinance suspending the 2018 rate case filing of Texas Gas Service Company, for natural gas service within the City of Willow Park, Texas and declaring this ordinance to be a 90-day suspension added to the original 35-day review period of the 2018 rate case.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

7. Motion made by Councilmember Hogue

To approve Resolution 2018-07, naming the City Secretary as Public Information Officer.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

8. Motion made Councilmember Young

To accept the Bank Depository Contract from First Financial Bank.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

9. Motion made by Councilmember Fennell

To issue of "City of Willow Park, Texas, Tax Notes, Series 2018A", including the adoption of an Ordinance 771-18, authorizing the issuance of such tax notes.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

10. Motion made by Councilmember Runnebaum

To award the contract for the Public Safety Building to Hasen Construction.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

11. Motion made by Councilmember Young

To set the public hearing for the 2018-19 tax rate and budget for September 4 and September 11, and set September 18, 2018, to adopt the budget and tax rate.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

12. Motion made by Councilmember Hogue

To approve Ordinance 766-18, establishing and designating a school zone for McCall Elementary and establishing a speed limit of 20 miles per hour for the school zone.

Seconded by Councilmember Young

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

13. Motion made by Councilmember Hogue

To approve Ordinance 767-18, an ordinance amending Chapter 12 "Traffic and Vehicles", of the Code of Ordinances of the City of Willow Park establishing a speed limit of 30 miles per hour for City streets, including "Local Residential Streets."

Seconded by Councilmember Young

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

14. Motion made by Councilmember Hogue

To award of Pump Station and Tank Improvements contract to the low bidder, TTE, LLC, for the base bid amount of $381,805.00 and a change order deduction in the amount of $66,900.00 for a final contract price of $314,905.00.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

Adjournment

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and Young

Motion passed with a vote of 4-0

APPROVED:

_____

Doyle Moss, Mayor
City of Willow Park, Texas

ATTEST:

_____

Alicia Smith TRMC CMC, City Secretary
City of Willow Park, Texas

P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date:	**Department:**	**Presented By:**
July 24th, 2018	Development Services	Betty Chew

AGENDA ITEM: 1

The City of Willow Park Zoning Ordinance provides the following for accessory buildings and uses:
R-1 "SINGLE-FAMILY RESIDENTIAL DISTRICT (40,000 sq./ft. or larger):

A. The combined area of all accessory buildings on a lot shall be no greater than fifty percent (50%) of the residence.

BACKGROUND:

The Zoning Ordinance was amended in July 2017 to provide regulations for accessory buildings and uses. The Planning and Zoning Commission worked for over six months and held public hearings and considered citizen comments prior to forwarding their recommendation of these regulations for accessory buildings in all residential districts to Council. City Council unanimously adopted the regulations.

There have been 20+ buildings permitted since the ordinance was adopted and 2 variance requests submitted to the Board of Adjustment since adoption of the ordinance.

James Stanley is requesting the Commission consider amending the ordinance to change the area for accessory buildings to five percent (5%) of the lot area. (See attached)

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff is providing a comparison of allowable building sizes based on percent of lot area for Commission consideration.

Staff and the Planning and Zoning Commission recommend the 5% of lot area option and the 4 Points included on the comparison sheet.

If Council concurs with the recommended changes you will not need to adopt Ordinance 774-18.

EXHIBITS:
Comparison Sheet
Ordinance 755-17 (TO BE REPEALED)
Ordinance 774 -18

ADDITIONAL INFO:	**FINANCIAL INFO:**	
	Cost	$ N/A
	Source of Funding	$ N/A

ACCESSORY BUILDING/USE REGULATIONS

LOT SIZE	3%	5%
½ Acre	600 sq/ft	1,000 sq/ft
1 Acre	1,200 sq/ft	2,000 sq/ft
2 Acres	2,400 sq/ft	4,000 sq/ft
3 Acres	3,600 sq/ft	6,000 sq/ft
4 Acres	4,800 sq/ft	8,000 sq/ft
5 Acres	6,000 sq/ft	10,000 sq/ft

- All lots must be platted prior to issuance of a permit.
- Maximum of five (5) accessory buildings/uses.
- Other adopted accessory building regulations remain.
- These regulations also apply to the R-1/S (Single-Family District with sewer).

TO: Betty Chew
From: James Stanley

Subject: I wish to go before the Planing and Zoning Commission to present a proposal on city ordinance 755-17 Accessory Buildings.

I propose a change in section 2. Amendment, R-1 Single Family residential district (40,000 Sq Ft or larger). A. To read. The combined area of all accessory buildings on a lot should not exceed 5% of the total square footage of the lot. Gutters and downspouts are required on all accessory buildings larger than two hundred (200) square feet.

James B Stanley
113 Spanish Oak Rd
Willow Park, TX
H- 817-441-8723
Cell 817-832-1020

RECD.
05/22/2018

CITY OF WILLOW PARK

ORDINANCE 755-17

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 14 "ZONING REGULATIONS," ARTICLE 14.03, ESTABLISHMENT OF REGULATIONS AND RESTRICTIONS IS AMENDED PROVIDING ACCESSORY BUILDING AND USE REGULATIONS; PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, the zoning regulations generally §211.003 Tex. Local Govt. Code may regulate the height, number of stories, size of buildings and other structures including maximum height, minimum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211,006(a), TEX. LOCAL GOVT. CODE providing for the amendment of zoning regulations including notices required by law.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, or appropriate City Official or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Ordinance.

SECTION 2. AMENDMENT

The following section of Chapter 14, "Zoning Regulations," Article 14.03 "ESTABLISHMENT OF REGULATIONS AND RESTRICTIONS" of this section Zoning Regulations is amended, as follows:

SECTION 14.03.007 ACCESSORY BUILDING AND USE REGULATIONS:

R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT (40,000 sq./ft. or larger):

A. The combined area of all accessory buildings on a lot shall be no greater than fifty percent (50%) of the residence. Gutters and downspouts are required on all accessory buildings larger than two hundred (200) square feet.

B. Front yard setback: No accessory building is permitted in the front yard setback.

C. Side yard setback: Where building lines, setback lines or side yard lines are shown on a recorded plat, the minimum side yard setback shall be as shown on the plat. In all other locations, the minimum side yard setback shall be ten (10') feet.

D. Rear yard setback: Accessory buildings shall be located towards the rear of the property. Accessory buildings shall be located no closer than ten (10') foot from the rear property line.

E. Accessory buildings shall not be permitted within a utility easement, drainage easement or drainage way or floodplain.

F. The maximum exterior wall height of an accessory building in the R-1 District is fourteen (14') feet.

G. All accessory buildings shall be constructed of materials which are of a comparable color pallet to the main use building and have a roof pitch similar to the main use building.

R-1/S,R-2,R-3,R-4,R-5 RESIDENTIAL DISTRICTS (Single Family Residence)

A. There shall be one (1) accessory building per lot no larger than two hundred (200) square feet.

B. Front yard setback: No accessory building is permitted in the front yard setback.

C. Side yard setback: Where building lines, setback lines or side yard lines are shown on a recorded plat, the minimum side yard setback shall be as shown on the plat. In all other locations, the minimum side yard setback shall be ten (10') feet.

D. Rear yard setback: Accessory buildings shall be located towards the rear of the property. Accessory buildings shall be located no closer than ten (10') foot from the rear property line.

E. Accessory buildings shall not be permitted within a utility easement, drainage easement or drainage way or floodplain.

F. The maximum exterior wall height of an accessory building in these zoning districts is eight (8') feet.

G. All accessory buildings shall be constructed of materials which are of a comparable color pallet to the main use building and have a roof pitch similar to the main use building.

Detached accessory buildings are prohibited in all residential districts in front of the main building.

Detached carports shall be located no closer than the front of the main building and observe all building setback requirements.

Detached carports are considered as accessory buildings and shall meet the requirements of the zoning district. All carports must be secured and anchored in compliance with building code regulations.

Accessory buildings are not permitted without a main use building, unless on tracts of two (2) acres or more and used solely for agricultural purposes. Workshops, garages, or similar uses shall not be considered as agricultural purposes. In such case, a one hundred (100') foot front building setback from all property lines is required.

Portable buildings, including storage containers, overseas shipping containers, cargo, or freight containers are prohibited to be used as accessory buildings. The use of storage containers may be allowed for a maximum sixty (60) day period during moving or construction with issuance of a permit.

SECTION 3. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Ordinance.

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this 11th day of July, 2017.

ATTEST: THE CITY OF WILLOW PARK, TEXAS

_____ _____

Kandice Garrett, City Secretary Doyle Moss, Mayor

The Willow Park City Council in acting on Ordinance No. 755-17, did on the 11th day of July, 2017 vote as follows:

	FOR	AGAINST	ABSTAIN
Doyle Moss, Mayor	____	____	____
Norman Hogue, Place 1	____	____	____
Amy Fennell, Place 2	____	____	____
Greg Runnebaum, Place 3	____	____	____
John Gholson, Place 4	____	____	____
Marcy Galle, Place 5	____	____	____

CITY OF WILLOW PARK

ORDINANCE 774-18

AN ORDINANCE REPEALING ORDINANCE 755-17, ADOPTED JULY 11, 2017, BY UNANIMOUS VOTE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK AND REPLACING WITH ORDINANCE 774-18. PROVIDING FOR AN AMENDMENT TO CHAPTER 14 "ZONING REGULATIONS," ARTICLE 14.03, ESTABLISHMENT OF REGULATIONS AND RESTRICTIONS IS AMENDED PROVIDING ACCESSORY BUILDING AND USE REGULATIONS; PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, the zoning regulations generally §211.003 Tex. Local Govt. Code may regulate the height, number of stories, size of buildings and other structures including maximum height, minimum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211,006(a), TEX. LOCAL GOVT. CODE providing for the amendment of zoning regulations including notices required by law.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, or appropriate City Official or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Ordinance.

SECTION 2. AMENDMENT

The following section of Chapter 14, "Zoning Regulations," Article 14.03 "ESTABLISHMENT OF REGULATIONS AND RESTRICTIONS" of this section Zoning Regulations is amended, as

follows:

SECTION 14.03.007 ACCESSORY BUILDING AND USE REGULATIONS:

R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT WITH SEWER (40,000 sq./ft. or larger)

R-1/S SINGLE-FAMILY RESIDENTIAL DISTRICT WITH SEWER (20,000 sq./ft. or larger):

A. The combined area of all accessory buildings on a lot shall be no greater than five percent (5%) of the
lot area. Gutters and downspouts are required on all accessory buildings larger than two hundred
(200) square feet.

B. All lots must be platted prior to issuance of a permit.

C. A maximum of five (5) accessory buildings/uses.

D. Front yard setback: No accessory building is permitted in the front yard setback.

E. Side yard setback: Where building lines, setback lines or side yard lines are shown on a recorded plat, the minimum side yard setback shall be as shown on the plat. In all other locations, the minimum side yard setback shall be ten (10') feet.

F. Rear yard setback: Accessory buildings shall be located towards the rear of the property. Accessory buildings shall be located no closer than ten (10') foot from the rear property line.

G. Accessory buildings shall not be permitted within a utility easement, drainage easement or drainage way or floodplain.

H. The maximum exterior wall height of an accessory building in the R-1 District is fourteen (14') feet.

I. All accessory buildings shall be constructed of materials which are of a comparable color pallet to the main use building and have a roof pitch similar to the main use building.

R-2, R-3, R-4, R-5 RESIDENTIAL DISTRICTS (Single Family Residence)

A. There shall be one (1) accessory building per lot no larger than two hundred (200) square feet.

B. Front yard setback: No accessory building is permitted in the front yard setback.

C. Side yard setback: Where building lines, setback lines or side yard lines are shown on a recorded plat, the minimum side yard setback shall be as shown on the plat. In all other locations, the minimum side yard setback shall be ten (10') feet.

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E. Accessory buildings shall not be permitted within a utility easement, drainage easement or drainage way or floodplain.

F. The maximum exterior wall height of an accessory building in these zoning districts is eight (8') feet.

G. All accessory buildings shall be constructed of materials which are of a comparable color pallet to the main use building and have a roof pitch similar to the main use building.

Detached accessory buildings are prohibited in all residential districts in front of the main building.

Detached carports shall be located no closer than the front of the main building and observe all building setback requirements.

Detached carports are considered as accessory buildings and shall meet the requirements of the zoning district. All carports must be secured and anchored in compliance with building code regulations.

Accessory buildings are not permitted without a main use building, unless on tracts of two (2) acres or more and used solely for agricultural purposes. Workshops, garages, or similar uses shall not be considered as agricultural purposes. In such case, a one hundred (100') foot front building setback from all property lines is required.

Portable buildings, including storage containers, overseas shipping containers, cargo, or freight containers are prohibited to be used as accessory buildings. The use of storage containers may be allowed for a maximum sixty (60) day period during moving or construction with issuance of a permit.

SECTION 3. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Ordinance.

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section
52.011 of the LOCAL GOVERNMENT

CODE SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this the 14th day of August, 2018.

ATTEST: THE CITY OF WILLOW PARK, TEXAS

_____ _____
Alicia Smith, City Secretary Doyle Moss, Mayor

The Willow Park City Council in acting on Ordinance No. 774-18, did on the 14th day of

August, 2018 vote as follows:

	FOR	AGAINST	ABSTAIN
Doyle Moss, Mayor	____	____	____
Norman Hogue, Place 1	____	____	____
Amy Fennell, Place 2	____	____	____
Greg Runnebaum, Place 3	____	____	____
Lea Young, Place 4	____	____	____
Gary McKaughan, Place 5	____	____	____

BRIEFING SHEET

Meeting Date:	**Department:**	**Presented By:**
August 8, 2018	Mayor	Doyle Moss

AGENDA ITEM: 1

Consider and act on appointments to the Board of Adjustment.

BACKGROUND:

There is a vacancy on the Board of Adjustment due to the appointment of Lea Young to the City Council. Statute and local ordinance provides for up to four alternates to the BOA who serve in the absence of a regular member. There are currently no alternate members.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Mayor recommends the Council confirm the following appointments:

Board of Adjustment Place 1 – Eric Contreras
Board of Adjustment Alternate 1 – Richard Kasparian
Board of Adjustment Alternate 2- Timothy Griffiths
EXHIBITS:
Board of Commission Applications:

Eric Contreras
Richard Kasparian
Timothy Griffiths

ADDITIONAL INFO:	**FINANCIAL INFO:**	
	Cost	$ N/A
	Source of Funding	$ N/A

CITY OF WILLOW PARK
APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

Return completed application to:

City Secretary's Office
City of Willow Park
516 Ranch House Rd
Willow Park, Tx 76087
Fax: (817) 441-6900

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Secretary's Office, (817) 441-7108 ext.6

Name: ERIC CONTRERAS
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board/Commission of Interest:
BOARD OF ADJUSTMENT

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 19 CROWN RD	Business Name: BNSF RAILWAY
Mailing Address: 19 CROWN RD	Occupation: MANAGER SALES
Telephone: [redacted] Fax: N/A	Address: 2650 LOU MENK DR. FTW, TX 76131
E-Mail: [redacted]	Telephone: [redacted] Fax: N/A
Willow Park Resident for 1 years County: PARKER	E-Mail: [redacted]
Voters Registration No.: [redacted]	
Preferred method of contact: E-MAIL	

Have you served on a board in another city before? No.

Prior or current work experience: *(please include dates)*
BNSF RAILWAY - 2006 - PRESENT.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? ALEDO H.S. - 2000

Business College, Correspondence School, Adult Education, Other? [redacted]

Name of College/University: TEXAS CHRISTIAN UNIVERSITY ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
11/15/17 - GRACE CHRISTMAS COTTAGE IN GRAPEVINE.
2/21/17 - ACH CHILD + FAMILY SERVICES IN FORT WORTH.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or committee? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board /commission *(how would you use this experience to benefit the City)* ?

TO USE MY SKILLS + EXPERIENCES TO POSITIVELY IMPACT THE CITY OF WILLOW PARK.

Briefly explain what you believe are the three most important issues facing this board and how you believe this board or commission should address each issue?

1)

TO MATCH THE RIGHT GROWTH OPPORTUNITIES WITH THE COMMUNITY TO CREATE A WIN-WIN FOR EVERYONE.

2)

TO MAKE SURE THE GROWTH CREATES THE RIGHT INVESTMENT OPPORTUNITIES FOR THE CITY OF WILLOW PARK AND THE BUSINESS.

3)

THE GROWTH OPPORTUNITIES MATCH THE VALUES OF THE COMMUNITY.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

—

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board:

NONE.

Have you attended a meeting of the board you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Willow Park Parks Board Board and P & Z Commission, as noted in the overview. I am aware of meeting dates and times of the Parks Board or P & Z Commission for which I have applied, and that Board or Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually. If appointed, I agree to serve on the Board or Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/9/2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

ADDITIONAL INFORMATION THAT YOU WOULD LIKE TO SHARE WITH THE CITY COUNCIL REGARDING YOUR INTEREST IN SERVING ON A CRANDALL BOARD:

CITY OF WILLOW PARK
APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

Return completed application to:

City Secretary's Office
City of Willow Park
516 Ranch House Rd
Willow Park, Tx 76087
Fax: (817) 441-6900

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Secretary's Office, (817) 441-7108 ext.6

Name: Richard John Kasparian

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board/Commission of Interest:
Board Of Appeals

☑ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 1167 Fox Hunt Trail
Mailing Address:
Telephone: [redacted] Fax:
E-Mail: [redacted]
Willow Park Resident for 11 years County: 11
Voters Registration No.:
Preferred method of contact: Phone via text

Occupational Information

Business Name: Lockheed Martin
Occupation: Engineer
Address: 1 Lockheed Blvd, Fort Worth, TX
Telephone: [redacted] Fax:
E-Mail: [redacted]

Have you served on a board in another city before? no

Prior or current work experience: *(please include dates)*

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1980

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Tufts University ☐ Bachelor's ☑ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Habitat for Humanity

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or committee? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board /commission *(how would you use this experience to benefit the City)* ?

I would like to become a member of the board fo give back to my community. I believe providing this service in a honorable manner will put the city in a favorable light.

Briefly explain what you believe are the three most important issues facing this board and how you believe this board or commission should address each issue?

1)
Provide consistant application of city codes

2)
Provide information to the public on the intent and operations of the board

3)
Insure that the variances granted by the Board are in the best interest of the citizens and city of Willow Park

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Ability to read blue prints, and have prior experience with home building, pipe fence building, electrical, plumber and ranching.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board:

Have you attended a meeting of the board you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No

Comments: Mike Barron

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Willow Park Parks Board Board and P & Z Commission, as noted in the overview. I am aware of meeting dates and times of the Parks Board or P & Z Commission for which I have applied, and that Board or Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually. If appointed, I agree to serve on the Board or Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Richard Kasparian *Date:* 03 July 2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

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CITY OF WILLOW PARK
APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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Fax: (817) 441-6900

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Secretary's Office, (817) 441-7108 ext.6

Name: TIMOTHY JAMES GRIFFITHS

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board/Commission of Interest:
BOARD OF ADJUSTMENTS

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 409 COCK ROAD	Business Name:
Mailing Address: "	Occupation: RETIRED
Telephone: [redacted] Fax:	Address:
E-Mail: [redacted]	Telephone: Fax:
Willow Park Resident for 16 years County: 16	E-Mail:
Voters Registration No.:	
Preferred method of contact: PHONE OR EMAIL	

Have you served on a board in another city before? YES

Prior or current work experience: *(please include dates)*
BOARD OF ADJUSTMENTS 2012
PLANNING AND ZONING 2013 - 2014
CITY COUNCIL 2014 - 2016

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1967

Business College, Correspondence School, Adult Education, Other?

Name of College/University: ILLINOIS STATE UNIV ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
WHITESTONE GOLF COURSE 2016 - 2018

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or committee? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board /commission *(how would you use this experience to benefit the City)* ?

ASKED BY LEAH YOUNG TO RETURN.

Briefly explain what you believe are the three most important issues facing this board and how you believe this board or commission should address each issue?

1) GROWTH

2) BUSINESS EXPANSION

3) WATER

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

EXPERIENCE

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board:

NA

Have you attended a meeting of the board you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Willow Park Parks Board Board and P & Z Commission, as noted in the overview. I am aware of meeting dates and times of the Parks Board or P & Z Commission for which I have applied, and that Board or Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually. If appointed, I agree to serve on the Board or Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Janith Griffith *Date:* 8/1/2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

ADDITIONAL INFORMATION THAT YOU WOULD LIKE TO SHARE WITH THE CITY COUNCIL REGARDING YOUR INTEREST IN SERVING ON A CRANDALL BOARD:

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
8/14/18	Finance	Jake Weber

AGENDA ITEM:
Financial update by Jake Weber, CPA.

BACKGROUND:
Review and provide an update on the 3rd fiscal quarter 2017-2018 financial activity of the city. This will be the third quarterly financial report for the 2017-2018 fiscal year.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:
Financial Reports as of June 30, 2018.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	$-0-
	Source of Funding	$-0-

8/10/2018

City of Willow Park
Financial Update
Financial Reports as of June 30, 2018

Financial Highlights	General	Water	Wastewater	Solid Waste
-FYTD 2017-2018 Revenue Actual	$ 2,868,778	$ 1,703,611	$ 527,250	$ 222,919
-FYTD 2017-2018 Expense Actual	2,428,303	1,169,628	395,895	143,205
-FYTD 2017-2018 Net Change	$ 440,475	$ 533,983	$ 131,354	$ 79,714
-FY 2017-2018 Revenue Budget	$ 4,031,030	$ 1,988,948	$ 588,944	
-FY 2017-2018 Expense Budget	$ 4,028,143	$ 1,923,724	$ 487,721	
-FYTD 2017-2018 Revenue - Actual to Budget %	71%	86%	90%	
-FYTD 2017-2018 Expense - Actual to Budget %	60%	61%	81%	

Capital Project Tracker	Public Works Building	Ranch House Road	Temporary Package Plant	TWDB Water Line
Original Net Bond Proceeds	$ 4,605,000	$ 3,110,000	$ 2,660,000	$ 1,621,601
Interest Earned to Date	68,628	33,182	11,857	12,813
Costs Incurred to Date	(271,127)	(129,232)	(2,120,193)	(1,634,411)
Remaining to Spend	$ 4,402,501	$ 3,013,950	$ 551,664	$ 3

Monthly Performance	Jun-18	Jun-17	Change	% Change
General Fund				
Revenue				
Property Tax & Other Taxes	$ 96,125	$ 61,330	$ 34,795	57%
Franchise Fees	289	(1,500)	1,789	-119%
Development & Permit Fees	52,541	26,113	26,428	101%
Fines & Forfeitures/Other Revenue	19,414	7,934	11,480	145%
Expenses				
Personnel Expense	155,231	224,619	(69,388)	-31%
Supplies (Maintenance & Operations)	42,352	27,077	15,275	56%
Utilities	10,417	7,239	3,178	44%
Operational & Contractual Services	36,548	(17,669)	54,217	-307%
Capital Outlay & Interfund Transfer	-	333,255	(333,255)	-100%
Net Income (Loss)	$ (76,179)	$ (480,644)	$ 404,465	-84%
Water & Wastewater Funds				
Revenue	$ 278,958	$ 216,292	$ 62,665	29%
Expense				
Personnel Expense	41,050	68,846	(27,796)	-40%
Supplies (Maintenance & Operations)	19,755	10,963	8,792	80%
Utilities	11,816	16,134	(4,317)	-27%
Operational & Contractual Services	18,823	44,723	(25,900)	-58%
Capital Outlay/Debt Service	7,265	4,124	3,141	76%
Net Income (Loss)	$ 180,249	$ 71,503	$ 108,746	152%

General Fund
Profit & Loss Budget vs Actual
For the Fiscal Year to Date June 30, 2018

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
Property Tax & Other Taxes					
M & O TAX	$ 1,511,672	$ 1,181,630	$ 1,352,525	$ 159,147	89%
SALES TAX	896,426	612,663	693,372	203,054	77%
MIXED BEVERAGE TAX	20,440	15,330	18,380	2,060	90%
AUTO/TRAILER TAXES	-	210	243	(243)	0%
DELINQUENT TAXES	15,000	18,215	5,281	9,719	35%
Total Property Tax & Other Taxes	2,443,538	1,828,049	2,069,801	373,737	85%
Franchise Fees					
TXU ELECTRIC	168,500	168,662	164,836	3,664	98%
A T & T	71,016	56,906	45,132	25,884	64%
TEXAS GAS	3,700	3,715	4,345	(645)	117%
MISC. FRANCHISE	2,700	2,042	5,327	(2,627)	197%
MESH NET	3,024	1,764	2,016	1,008	67%
WATER FRANCHISE FEE	98,020	-	-	98,020	0%
WASTEWATER FRANCHISE FEES	28,553	-	-	28,553	0%
Total Franchise Fees	375,513	233,090	221,656	153,857	59%
Development & Permit Fees					
BUILDING PERMITS	120,000	110,798	201,343	(81,343)	168%
HEALTH PERMITS	9,000	8,565	11,165	(2,165)	124%
SUBCONTRACTORS PERMITS	12,000	7,380	16,067	(4,067)	134%
REGISTRATION FEES	7,500	7,970	5,990	1,510	80%
OSSF PERMITS	1,200	10,000	3,600	(2,400)	300%
PLAN REVIEW	25,000	29,022	53,058	(28,058)	212%
BACKFLOW INSPECTIONS	-	200	100	(100)	0%
RE - INSPECTION	-	-	400	(400)	0%
REVIEWS/ REQUESTS	2,000	1,523	2,300	(300)	115%
METER RELEASE	-	-	7,750	(7,750)	0%
RENTAL INSPECTIONS	400	200	-	400	0%
IRRIGATION	-	100	300	(300)	0%
LATE HOURS ALOCHOL PERMIT FEE	-	-	770	(770)	0%
NSF FEES	-	35	-	-	0%
Total Development & Permit Fees	177,100	175,793	302,844	(125,744)	171%
Fines & Forfeitures					
NON-PARKING	195,000	134,803	113,471	81,529	58%
PARKING	1,000	900	770	230	77%
WARRANTS/CAPIAS	1,200	1,039	959	241	80%
STATE LAW - CLASS C	13,500	12,943	11,127	2,373	82%
COURT ADMINISTRATION	100	8	16,618	(16,518)	16618%
COURT SECURITY	3,500	2,816	4,340	(840)	124%
TIME PAYMENT	600	463	238	363	40%
MC TECH FEE	5,500	4,141	6,385	(885)	116%
SEAT BELT	1,000	741	570	430	57%
Total Fines & Forfeitures	221,400	157,853	154,477	66,923	70%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Other Revenue					
INTEREST - OPERATING FUND	-	11,711	15,052	(15,052)	0%
CERTIFICATE OF OCCUPANCY	1,000	1,250	750	250	75%
VFD CONTRIBUTIONS	-	1,051	1,629	(1,629)	0%
SERVICE REVENUE	-	75	-	-	0%
REVENUE RECOVERY	-	-	5,019	(5,019)	0%
OPEN RECORDS FEES	-	-	138	(138)	0%
USPS CONTRACT UNIT	5,004	5,414	4,105	899	82%
REFUNDS/BANK CREDITS	-	3,688	658	(658)	0%
MISCELLANEOUS	-	847	728	(728)	0%
OTHER REIMBURSEABLES	-	638	(136)	136	0%
COURT TECHNOLOGY	-	186	-	-	0%
POLICE CONTRIBUTIONS	-	691	1,054	(1,054)	0%
ACCIDENT REPORTS	600	642	343	257	57%
ROAD CONTRIBUTIONS	-	196	138	(138)	0%
GRANT FUNDS	19,875	-	-	19,875	0%
FIRE ALARMS	1,000	1,000	9,000	(8,000)	900%
PARK CONTRIBUTIONS	-	5,076	76	(76)	0%
FOUND PROPERTY	-	-	192	(192)	0%
FIRE SPRINKLER	1,000	1,000	9,500	(8,500)	950%
BOND PROCEEDS	-	406,651	71,755	(71,755)	0%
FROM GENERAL FUND RESERVES	785,000	-	-	785,000	0%
Other Revenue	813,479	440,118	120,000	693,479	15%
Total Revenue	4,031,030	2,834,903	2,868,778	1,162,252	71%
Expenditures					
Personnel					
SALARIES	1,587,659	1,224,782	1,212,866	374,793	76%
PAYROLL EXPENSE	24,256	17,419	17,622	6,634	73%
WORKERS COMPENSATION	37,296	53,219	29,679	7,617	80%
HEALTH INSURANCE	224,273	106,750	144,711	79,562	65%
RETIREMENT	120,779	87,214	92,182	28,597	76%
UNEMPLOYMENT INSURANCE	5,985	1,338	4,828	1,157	81%
CELL PHONE STIPEND	6,480	1,537	4,618	1,862	71%
CERTIFICATE PAY	14,399	3,590	8,675	5,724	60%
OVERTIME	68,898	27,947	48,779	20,119	71%
FLOATER SHIFTS	16,000	414	2,526	13,474	16%
DENTAL INSURANCE	15,809	7,756	10,276	5,533	65%
LIFE INSURANCE	5,250	3,125	3,165	2,085	60%
PHYSICALS & GYM MEMBERSHIPS	4,640	59	3,560	1,080	77%
ACCRUED COMP & VACATION	-	-	4,623	(4,623)	0%
PERSONNEL SUPPORT	-	-	1,182	(1,182)	0%
BAILIFF DUTIES	1,400	300	925	475	66%
Total Personnel	2,133,124	1,535,450	1,590,216	542,908	75%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	10,216	1,405	2,178	8,038	21%
OFFICE SUPPLIES	12,360	7,124	9,486	2,874	77%
FLOWERS/GIFTS/PLAQUES	1,700	5,169	4,795	(3,095)	282%
BASIC OPERATING SUPPLIES	13,729	14,040	4,226	9,503	31%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
PRINTING & BINDING	1,800	1,155	644	1,156	36%
MINOR EQUIPMENT: OFFICE	5,168	809	3,732	1,436	72%
MV OILS, LUBRICANTS & FLUIDS	500	-	218	282	44%
MV REPAIR & MAINTENACE	33,399	28,021	45,301	(11,902)	136%
UNIFORMS & SUPPLIES	21,481	5,392	14,261	7,220	66%
PAVING MATERIALS	-	16,317	-	-	0%
TRAFFIC & STREET SIGNS	3,500	317	1,254	2,246	36%
FINANCE CHARGES	200	155	389	(189)	194%
USPS CONTRACT UNIT	1,500	1,057	796	704	53%
PPE AND SUPPLIES	23,942	-	15,431	8,511	64%
MEDICAL SUPPLIES	5,840	3,804	2,957	2,883	51%
FOAM SUPPLIES	1,750	-	1,716	34	98%
ROAD ABSORBENT SUPPLIES	1,606	-	1,500	106	93%
MINOR TOOLS	2,000	-	-	2,000	0%
EQUIPMENT	500	468	-	500	0%
MISC. TOOLS/SUPPLIES	2,000	-	210	1,790	11%
ASPHALT MATERIALS	31,200	-	5,047	26,153	16%
ROAD BASE MATERIALS - PAVING	20,000	-	1,775	18,225	9%
ICE & INCLEMENT WEATHER	4,500	-	-	4,500	0%
CONCRETE REPLACEMENT	15,000	-	975	14,025	7%
DRAINAGE	20,500	-	-	20,500	0%
BARRICADES/MARKERS	2,500	-	-	2,500	0%
SAFETY EQUIPMENT & SUPPLIES	10,709	873	7,210	3,499	67%
BUILDING & FACILITIES REPAIRS	9,543	9,879	6,250	3,293	65%
PUBLIC WORKS BUILDING	1,000	-	-	1,000	0%
FACILITIES MAINT SUPPLIES	3,000	8,567	2,166	834	72%
MINOR EQUIPMENT: FIELD	4,832	9,302	5,279	(447)	109%
OPERATING SUPPLIES NON CONSUMA	1,000	-	1,013	(13)	101%
SUBSCRIPTIONS & PUBLICATIONS	3,278	-	1,500	1,778	46%
PROMOTIONS	3,000	3,000	-	3,000	0%
MV FUEL	34,000	23,373	28,474	5,526	84%
MV TIRES, TUBES & BATTERIES	4,000	-	1,792	2,208	45%
SPECIAL EVENTS	500	-	-	500	0%
AMMUNITION & WEAPONS RELATED	800	-	698	102	87%
EMERGENCY RESPONSE SUPPLIES	7,120	5,504	1,426	5,694	20%
Total Supplies (Maintenance & Operations)	319,673	145,730	172,701	146,972	54%
Utilities					
ELECTRICITY	32,400	23,575	24,702	7,698	76%
GAS	3,660	2,753	2,427	1,233	66%
TELEPHONE	14,400	7,771	-	14,400	0%
MOBILE TELEPHONE	1,700	-	-	1,700	0%
COMMUNICATION SERVICES	55,638	31,626	38,839	16,799	70%
Total Utilities	107,798	65,725	65,968	41,830	61%
Operational & Contractual Services					
TRAVEL & TRAINING	46,665	12,518	38,305	8,360	82%
CONSULTANTS & PROFESSIONALS	116,500	118,817	93,290	23,210	80%
ADVERTISING & LEGAL NOTICES	5,000	4,080	2,941	2,059	59%
PRINTING & BINDING	800	-	685	115	86%
PROPERTY & LIABILITY	46,000	41,556	38,191	7,809	83%
REPAIR & MAINTENANCE	-	9,573	604	(604)	0%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
PROFESSIONAL LICENSE	500	158	158	343	32%
DUES & MEMBERSHIPS	5,546	12,785	11,615	(6,069)	209%
SPECIAL EVENTS	-	280	618	(618)	0%
PERMITS & APPLICATIONS	-	-	30	(30)	0%
LAB TESTING	-	7,007	98	(98)	0%
OTHER RENTAL	-	198	202	(202)	0%
FINANCE CHARGES	-	223	5	(5)	0%
FINES & PENALTIES	-	2	-	-	0%
LEGAL/CITY ATTORNEY	42,000	35,959	44,903	(2,903)	107%
ACCOUNTING & AUDITOR	56,700	48,563	42,261	14,439	75%
CONTRACTUAL SERVICES	136,448	91,122	162,262	(25,814)	119%
ELECTIONS ADMINISTRATION	5,000	1,357	4,868	132	97%
INMATE HOUSING	1,000	705	1,375	(375)	137%
MUNICIPAL JUDGE	12,000	4,000	6,500	5,500	54%
MAGISTRATE	2,000	1,600	2,000	-	100%
FOOD SERVICE INSPECTOR	5,700	2,725	6,925	(1,225)	121%
ENGINEERING/CITY ENGINEER	5,000	11,539	645	4,355	13%
SOLID WASTE COLLECTION	-	-	-	-	0%
SOFTWARE TECH SUPPORT	6,400	20,211	11,413	(5,013)	178%
EQUIPMENT TECH SUPPORT	18,025	-	11,055	6,970	61%
POOL INSPECTOR	1,650	-	-	1,650	0%
BLACKBOARD CONNECT	4,160	-	3,824	336	92%
IT CONTRACT	26,964	23,953	20,487	6,477	76%
JURY SERVICE	200	-	-	200	0%
GOVERNMENT & MISC OPERATING	46,000	766	4,764	41,236	10%
EQUIPMENT RENTAL	9,560	5,692	5,631	3,929	59%
STREET MAINTENANCE	-	-	-	-	0%
ANIMAL CONTROL	49,500	22,500	-	49,500	0%
REIMBURSABLES & REFUNDS	-	-	80	(80)	0%
Total Operational & Contractual Services	649,318	477,888	515,734	133,584	79%
Capital Outlay					
VEHICLES	-	406,651	-	-	0%
TECHNOLOGY PROJECTS	-	15,370	-	-	0%
CAPITAL PROJECT CONTRACTS	-	5,125	-	-	0%
EQUIPMENT PURCHASE	25,000	-	71,755	(46,755)	287%
PREDETERMINED PROJECT EXPENDIT	120,000	-	-	120,000	0%
CAPITAL PROJECTS-RESERVE FUNDS	650,000	-	-	650,000	0%
COURT TECHNOLOGY	11,300	-	-	11,300	0%
Total Capital Outlay	806,300	427,146	71,755	734,545	9%
Transfers & Restricted Funds					
TRANSFER TO LEOSE FUND	11,930	(73,396)	11,930	-	100%
Total Expenditures	4,028,143	2,578,542	2,428,303	1,599,840	60%
Net Income	$ 2,887	$ 256,361	$ 440,475	$ (437,588)	

Water Fund
Profit & Loss Budget vs Actual
For the Fiscal Year to Date June 30, 2018

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
USER CHARGES	$ 1,873,882	$ 1,319,215	$ 1,467,660	$ 406,222	78%
PENALTIES	15,000	23,701	18,162	(3,162)	121%
NEW ACCOUNT FEES	15,700	9,130	10,891	4,809	69%
TAP FEES	10,000	4,750	2,350	7,650	24%
IMPACT FEES	50,180	177,283	135,533	(85,353)	270%
INTEREST REVENUE	9,936	8,887	31,097	(21,161)	313%
METER FEE	5,000	13,882	23,998	(18,998)	480%
METER BOX FEE	5,000	5,000	3,250	1,750	65%
RECONNECT FEES	2,500	3,745	9,240	(6,740)	370%
RETURNED CHECK FEES	250	341	400	(150)	160%
REFUNDS/ BANK CREDITS	1,500	2,176	-	1,500	0%
MISCELLANEOUS REVENUE	-	(5,248)	1,031	(1,031)	0%
ADJUSTMENT TO REVENUE	-	(25)	-	-	0%
Total Revenue	1,988,948	1,562,838	1,703,611	285,337	86%
Expenditures					
Personnel					
SALARIES	257,131	251,041	234,365	22,766	91%
PAYROLL EXPENSE	3,972	16,384	3,560	412	90%
WORKERS COMPENSATION	6,216	8,465	7,914	(1,698)	127%
HEALTH INSURANCE	38,447	21,456	37,161	1,286	97%
RETIREMENT	19,779	15,522	18,254	1,525	92%
UNEMPLOYMENT INSURANCE	1,026	271	1,308	(282)	128%
CELL PHONE STIPEND	1,080	685	2,305	(1,225)	213%
EXTRA HELP	-	7,758	-	-	0%
CERTIFICATE PAY	2,280	157	369	1,911	16%
OVERTIME	16,817	13,803	14,152	2,665	84%
DENTAL INSURANCE	2,710	1,651	2,590	120	96%
LIFE INSURANCE	900	651	876	24	97%
Total Personnel	350,358	337,845	322,854	27,504	92%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	11,520	10,923	12,114	(594)	105%
OFFICE SUPPLIES	3,500	5,375	3,437	63	98%
FLOWERS/GIFTS/PLAQUES	300	-	92	208	31%
BASIC OPERATING SUPPLIES	2,000	279	611	1,389	31%
MINOR EQUIPMENT: OFFICE	3,000	251	1,206	1,794	40%
MV REPAIR & MAINTENANCE	16,000	10,326	6,577	9,423	41%
UNIFORMS & SUPPLIES	6,500	3,629	2,339	4,162	36%
FINANCE CHARGES	1,800	1,180	2,651	(851)	147%
MISC. TOOLS/SUPPLIES	4,000	-	618	3,382	15%
ICE & INCLEMENT WEATHER	2,000	-	-	2,000	0%
CHEMICALS	10,000	-	5,486	4,514	55%
FIRE HYDRANTS	10,500	-	1,470	9,030	14%
ROAD BASE MATERIAL - MAIN BREA	6,000	-	-	6,000	0%
SAND	4,000	-	-	4,000	0%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
TOP SOIL	3,000	-	611	2,389	20%
SAFETY EQUIPMENT & SUPPLIES	2,500	-	18	2,482	1%
BUILDING & FACILITIES REPAIRS	5,800	4,846	3,056	2,744	53%
FACILITIES MAINT SUPPLIES	3,000	4,753	499	2,501	17%
MINOR EQUIPMENT: FIELD	3,000	1,220	1,304	1,696	43%
SUBSCRIPTIONS & PUBLICATIONS	2,000	-	315	1,685	16%
MV FUEL	30,000	11,546	10,247	19,753	34%
WATER DISTRIBUTION SUPPLIES	90,000	66,458	28,395	61,605	32%
WATER PRODUCTION SUPPLIES	40,000	27,696	133	39,867	0%
Total Supplies (Maintenance & Operations)	260,420	148,481	81,179	179,241	31%
Utilities					
ELECTRICITY	100,000	69,689	57,230	42,770	57%
TELEPHONE	-	354	-	-	0%
MOBILE TELEPHONE	5,700	4,275	4,634	1,066	81%
COMMUNICATION SERVICES	6,132	4,603	4,390	1,742	72%
Total Utilities	111,832	78,921	66,255	45,577	59%
Operational & Contractual Services					
TRAVEL & TRAINING	3,000	2,373	1,507	1,493	50%
CONSULTANTS & PROFESSIONALS	25,000	15,905	15,746	9,254	63%
ADVERTISING & LEGAL NOTICES	1,000	307	-	1,000	0%
PROPERTY & LIABILITY	5,000	4,408	5,462	(462)	109%
REPAIR & MAINTENANCE	-	7,229	80	(80)	0%
DUES & MEMBERSHIPS	1,000	432	50	950	5%
PERMITS & APPLICATIONS	5,000	4,799	4,550	450	91%
PROPERTY DAMAGE	2,500	(711)	-	2,500	0%
FINANCE CHARGES	-	480	12	(12)	0%
FINES & PENALTIES	-	78	-	-	0%
ACCOUNTING & AUDITOR	8,200	14,803	10,044	(1,844)	122%
CONTRACTUAL SERVICES	-	5,698	-	-	0%
ENGINEERING/CITY ENGINEER	36,000	14,879	28,256	7,744	78%
SOLID WASTE COLLECTION	-	-	2,417	(2,417)	0%
SOFTWARE TECH SUPPORT	4,000	3,859	66	3,934	2%
BLACKBOARD CONNECT	1,040	-	956	84	92%
IT CONTRACT	3,850	3,070	2,887	963	75%
WELL SITE MAINTENANCE	20,000	30,102	15,207	4,793	76%
EQUIPMENT MAINTENANCE	2,000	1,361	-	2,000	0%
WATER TANK MAINTENANCE	6,000	-	2,772	3,228	46%
BUILDING MAINT - WELL SITES	3,000	-	-	3,000	0%
GOVERNMENT & MISC. OPERATING	-	3,245	-	-	0%
EQUIPMENT RENTAL	5,000	2,813	3,182	1,818	64%
WATER DISTRIBUTION CONTRACTUAL	45,000	32,348	6,735	38,265	15%
WATER PRODUCTION CONTRACTUAL	50,000	42,226	42,696	7,304	85%
Total Operational & Contractual Services	226,590	189,702	142,625	83,965	63%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Capital Outlay					
CAPITAL PROJECT CONTRACTS	10,000	-	-	10,000	0%
CAPITAL IMPROVEMENTS	-	-	-	-	0%
UTILITIES: WATER DISTRIBUTION	65,000	39,239	20,663	44,337	32%
UTILITIES: WATER PRODUCTION	264,500	-	21,342	243,158	8%
PAYING AGENT FEES	-	2,375	3,125	(3,125)	0%
DEBT SERVICE PAYMENTS	635,024	457,755	511,585	123,439	81%
Total Capital Outlay	974,524	499,369	556,715	417,809	57%
Total Expenditures	1,923,724	1,254,318	1,169,628	754,096	61%
Net Income	$ 65,224	$ 308,519	$ 533,983	$ (468,759)	

Wastewater Fund
Profit & Loss Budget vs Actual
For the Fiscal Year to Date June 30, 2018

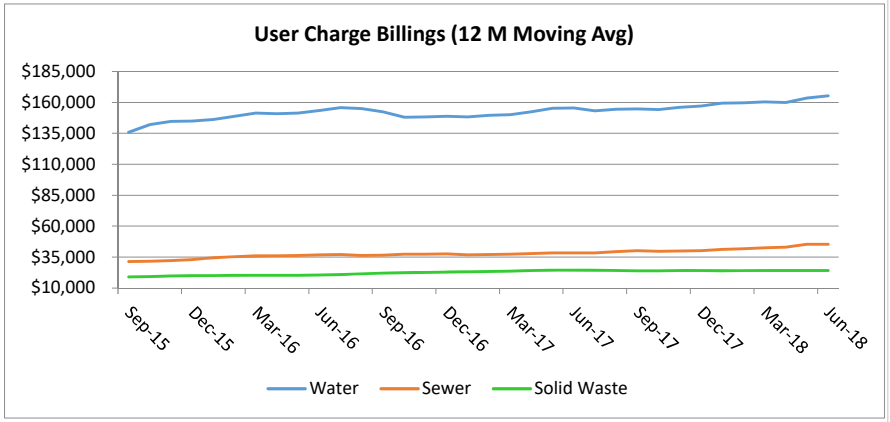
	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
USER CHARGES	$ 549,979	$ 345,842	$ 407,973	$ 142,006	74%
TAP FEES	-	4,250	500	(500)	0%
IMPACT FEES	38,965	104,200	99,361	(60,396)	255%
INTEREST REVENUE	-	109	16,969	(16,969)	0%
REFUNDS/BANK CREDITS	-	220	2,446	(2,446)	0%
Total Revenue	588,944	454,621	527,250	61,695	90%
Expenditures					
Personnel					
SALARIES	75,802	62,262	59,982	15,820	79%
PAYROLL EXPENSE	1,130	899	925	205	82%
WORKERS COMPENSATION	2,072	2,754	1,979	93	95%
HEALTH INSURANCE	12,816	7,613	9,925	2,891	77%
RETIREMENT	5,628	4,333	4,628	1,000	82%
UNEMPLOYMENT INSURANCE	1,800	40	327	1,473	18%
CELL PHONE STIPEND	1,080	291	831	249	77%
CERTIFICATE PAY	1,080	291	831	249	77%
OVERTIME	2,142	722	2,381	(239)	111%
DENTAL INSURANCE	903	602	695	208	77%
LIFE INSURANCE	300	228	237	63	79%
Total Personnel	104,753	80,035	82,741	22,012	79%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	-	23	-	-	0%
OFFICE SUPPLIES	1,200	1,933	595	605	50%
BASIC OPERATING SUPPLIES	-	1,060	-	-	0%
MINOR EQUIPMENT: OFFICE	1,000	-	-	1,000	0%
MV OILS, LUBRICANTS & FLUIDS	1,800	-	-	1,800	0%
MV REPAIR & MAINTENANCE	4,000	622	255	3,745	6%
UNIFORMS & SUPPLIES	2,000	499	178	1,822	9%
WASTEWATER SUPPLIES	2,500	1,982	430	2,070	17%
MINOR TOOLS	1,000	-	169	831	17%
EQUIPMENT	4,000	-	562	3,438	14%
MISC. TOOLS/SUPPLIES	1,000	-	706	294	71%
CHEMICALS	10,000	-	5,587	4,413	56%
BELT PRESS SUPPLIES	5,000	-	1,915	3,085	38%
SAFETY EQUIPMENT & SUPPLIES	2,000	330	562	1,438	28%
BUILDING & FACILITIES REPAIRS	1,000	428	928	72	93%
FACILITIES MAINT SUPPLIES	-	23,006	824	(824)	0%
MINOR EQUIPMENT: FIELD	-	207	87	(87)	0%
MV FUEL	4,100	3,536	1,797	2,303	44%
WASTEWATER COLLECTION	5,000	1,867	8,195	(3,195)	164%
WASTEWATER TREATMENT	5,000	7,014	839	4,161	17%
Total Supplies (Maintenance & Operations)	50,600	42,505	23,628	26,972	47%

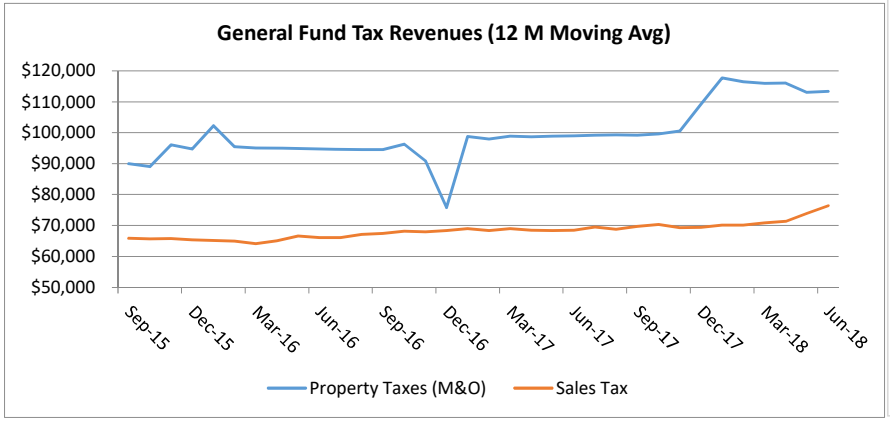
	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Utilities					
ELECTRICITY	40,500	33,293	37,572	2,928	93%
MOBILE TELEPHONE	-	536	-	-	0%
COMMUNICATION SERVICES	-	434	-	-	0%
Total Utilities	40,500	34,264	37,572	2,928	93%
Operational & Contractual Services					
TRAVEL & TRAINING	3,000	3,153	1,920	1,080	64%
CONSULTANTS & PROFESSIONALS	-	6,820	60,267	(60,267)	0%
ADVERTISING & LEGAL NOTICES	-	604	952	(952)	0%
PROPERTY & LIABILITY	5,000	4,408	5,462	(462)	109%
REPAIR & MAINTENANCE	12,000	-	4,278	7,722	36%
DUES & MEMBERSHIPS	1,000	-	111	889	11%
PERMITS & APPLICATIONS	-	3,426	-	-	0%
LAB TESTING	12,500	520	7,162	5,338	57%
FINES & PENALTIES	-	2,446	-	-	0%
ACCOUNTING & AUDITOR	8,200	8,167	5,000	3,200	61%
CONTRACTUAL SERVICES	12,000	7,742	28,761	(16,761)	240%
ENGINEERING/CITY ENGINEER	12,000	2,708	1,143	10,858	10%
SLUDGE HAULING	32,500	43,569	36,721	(4,221)	113%
IT CONTRACT	4,000	3,070	2,887	1,113	72%
LIFT STATION EQUIPMENT MAINTE	15,000	2,604	27,319	(12,319)	182%
GOVERNMENT & MISC OPERATING	-	-	-	-	0%
EQUIPMENT RENTAL	1,000	-	428	572	43%
Total Operational & Contractual Services	118,200	89,236	182,411	(64,211)	154%
Capital Outlay					
WASTEWATER TREATMENT	-	9,870	-	-	0%
CAPITAL PROJECT CONTRACTS	10,000	8,563	1,100	8,900	11%
DEBT ISSUANCE COSTS	-	65,000	-	-	0%
FRANCHISE FEES	28,553	-	-	28,553	0%
DEBT SERVICE PAYMENTS	135,115	-	68,443	66,672	51%
Total Capital Outlay	173,668	83,432	69,543	104,125	0%
Total Expenditures	487,721	329,472	395,895	91,826	81%
Net Income	$ 101,223	$ 125,149	$ 131,354	$ (30,131)	

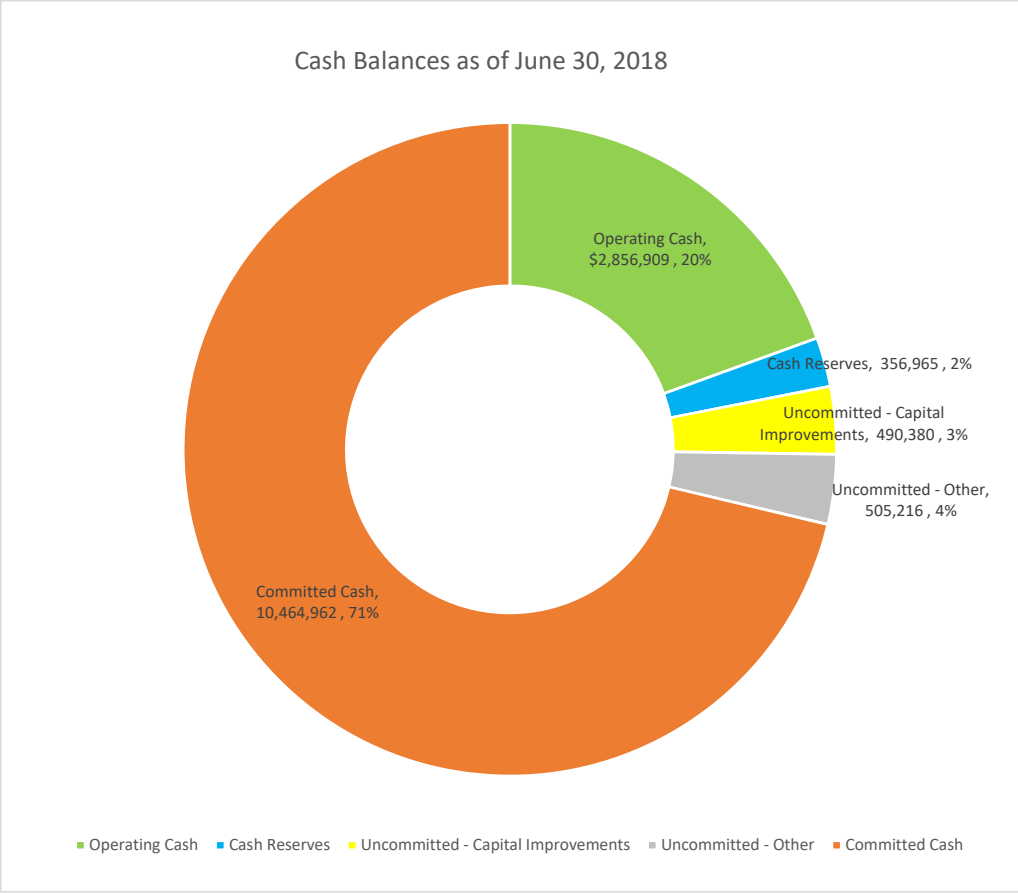
City of Willow Park
Bank Account Balances

	At 06/30/2018	At 03/31/2018
General Fund		
Operating Cash - General	$ 1,050,292	$ 1,341,473
General Fund Cash Reserve	230,043	229,161
Operating Cash - General (Police Training)	10,932	13,098
TexStar General Fund Capital Improvements	1,027	1,023
TexStar Fund Investment	115,640	115,143
General Fund CD - 431549	125,957	125,957
General Fund CD - 65686	123,254	123,254
	1,657,144	1,949,109
Water Fund		
Operating Cash - Water	989,689	686,544
Water Cash Reserve	126,922	126,436
Water Capital Improvements	286,268	285,171
TexStar Water Capital Improvements	1,529,939	1,523,364
TexStar Water Investment	127,569	127,021
Water Fund CD - 65712	63,202	63,202
Water Fund CD - 90271	50,227	50,227
	3,173,817	2,861,964
Wastewater Fund		
Operating Cash - Wastewater	479,648	479,882
Wastewater Package Plant	551,665	1,366,026
Wastewater Capital Improvements	1,639	1,633
TexStar Wastewater	23,407	23,306
Wastewater Fund CD - 431557	27,695	27,695
	1,084,053	1,898,542
Other Funds		
TIRZ Reimbursement Fund	36,178	-
Capital Equipment/Replacement Fund	158,255	157,649
Construction Fund - Building	4,402,500	4,408,240
Construction Fund - Roads	3,013,951	2,170,689
Debt Service (I&S)	544,437	601,819
Operating Cash - Solid Waste	337,280	337,379
Police Seizure (Federal)	1,612	932
Police Seizure (State)	12,184	17,101
Tourism	51,687	47,128
TexStar Capital Equipment/Replacement	43,190	43,005
TexStar Economic Development	53,085	52,857
Water Deposits - 56788	105,058	105,058
	8,759,417	7,941,856
Total Cash	$ 14,674,431	$ 14,651,471

City of Willow Park
Key Metrics & Trends
As of June 30, 2018







CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2017	Administration	Bryan Grimes

AGENDA ITEM:
Consider and act on joining the Texas Interlocal Agreement Public Agency (TIPS) buying cooperative.

BACKGROUND:
The TIPS buying cooperative is necessary to move forward with the agreement with Enterprise Fleet Management. TIPS is the same as any other cooperative such as Buyboard and ensures that the City is utilizing due diligence in purchases.

STAFF/BOARD/COMMISSION RECOMMENDATION:
Recommend approving to facilitate the agreement with Enterprise Fleet Management

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	$ 0.00
	Source of Funding	$ 0.00

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

_____ _____
TEXAS PUBLIC ENTITY Control Number (TIPS will Assign)

Region VIII Education Service Center 225 - 950
Pittsburg, Texas 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:

_____
Entity Name

By: _____
Authorized Signature

Title: _____

_____
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

_____
Date

<u>Public Entity Contact Information</u>

_____
Primary Purchasing Person Name

_____
Street Address

_____
City, State Zip

_____
Telephone Number

_____
Fax Number

_____
Primary Person Email Address

_____
Secondary Person Name

_____
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.

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2018	Administration	Bryan Grimes Jennifer Bertram (Enterprise Fleet)

AGENDA ITEM:
Consider and act on contractual agreement to lease vehicles for the city fleet from Enterprise Fleet Management.

BACKGROUND:

City staff contacted Enterprise Fleet Management to determine if leasing vehicles for the city fleet would benefit the city. The city fleet is aging and repairs are costly. Replacement of the necessary vehicles would not be possible without utilizing Enterprise Fleet Management. Entering into this agreement will ensure vehicle are maintained properly at the proper intervals. Newer vehicles are safer and more fuel-efficient as well.

STAFF/BOARD/COMMISSION RECOMMENDATION:
Staff recommends approval of the contractual agreement with Enterprise Fleet Management

EXHIBITS:
Enterprise Fleet Management documents

ADDITIONAL INFO:	**FINANCIAL INFO:**	
Costs are based on the proposed schedule of vehicle replacements. Staff can change the vehicle replacement if needs change.	**Cost (year 1)** **Cost (year 2)** **Cost (year 3)** **Cost (year 4)** **Cost (year 5)**	$ 95,796 $129,571 $173,654 $198,296 $142,934
	Source of Funding	$ 0.00

FLEET MANAGEMENT

FLEET SYNOPSIS | CITY OF WILLOW PARK

516 Ranch House Road
Willow Park, TX 76087

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

Jennifer Bertram
Sr. Account Executive
1420 West Mockingbird Lane, Ste. 640
Dallas, TX 75247
469-358-4304
Jennifer.Bertram@efleets.com

FLEET MANAGEMENT

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FLEET SYNOPSIS | CITY OF WILLOW PARK

Impact of Partnership

BACKGROUND

Location: Parker County, TX

Industry: Government

Total Vehicles: 25

THE SITUATION

The City of Willow Park is looking for a solution to better manage its aging fleet.

- 33% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- Average age of the fleet is over **12 years old**

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the city to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The city receives flexibility of ownership, as well as net equity from sale at time of disposal.

CLIENT TESTIMONTIAL

"There are many benefits for using Enterprise for the city fleet vehicles. It allows the city to budget for fleet replacement, and it allows the city to replace the vehicles more frequently, reducing maintenance and fuel costs due to more efficient vehicles."

– Dana Thornhill, Finance Manager, City of Anna

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the city will reduce their fuel costs by 20%. The City will also reduce maintenance cost by approximately 39%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City of Willow Park will be able to replace 12 of its oldest vehicles within a year, turning 54% of their vehicles into newer, safer, more efficient models.

Jennifer Bertram | (469)358-4304 | Jennifer.Bertram@efleets.com

enterprise FLEET MANAGEMENT

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SUPPORTING EVIDENCE | CITY OF WILLOW PARK

Willow Park - Fleet Profile

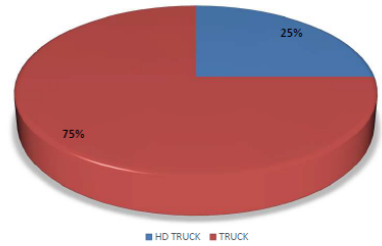
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	Under-Utilized
1/2 Ton Pickup Reg 4x2	2	10.0	12,600	1	1	0	0	0
1/2 Ton Pickup Ext 4x2	1	7.5	14,000	1	0	0	0	0
1/2 Ton Pickup Ext 4x4	1	7.5	12,500	0	1	0	0	0
1/2 Ton Pickup Quad 4x2	2	11.6	12,900	2	0	0	0	0
3/4 Ton Pickup Reg 4x2	1	15.7	6,600	1	0	0	0	0
3/4 Ton Pickup Quad 4x2	1	12.6	8,700	1	0	0	0	0
Compact Pickup	1	13.6	7,500	1	0	0	0	0
Compact Pickup Ext 4x2	1	0.0		0	0	0	0	0
Totals/Averages	10	10.0	10,000	8	2	0	0	0

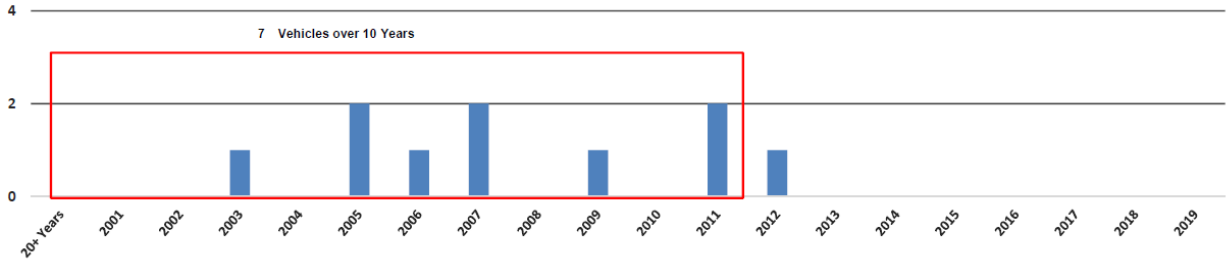
Replacement Criteria

* Fiscal Year 2019 = 8 years old and older, or odometer over 100,000
* Fiscal Year 2020 = 6 years old and older, or odometer over 100,000
* Fiscal Year 2021 = 4 years old and older, or odometer over 60,000
* Fiscal Year 2022 = Remaining Vehicles
* Underutilized = Annual Mileage less than 2,500

Vehicle Types



Model Year Analysis



Willow Park- ERV - Fleet Profile

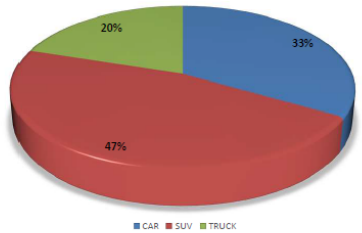
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	2023	Under-Utilized
Full-size Sedan	5	5.5	13,100	2	1	1	0	0	0
Full Size SUV 4x2	6	2.8	5,000	0	0	2	2	2	0
Full Size SUV 4x4	1	11.6	4,200	1	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	3	6.5	7,000	1	2	0	0	0	0
Totals/Averages	15	5.0	8,000	4	3	3	2	2	1

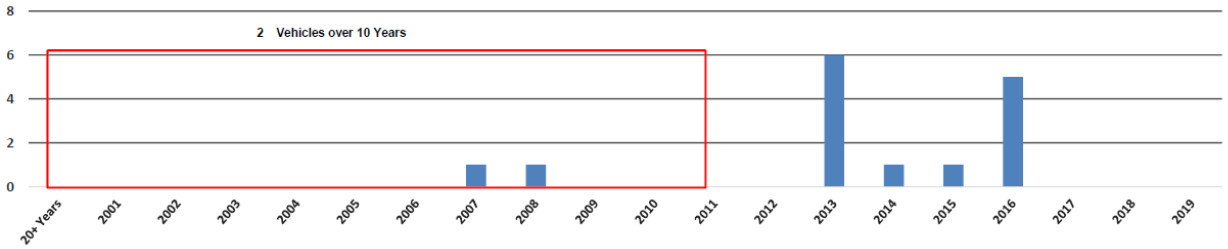
Replacement Criteria

* Fiscal Year 2019 = 7 years old and older, or odometer over 100,000
* Fiscal Year 2020 = 8 years old and older, or odometer over 80,000
* Fiscal Year 2021 = 6 years old and older, or odometer over 60,000
* Fiscal Year 2022 = 4 years old and older, or odometer over 30,000
* Fiscal Year 2023 = Remaining Vehicles
* Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



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SUPPORTING EVIDENCE | CITY OF WILLOW PARK

	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	**13**	**18**	**21**	**23**	**25**
Equity in Owned Vehicles to Replace	$ (37,800)	$ (29,000)	$ (30,500)	$ (21,200)	$ (21,700)
Accumulated Annual Payment	$ 95,796	$ 138,495	$ 170,809	$ 192,957	$ 215,104
Upfront Aftermarket	$ 33,346	$ 20,076	$ 33,346	$ 26,540	$ 26,540
Equity at Term					$ (77,009)
Net Cash After Equity	$ 91,342	$ 129,571	$ 173,654	$ 198,296	$ 142,934

* Year 1 includes 1 Growth Vehicle & 12 Replacments

**Model excludes medium duty vehicles, replacement timeline TBD

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CASE STUDY | CITY OF LA QUINTA

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The City will replace all of its vehicles and reduce costs by 12% with Enterprise.

BACKGROUND

Location: City of La Quinta
Industry: Municipality
Total vehicles: 39 vehicles

THE CHALLENGE

The City of La Quinta uses a pool of 39 vehicles for its departmental needs. Vehicle maintenance issues were starting to compound, along with repair costs. Replacing vehicles and keeping up with maintenance costs would not fit in the budget. As a result, the City did not replace any of its aging vehicles. With 30 vehicles over 10 years old, maintenance expenses and issues grew due to age and condition of the fleet.

THE SOLUTION

Enterprise Fleet Management's program gave the City of La Quinta the opportunity to replace older vehicles with little upfront capital. With Enterprise, the City right-sized its fleet and provided the appropriate vehicle for each department's needs. Long term, the City implemented a three-year replacement plan to phase out older vehicles. To reduce and streamline the cost of maintenance, the fixed budget maintenance program has been on-boarded, which saved the City approximately 70% of its current maintenance expenses.

"Enterprise provides a dedicated fleet manager who reviews the fleet and tracks vehicle usage to maintain value and efficiency. The client website tool provides complete transparency with the ability to easily manage our vehicles. Drivers use the mobile app to find fuel and repair locations, accident reporting, and mileage tracking."

– Steve Howlett, Facilities Director

The Fleet Management program helps the City reduce the Total Cost of Ownership for its vehicles by taking advantage of savings that start from vehicle acquisition and to point of resale.

THE RESULTS

Once fully implemented, the ten-year plan is projected to save the City of La Quinta 12%. Enterprise provides the City with assistance in selling its older vehicles, and has exceeded estimated vehicle resale by $740 per vehicle than the original estimate.

To learn more, visit efleets.com or call 877-23-FLEET.

No City of La Quinta funds or resources were used for the production or promotion of this case study.

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Key Results

12% REDUCTION IN FLEET OPERATING COSTS OVER 10 YEARS

70% MAINTENANCE SAVINGS

3-YEAR VEHICLE REPLACEMENT PLAN

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PROGRAM RESOURCES | CITY OF WILLOW PARK

SAFETY

-10 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

-12 vehicles predate Electronic Stability Control. According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

ACCOUNT MANAGEMENT

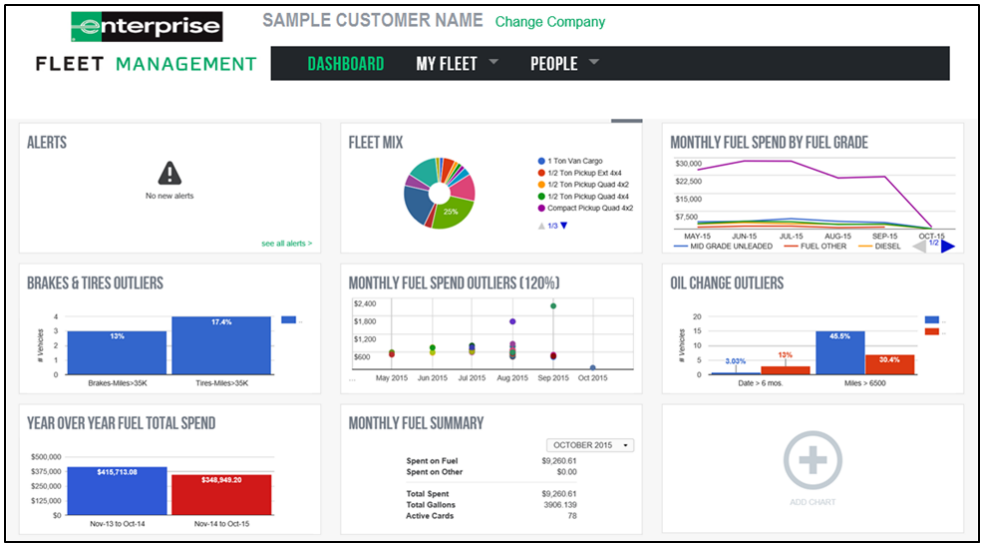
The City of Willow Park will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 4 times a year- 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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REFERENCES | CITY OF WILLOW PARK

CURRENT PARTNERS

- **City of Waxahachie**
- **City of Corinth**
- **City of Bedford**
- **City of Anna**
- **City of Haltom**
- **City of Kennedale**
- **City of Terrell**
- **City of Commerce**
- **City of San Marcos**
- **City of Fredericksburg**
- **San Marcos**
- **City of Orange**
- **City of Beaumont**
- **City of Alvin**

REFERENCES

Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Company Name: City of Corinth

Business Phone #: 940-498-3243

Contact Person: Bob Hart, City Manager

Company Name: City of Bedford

Business Phone #: 979-541-5004

Contact Person: Cliff Blackwell, Assistant City Manager

Company Name: City of Commerce

Business Phone #: 903-886-1130

Contact Person: Darrek Farrell, City Manager

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FLEET MANAGEMENT

MAINTENANCE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE:	_____	EFM:	Enterprise Fleet Management, Inc.
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Attention:	_____	Attention:	_____
Fax #:	_____	Fax #:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

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FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Initials: EFM_____ Customer_____

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

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

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

Company:	_____	EFM:	Enterprise Fleet Management, Inc.
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

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DELIVERING SOLUTIONS. DRIVING RESULTS.

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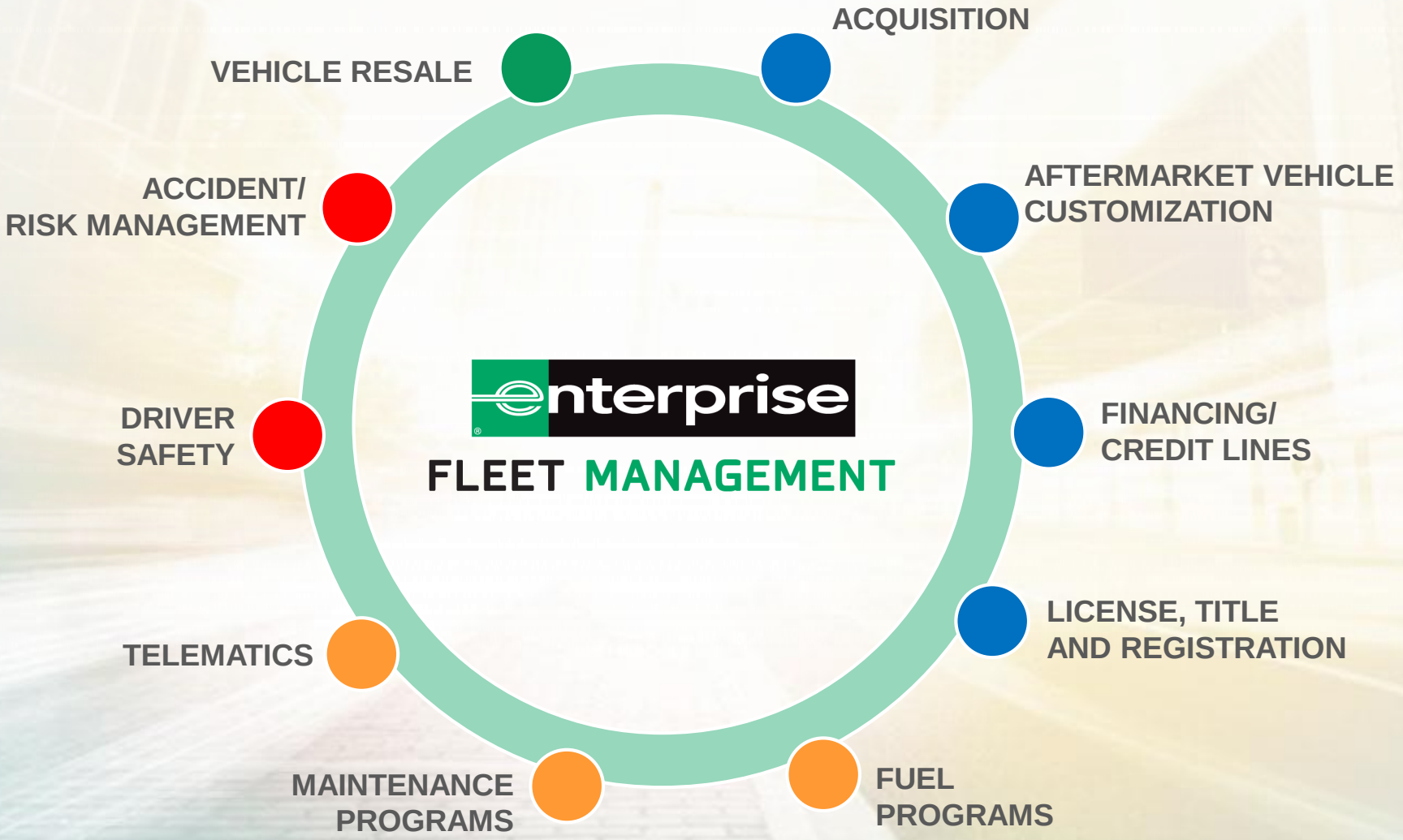

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Current Texas Partners

Enterprise FLEET MANAGEMENT

Anna CITY OF ANNA, TEXAS

KENNEDALE

WAXAHACHIE TEXAS CRAPE MYRTLE CAPITAL GINGERBREAD CITY

HALTOM CITY

Terrell AMERICA

CITY OF BEDFORD TEXAS

CORINTH

Fredericksburg THE TEXAS HILL COUNTRY

BEAUMONT TEXAS

Pearl Of The Prairie EL CAMPO

City of Gatesville Spur Capital of Texas

UNT UNIVERSITY OF NORTH TEXAS®

City of PAMPA TEXAS

Big Spring Texas

CITY OF ELGIN TEXAS SINCE 1872

UT DALLAS The University of Texas at Dallas

THE CITY OF SAN MARCOS

ORANGE TEXAS

CITY OF LA MARQUE GATEWAY TO THE GULF

City Of Vidor

Alvin TEXAS

CITY of ALPINE BREWSTER COUNTY 1882 HOME OF SUL ROSS STATE UNIVERSITY

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TYPICAL FLEET PROFILE

Enterprise FLEET MANAGEMENT

Tasked to do more with less

- **Fiscally Stressed**
- **Underfunded & Unfunded State Mandates**
- **Limitations on Revenue Sources**
- **Future Challenges –**
  - *Municipal Bond Changes*

Commonalities of Cities

- **Aged Vehicles**
  - Average 10 Year Cycle
- **Low Annual Mileage**
  - 5,000 -7,500 annual miles
- **Multiple Departments with Multiple Plans & Budgets**
- **Capital Budget drives Fleet Replacement**

Average Vehicle Age in Years by Class

Class/Description	Average
702 – Heavy trucks (26,001 lbs. and more)	13
715 – Medium trucks (15,000 lbs.–26,000 lbs.)	11
719 – Buses (29+ passengers)	11
710 – Mounted equipment (with truck chassis)	11
708 – Cargo and passenger vans	10
716 – Minivans	10
720 – Other vehicles	10
709 – Light trucks (8,600 lbs. and less)	9
718 – Buses (16-28 passengers)	8
714 – Light/medium trucks (8,601 lbs.–14,999 lbs.)	8
701 – Passenger cars	6
703 – Small buses (up to 15 passengers)	5
707 – Sport utility vehicles	5
704 – Motorcycles	5
Overall Average	**9**

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TOTAL COST OF OWNERSHIP CONCEPT

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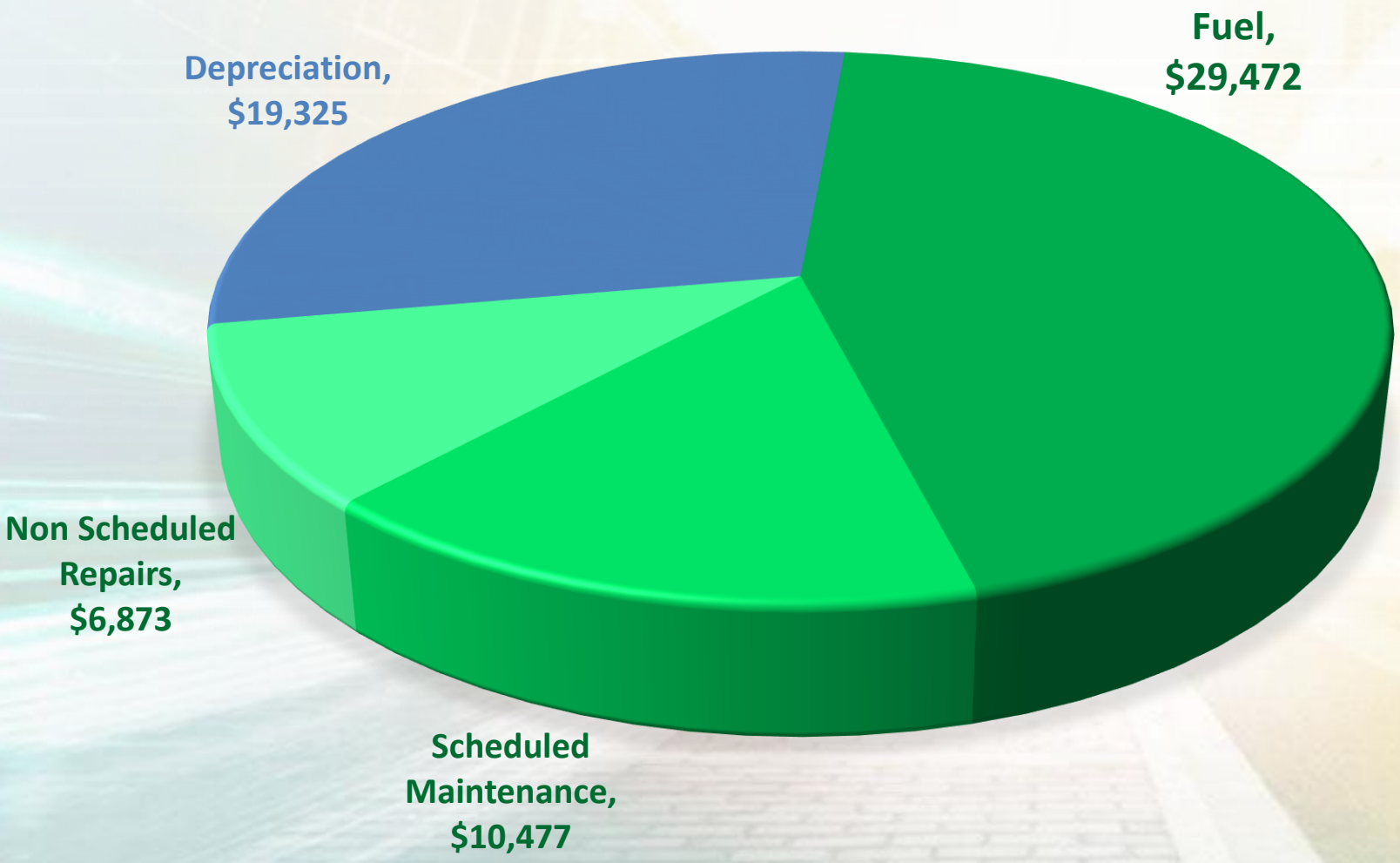

TOTAL COST OF BUY & HOLD FOR A ½ TON PICKUP TRUCK

$66,147

Assumes 12 year holding period at 10,000 miles per year

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GOVERNMENT BUYING POWER

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2017 SILVERADO 1500
2WD Crew Cab, Standard Box WT

$37,225 Net Price

← CHEVY'S WEBSITE

TEXAS STATE CONTRACT

864C--864C Full Size 1/2 Ton Crew Cab Pickup Truck, Single Rear Wheel

Commodity Code 07202170109

864C--864C Full Size 1/2 Ton Crew Cab Pickup Truck, Single Rear Wheel, 6/8-Cyl, 6-Passenger, Short Bed Make: Chevrolet Model: Silverado 1500 Trim: 1WT MPN: CC15543

Price
$24,658

MANHEIM AUCTION RESULTS

VEHICLE	Avg Odometer	Avg Sale Price	Capital Outlay
2015 Chevy Silverado 1500 Crew Cab	17,500	$22,920	$1,738
2016 Chevy Silverado 1500 Crew Cab	19,989	$26,417	- $1,759

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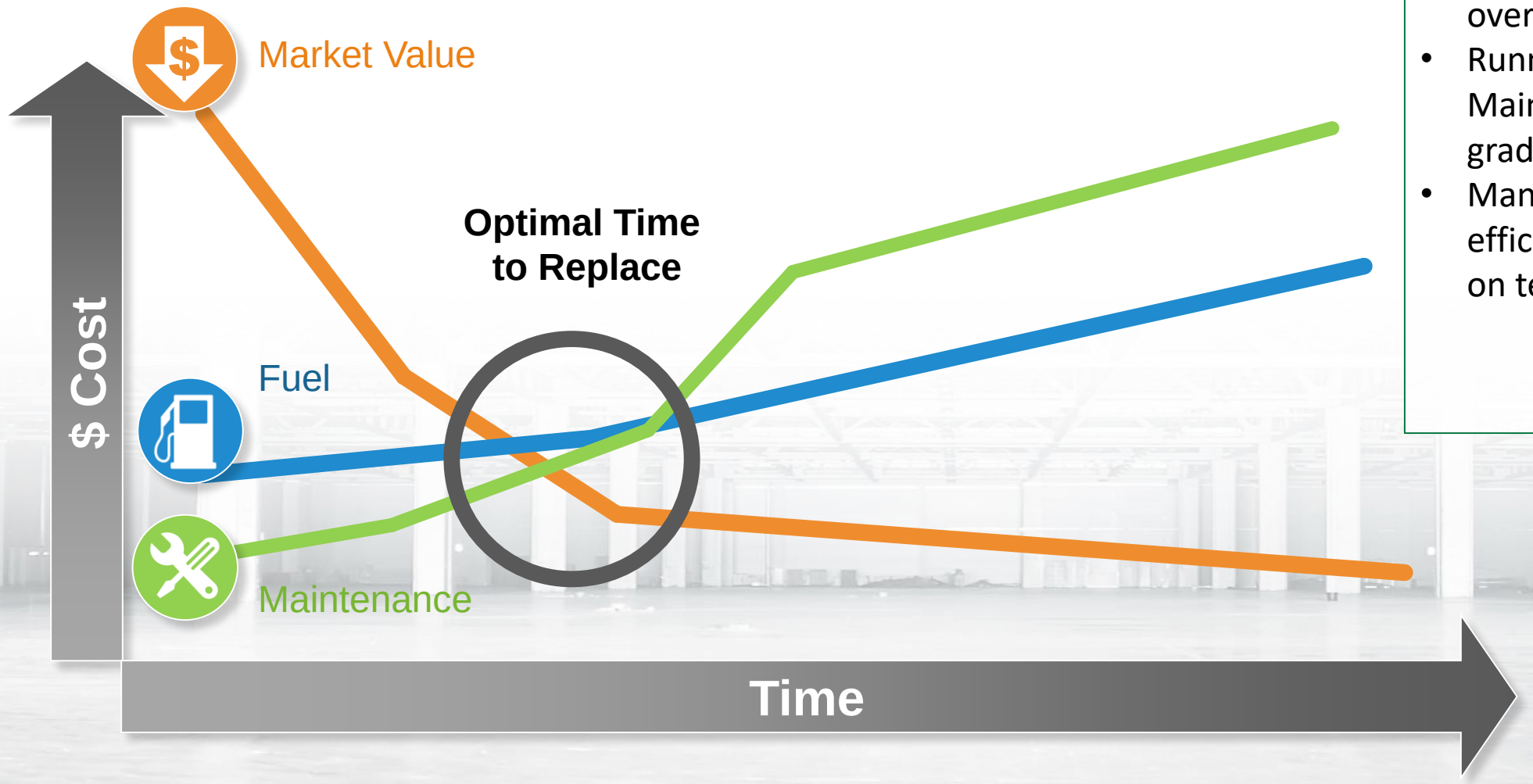
EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

SAFETY

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7

2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

13

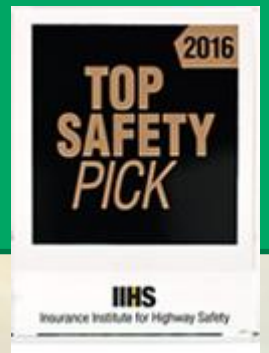
2012

- Electronic Stability Control
- Lane Departure Warning
- Rear Video

24

2017

- Forward Collision Warning
- Blind Spot Warning
- Offset-crash test



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DEDICATED ACCOUNT TEAM

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Primary Team

Account Manager
- High Level Fleet Planning
- Fleet Replacement Strategy
- Annual Client Review

Account Fleet Coordinator
- Day to Day contact

EFMC
- Delivery Coordinator
- Aftermarket

Local Resources

Director of Fleet Management
Bryan St. Eve

Finance Manager
Phil Bevel

Fleet Strategy Manager
Craig Ternes

Fleet Operations Center

Vehicle Acquisition Team

License & Title Team

National Service Department

Risk Management Team

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OPERATING EXPENSES *Maintenance*

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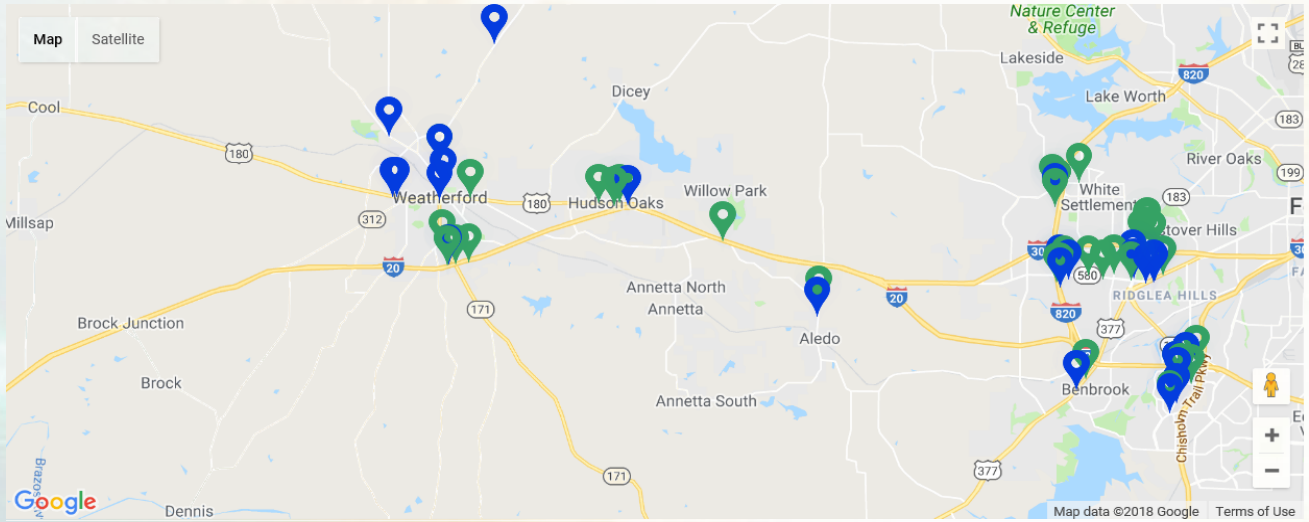
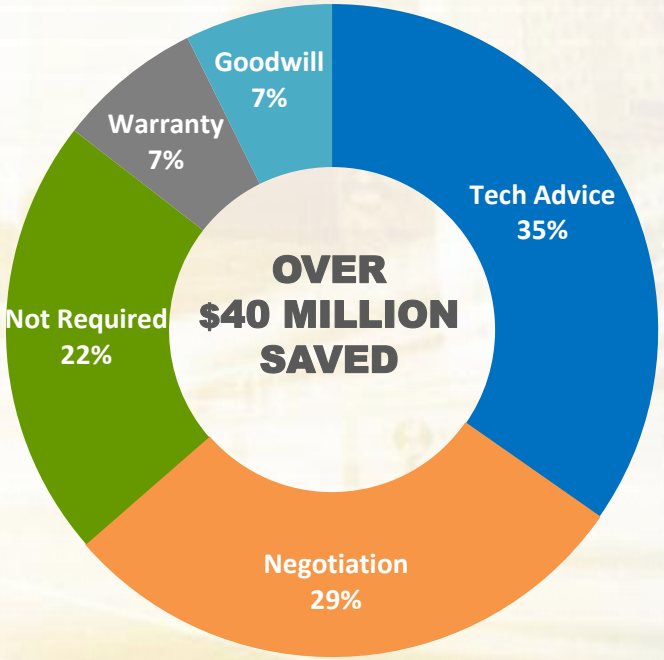
89 MAINTENANCE AND REPAIR LOCATIONS FOUND.

LOCATIONS PREFERENCE: Preferred Service Other Locations





Enterprise National Service Department

- 200 Employees with over 1,100 total ASE certifications
- 400,000+ vehicles under management on this program
- $40.8 million in customer savings in 2016
- $3.5 million in post warranty/goodwill refunded to our customers in 2017
- Add any shop to our Auto Integrate Program

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VEHICLE DISPOSAL

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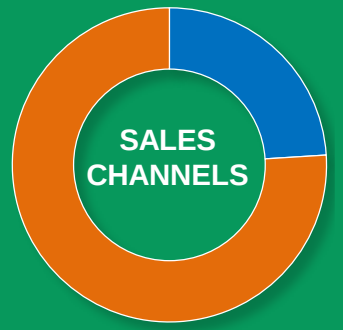
700 DEDICATED REMARKETING EMPLOYEES

150 REMARKETING LOTS IN NORTH AMERICA

IN 2017, ENTERPRISE **SOLD OVER 1,100,000** VEHICLES.



AUCTION 15%

DIRECT TO DEALER 85%

19,000+ UNIQUE BUYERS

COMMERCIAL SALES EXCEEDED AT AN AVERAGE OF **110.4% OVER AUCTION**

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RESOURCES

Fleet Technology

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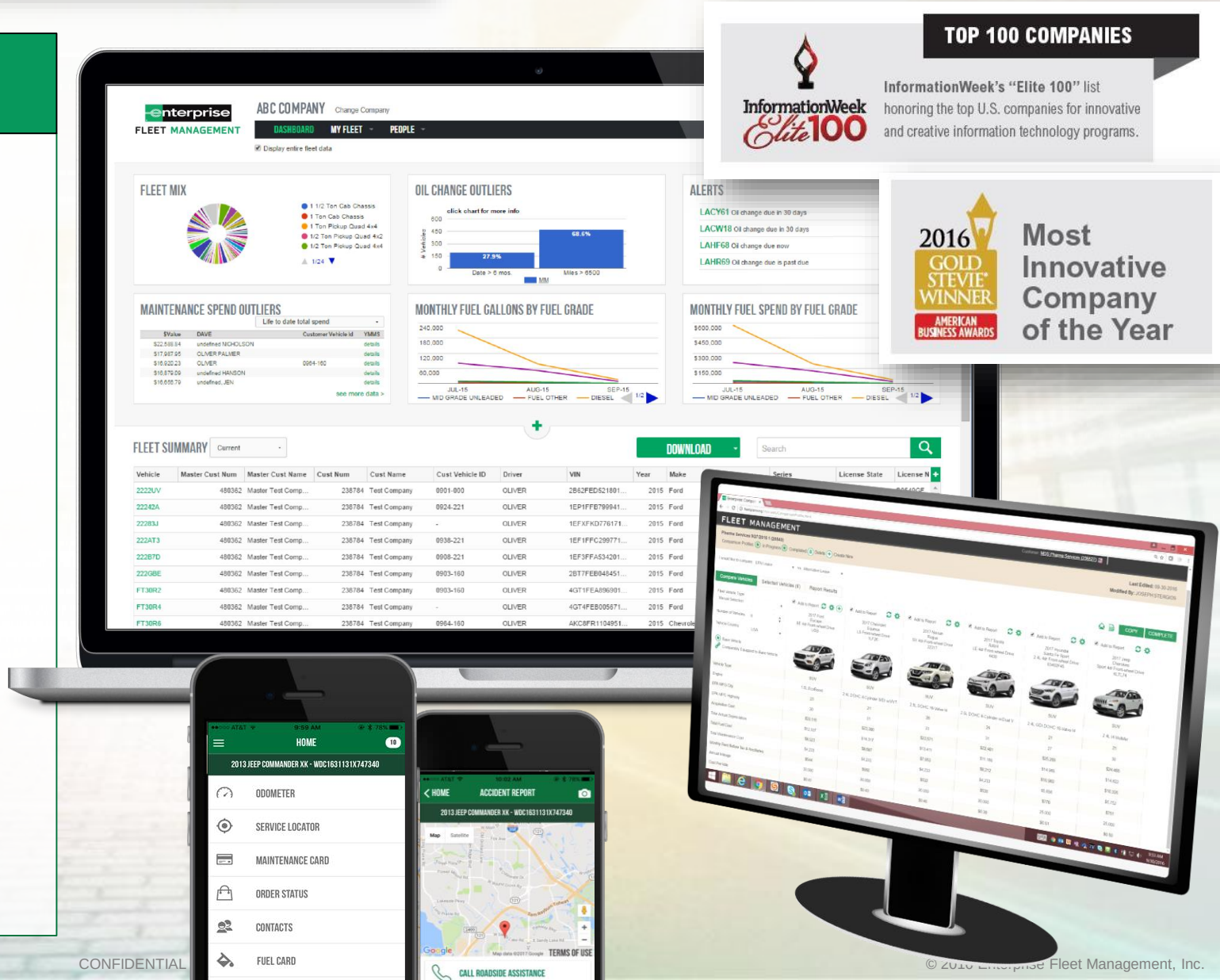
Client Website

- Visibility and tracking of vehicle data
- Customized dashboards with easy reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors
- Self-service features including *driver changes, vehicle descriptors, mileage information and more*
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization



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Non-Emergency Response Replacement Plan

Willow Park - Fleet Profile

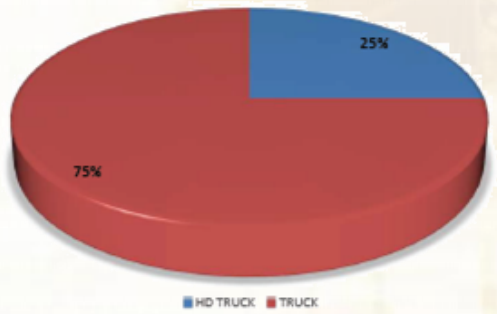
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	Under-Utilized
1/2 Ton Pickup Reg 4x2	2	10.0	12,600	1	1	0	0	0
1/2 Ton Pickup Ext 4x2	1	7.5	14,000	1	0	0	0	0
1/2 Ton Pickup Ext 4x4	1	7.5	12,500	0	1	0	0	0
1/2 Ton Pickup Quad 4x2	2	11.6	12,900	2	0	0	0	0
3/4 Ton Pickup Reg 4x2	1	15.7	6,600	1	0	0	0	0
3/4 Ton Pickup Quad 4x2	1	12.6	8,700	1	0	0	0	0
Compact Pickup	1	13.6	7,500	1	0	0	0	0
Compact Pickup Ext 4x2	1	0.0		0	0	0	0	0
Totals/Averages	10	10.0	10,000	8	2	0	0	0

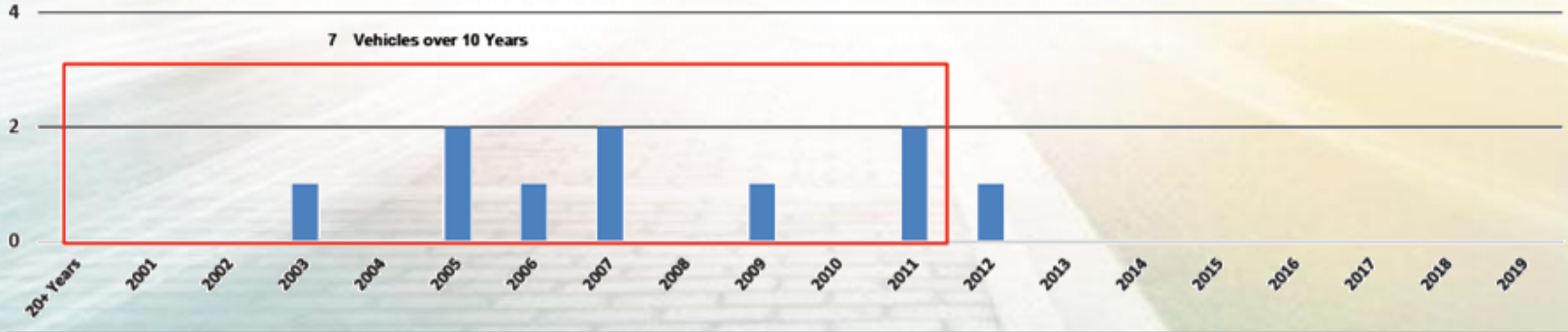
Replacement Criteria

* Fiscal Year 2019 = 8 years old and older, or odometer over 100,000
* Fiscal Year 2020 = 6 years old and older, or odometer over 100,000
* Fiscal Year 2021 = 4 years old and older, or odometer over 60,000
* Fiscal Year 2022 = Remaining Vehicles
* Underutilized = Annual Mileage less than 2,600

Vehicle Types



Model Year Analysis



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Emergency Response Replacement Plan

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Willow Park- ERV - Fleet Profile

Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Full-size Sedan	5	5.5	13,100
Full Size SUV 4x2	6	2.8	5,000
Full Size SUV 4x4	1	11.6	4,200
1/2 Ton Pickup Quad 4x4	3	6.5	7,000
Totals/Averages	15	5.0	8,000

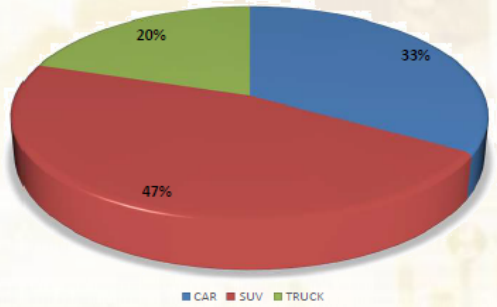
Fleet Replacement Schedule

2019	2020	2021	2022	2023	Under-Utilized
2	1	1	0	0	0
0	0	2	2	2	0
1	0	0	0	0	0
1	2	0	0	0	0
4	3	3	2	2	1

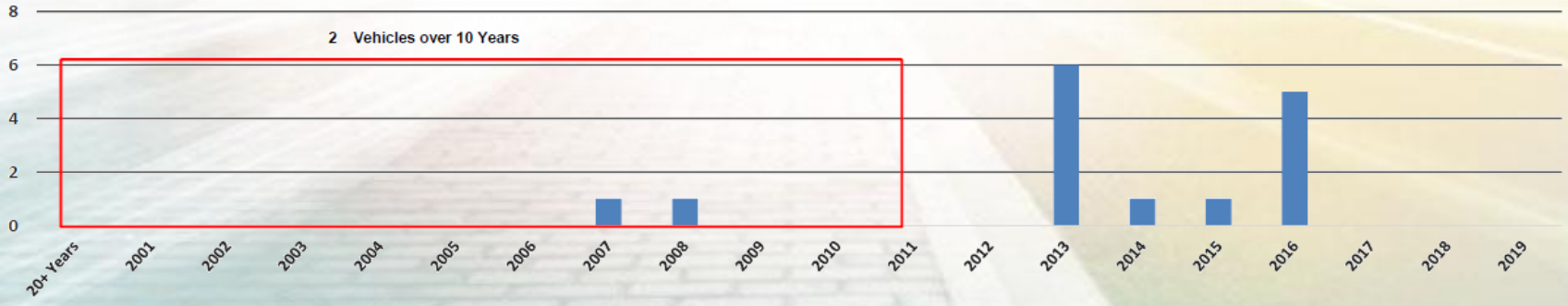
Replacement Criteria

* Fiscal Year 2019 = 7 years old and older, or odometer over 100,000
* Fiscal Year 2020 = 8 years old and older, or odometer over 80,000
* Fiscal Year 2021 = 6 years old and older, or odometer over 60,000
* Fiscal Year 2022 = 4 years old and older, or odometer over 30,000
* Fiscal Year 2023 = Remaining Vehicles
* Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



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5 YEAR REPLACEMENT PLAN

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	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23
	Year 1	Year 2	Year 3	Year 4	Year 5
Accumulative Quantity of Leased Vehicles	13	18	21	23	25
Equity in Owned Vehicles to Replace	$ (37,800)	$ (29,000)	$ (30,500)	$ (21,200)	$ (21,700)
Accumulated Annual Payment	$ 95,796	$ 138,495	$ 170,809	$ 192,957	$ 215,104
Upfront Aftermarket	$ 33,346	$ 20,076	$ 33,346	$ 26,540	$ 26,540
Equity at Term					$ (77,009)
Net Cash After Equity	$ 91,342	$ 129,571	$ 173,654	$ 198,296	$ 142,934

* Year 1 includes 1 Growth Vehicle & 12 Replacments

**Model excludes medium duty vehicles, replacement timeline TBD

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MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: _____

By: _____

Title: _____

Address: _____
_____
_____

Date Signed: _____, _____

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

By: _____

Title: _____

Address: _____
_____
_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2018	Administrative	A. Smith

AGENDA ITEM:

1. To consider and take action on Ordinance 775-18, an ordinance authorizing and allowing restricted prior service credit to employees for service performed for various public entities for which they have not received credit with the Texas Municipal Retirement System.

BACKGROUND:

Establishing Restricted Prior Service Credit helps employees reach vesting and retirement eligibility sooner. Only the employees service **TIME** is counted under RPSC. You do not receive any monetary credit (no buyback is involved).

To be eligible to get Restricted Prior Service Credit, the city must offer this option. RSPC may be established if you have previous full-time employment with any of these entities:

- A public authority or agency created by the U.S. government
- A U.S. state or territorial government
- Any political subdivision of any state in the U.S.
- Any public agency or authority created by a state or territory of the U.S.
- Any law enforcement entity that employed you as a college campus security employee at a Texas institution of higher education
- Any of the Statewide Proportionate Retirement Systems (See 1) in which you have refunded your account

Restricted Prior Service is time credit for previous full-time, paid, public work *anywhere* in the U.S. (including military service). It may also be used for reinstating forfeited time from another TMRS city or participating Texas retirement system. Restricted Prior Service Credit has NO monetary value and is an optional provision that may be adopted by your city. **There is no limit on Restricted Prior Service granted but Military Service Credit has a limit of 60 months.**

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval

CITY OF WILLOW PARK, TEXAS
ORDINANCE 775-18

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK , TEXAS:

Section 1. Authorization of Restricted Prior Service Credit.

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

Section 2. This ordinance shall become effective on the first day of September, 2018.

PASSED AND APPROVED this the 14th day of August, 2018.

ATTEST: **APPROVED:**

_____ _____

Alicia Smith TRMC, City Secretary Doyle Moss,Mayor

The Willow Park City Council in acting on Ordinance No. 775-18, did on the 14th day of August, 2018 vote as follows:

	FOR	AGAINST	ABSTAIN
Doyle Moss, Mayor	____	____	____
Norman Hogue, Place 1	____	____	____
Amy Fennell, Place 2	____	____	____
Greg Runnebaum, Place 3	____	____	____
Lea Young, Place 4	____	____	____
Gary McKaughan, Place 5	____	____	____

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2018	Legislative	A. Smith

AGENDA ITEM:
Approve Alcohol Permits & Fees Policy

BACKGROUND:
State of Texas Alcoholic Beverage Code:
Sec. 11.38. LOCAL FEE AUTHORIZED. (a) The governing body of a city or town may levy and collect a fee not to exceed one-half the state fee for each permit issued for premises located within the city or town. The commissioners court of a county may levy and collect a fee equal to one-half of the state fee for each permit issued for premises located within the county.

Alcohol Permit Fee collections is authorized by state law and does not have to be authorized by Ordinance.

With an influx of incoming businesses there is a need to have a policy in place with regards to issuing alcohol permits and the fees The City charges to issue those permits.

As is stated above The City MAY charge up to half of the fees (fees only, not surcharges) that the State of Texas charges for a permit. We can charge less than half or cap the charges at a certain amount.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends adopting this policy. _____

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	$
	Source of Funding	$

8/10/2018

City of Willow Park

Alcohol Permits Policy

Section I: Permit Processing

The Office of the City Secretary processes State and Local Alcohol applications and permits to allow alcohol sales within the City of Willow Park ensuring compliance with all local ordinances and regulations. The city's process takes approximately five to seven working days

Businesses must apply for a Late Hours permit with the Texas Alcoholic Beverage Commission (TABC) as well as the City of Willow Park and comply with the notice and publication requirements of the State of Texas before being allowed to observe the late hours.

Section II: Obtaining an Alcohol Permit

The Office of the City Secretary processes applications and permits to allow alcohol sales within the City of Willow Park ensuring compliance with all local ordinances and regulations. The city's process takes approximately 1 to 2 weeks and the permits are processed in the order in which they are received. Applicants must also apply for a permit through the Texas Alcoholic Beverage Commission (TABC).

Send any questions you may have regarding alcohol permits to the City Secretary's office.

New permits must be submitted with the following information:

- City of Willow Park Application for Alcoholic Beverage Permit (PDF)
- Completed application from the TABC
- Certificate of Occupancy Number issued by the City of Willow Park for existing businesses changing owners or an Approved Building Permit for new business who are opening for the first time.
- Required fees (fees are listed on the City of Willow Park application) **Payment via check is the only form of payment currently accepted.**
  Note: Incomplete application packages will not be accepted under any circumstances.

Renewal permits must be submitted with the following information:

- City of Willow Park Application for Alcoholic Beverage Permit (PDF)

- Copy of your current TABC license
- Required Fees (fees are listed on the City of Willow Park application) **Payment via check is the only form of payment currently accepted.**
  Note: Incomplete application packages will not be accepted under any circumstances.

Temporary Permits

If you are holding a special event, you may need to apply for a temporary permit. Before applying for your temporary alcohol permit, please check with the Development Department to ensure that you have the correct permits. You will also need to check with the local TABC office listed below to ensure compliance.

Temporary permits must be submitted with the following:

- Completed City of Willow Park-Temporary Alcohol Permit Application
- Location map indicating where beverages will be served during the event
- Permission letter from the property owner (if required)
- Required fees ($25 a day) **Payment via check is the only form of payment currently accepted.**

Section III: Fees

The City of Willow Park Alcohol Permit Fee List is below.

State of Texas Alcoholic Beverage Code:

Sec. 11.38. LOCAL FEE AUTHORIZED. (a) The governing body of a city or town may levy and collect a fee not to exceed one-half the state fee for each permit issued for premises located within the city or town. The commissioners court of a county may levy and collect a fee equal to one-half of the state fee for each permit issued for premises located within the county. Those authorities may not levy or collect any other fee or tax from the permittee except general ad valorem taxes, the hotel occupancy tax levied under Chapter 351, Tax Code, and the local sales and use tax levied under Chapter 321, Tax Code.

(d) The following are exempt from the fee authorized in this section:

(1) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private

club registration, local cartage, storage, and temporary wine and beer retailer's permits;

(2) A wine and beer retailer's permit issued for a dining, buffet, or club car; and

(3) A mixed beverage permit during the three-year period following the issuance of the permit.

Texas Alcoholic Beverage Commission
Licensing Division

2225 E Randol Mill Road
Suite 200
Arlington, TX 76011
Phone: 817-652-5912
Fax: 817-607-2492

CITY OF WILLOW PARK
ALCOHOLIC BEVERAGE PERMIT
FEES CHART

Permits/Fees:

- ☐ A-Agent's Permit - $0
- ☐ AW-Agent's Manufacturing Warehousing Permit - $0
- ☐ B-Brewer's Permit - $1500
- ☐ BA-Manufacturer's License - $375
- ☐ BB-General Distributor's License - $300
- ☐ BC-Branch Distributor's License - $75
- ☐ BD-Local Distributor's License - $75
- ☐ BE- Beer Retailers On-Premise Permit - $150
- ☐ BF-Beer Retailer's Off Premise License - $60
- ☐ BG- Wine and Beer Retailer's Permit - $175
- ☐ BI-Importer's License - $20
- ☐ BJ-Importer's Carrier's License - $20
- ☐ BK-Agent's Beer License - $0
- ☐ BL- Retail Dealer's On-Premise Late Hours Permit - $250
- ☐ BP -Brewpub License - $500
- ☐ BQ-Wine and Beer Retailer's Off Premise Permit - $60
- ☐ BS-Nonresident Manufacturer's License - $0
- ☐ CB-Caterer's Permit - $500
- ☐ D-Distiller's & Rectifier's Permit - $1500
- ☐ DA-Brewer's Self-Distribution Permit - $250
- ☐ DB-Manufacturer's Self-Distribution License - $250
- ☐ DK-Distiller's Agent's Permit - $10
- ☐ DS-Direct Shipper's Permit - $75
- ☐ ET-Local Cartage Transfer Permit - $0
- ☐ FC-Forwarding Center Authority - $1000
- ☐ G-Winery Permit - $75
- ☐ J-Bonded Warehouse Permit - $150
- ☐ LB-Mixed Beverage Late Night Hours - $150
- ☐ LI-Local Industrial Alcohol Manufacturer's Permit - $100
- ☐ LP-Local Distributor's Permit - $100
- ☐ LX-Local Class Wholesaler's Permit - $75
- ☐ MB-Mixed Beverage Permit (Year 1-3 $0.00)
- ☐ MB-Mixed Beverage Permit (Year 4 + $750)
- ☐ MI-Minibar Permit (Year 1-2 $1,000.00)
- ☐ MI-Minibar Permit (Year 3 + $750)
- ☐ MR-Market Research Packager's Permit - $100
- ☐ MW-Manufacturer's Warehouse License - $300
- ☐ P-Package Store Permit - $500
- ☐ PE-Beverage Cartage Permit - $20
- ☐ PR-Promotional Permit - $0
- ☐ PS-Package Store Tasting Permit - $25
- ☐ Q-Wine Only Package Store - $75

CITY OF WILLOW PARK
ALCOHOLIC BEVERAGE PERMIT
FEES CHART

Permits/Fees: (continued)

- ☐ RM-Mixed Beverage Restaurant Permit With Food & Beverage Certificate (Year 1-3 $0.00)
- ☐ RM-Mixed Beverage Restaurant Permit With Food & Beverage Certificate (Year 4 + $750)
- ☐ S-Nonresident Seller's Permit - $150
- ☐ T-Manufacturer's Agent's Permit - $10
- ☐ U-Nonresident Brewer's Permit - $1500
- ☐ W-Wholesaler's Permit - $1875
- ☐ X-General Class B Wholesaler's Permit - $300
- ☐ _____ _____ $_____

(TABC CODE) DESCRIPTION FEE AMOUNT

Fees for permits not listed here are equal to 1/2 of the state fee, as allowed by Texas Alcoholic Beverage Code, Sec 11.38

OFFICE USE ONLY

Received on_____
By_____
Fees $_____
FOP _____

CITY OF WILLOW PARK
ALCOHOLIC BEVERAGE PERMIT APPLICATION

Date: _____ Business Known As: _____
(Name of Business As You Would Like It to Appear On the Permit)

Applicant Name: _____ Phone: _____
(Name of person authorized to apply for permit/or permit service)

Applicant's Address: _____

Applicant's Email: _____

Owner's Name: _____ Phone: _____
(Legal Owner of the business)

Owner's Address:_____ Owner's Email:_____

Business Address: _____
(Location of the Business)

Legal Description: Lot _____ Block _____ Subdivision _____

Placard/Permit Mailed To: Applicant ____ Owner____ Business____ **(Please Check One)**

Willow Park Local Alcohol Permit Number(s): _____ **(For Annual Renewals Only)**

Application is for:
- ☐ Original/New Permit (Certificate of Occupancy Needed)
- ☐ Renewal Permit (Copy of Current TABC License Needed)

Type of Permit(s): _____ (See List of Permits on Page 2/3)
Total Fee(s): $_____ (See List of Fees on Page 2/3)

Application completed by:

Completed applications should be filed with the Office of the City Secretary, at City of Willow Park, 516 Ranch House Rd, Willow Park, Texas 76087 or mailed to the same address. Applications/instructions and additional information are available online at: http://willowpark.hosted.civiclive.com/government/city_hall/city_secretary

CITY OF WILLOW PARK
ALCOHOLIC BEVERAGE PERMIT
APPLICATION

Permits/Fees:

- ☐ A-Agent's Permit - $0
- ☐ AW-Agent's Manufacturing Warehousing Permit - $0
- ☐ B-Brewer's Permit - $1500
- ☐ BA-Manufacturer's License - $375
- ☐ BB-General Distributor's License - $300
- ☐ BC-Branch Distributor's License - $75
- ☐ BD-Local Distributor's License - $75
- ☐ BE- Beer Retailers On-Premise Permit - $150
- ☐ BF-Beer Retailer's Off Premise License - $60
- ☐ BG- Wine and Beer Retailer's Permit - $175
- ☐ BI-Importer's License - $20
- ☐ BJ-Importer's Carrier's License - $20
- ☐ BK-Agent's Beer License - $0
- ☐ BL- Retail Dealer's On-Premise Late Hours Permit - $250
- ☐ BP -Brewpub License - $500
- ☐ BQ-Wine and Beer Retailer's Off Premise Permit - $60
- ☐ BS-Nonresident Manufacturer's License - $0
- ☐ CB-Caterer's Permit - $500
- ☐ D-Distiller's & Rectifier's Permit - $1500
- ☐ DA-Brewer's Self-Distribution Permit - $250
- ☐ DB-Manufacturer's Self-Distribution License - $250
- ☐ DK-Distiller's Agent's Permit - $10
- ☐ DS-Direct Shipper's Permit - $75
- ☐ ET-Local Cartage Transfer Permit - $0
- ☐ FC-Forwarding Center Authority - $1000
- ☐ G-Winery Permit - $75
- ☐ J-Bonded Warehouse Permit - $150
- ☐ LB-Mixed Beverage Late Night Hours - $150
- ☐ LI-Local Industrial Alcohol Manufacturer's Permit - $100
- ☐ LP-Local Distributor's Permit - $100
- ☐ LX-Local Class Wholesaler's Permit - $75
- ☐ MB-Mixed Beverage Permit (Year 1-3 $0.00)
- ☐ MB-Mixed Beverage Permit (Year 4 + $750)
- ☐ MI-Minibar Permit (Year 1-2 $1,000.00)
- ☐ MI-Minibar Permit (Year 3 + $750)
- ☐ MR-Market Research Packager's Permit - $100
- ☐ MW-Manufacturer's Warehouse License - $300
- ☐ P-Package Store Permit - $500
- ☐ PE-Beverage Cartage Permit - $20
- ☐ PR-Promotional Permit - $0
- ☐ PS-Package Store Tasting Permit - $25
- ☐ Q-Wine Only Package Store - $75

CITY OF WILLOW PARK
ALCOHOLIC BEVERAGE PERMIT APPLICATION

Permits/Fees: (continued)

- ☐ RM-Mixed Beverage Restaurant Permit With Food & Beverage Certificate (Year 1-3 $0.00)
- ☐ RM-Mixed Beverage Restaurant Permit With Food & Beverage Certificate (Year 4 + $750)
- ☐ S-Nonresident Seller's Permit - $150
- ☐ T-Manufacturer's Agent's Permit - $10
- ☐ U-Nonresident Brewer's Permit - $1500
- ☐ W-Wholesaler's Permit - $1875
- ☐ X-General Class B Wholesaler's Permit - $300
- ☐ _____ _____ $_____

(TABC CODE) DESCRIPTION FEE AMOUNT

Fees for permits not listed here are equal to 1/2 of the state fee, as allowed by Texas Alcoholic Beverage Code, Sec 11.38

OFFICE USE ONLY

_____

Received on_____

By_____

Fees $_____

FOP _____

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2018	Admin	Bryan Grimes

AGENDA ITEM:

Take action on ratifying and approving an emergency treated water supply agreement with the City of Weatherford.

BACKGROUND:

On July 26 2018, the Weatherford Municipal Utility Board authorized Weatherford staff to develop and enter into an emergency treated water supply agreement with the City of Willow Park to allow the City of Willow Park to begin its well rehabilitation / replacement program. Contract terms were developed and were acceptable to Willow Park staff and consultants. Mayor Doyle Moss signed the Agreement on August 1, 2018. This agreement requires ratification by Council.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move to ratify and approve an emergency treated water supply agreement with the City of Weatherford as presented.

EXHIBITS:

Emergency treated water supply agreement with the City of Weatherford.

EMERGENCY TREATED WATER SUPPLY AGREEMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

This Emergency Treated Water Supply Agreement (this "Agreement") is entered into by and between the **Board of Trustees of the Weatherford Municipal Utility System** ("Weatherford"), and the **City of Willow Park** (hereinafter called "Willow Park") and is entered into pursuant to the authority granted by the Local Government Code and Section 791.026 of the Government Code. Weatherford and Willow Park are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Willow Park from time-to-time, due to equipment and system failures, needs an emergency supply of water for some portion of their water system; and

WHEREAS, Willow Park has requested an emergency supply of treated water from Weatherford; and

WHEREAS, Weatherford and Willow Park desire to enter into an agreement for the emergency supply of treated water from Weatherford to Willow Park; and

WHEREAS, Weatherford and Willow Park desire to provide a point of connection between their respective public water supply systems for emergency supply; and

WHEREAS, Weatherford owns and operates an existing water line with a service connection to Willow Park's storage tank facility subject to specific metering improvements as described in this Agreement; and

WHEREAS, Weatherford and Willow Park agree that nothing in this Agreement shall be construed as providing a continuing obligation to serve.

NOW THEREFORE, Weatherford and Willow Park, for and in consideration of the terms, covenants, and conditions contained in this Agreement, agree as follows:

ARTICLE I.
CONDITIONS OF SUPPLY

1.1 Emergency Condition

(a) Weatherford and Willow Park mutually agree that the intent of this Agreement is to provide a temporary emergency supply of treated potable water

when such supply is required due to equipment or facility failure, or events beyond the control of Willow Park, resulting in the inability of Willow Park to provide water supply as required by the Texas Commission on Environmental Quality (TCEQ) for a period greater than twenty-four (24) hours; or other such event as may be approved by Weatherford. The emergency connection or supply will not be made for the purpose of compensating for system deficiencies.

(b) Willow Park shall enact and enforce water restrictions that are as stringent as, or more so than, Weatherford's current drought stage at the time of emergency supply; and maintain such measures throughout the entire period of emergency supply. If Willow Park fails to meet these requirements, then Weatherford may terminate the emergency supply at Weatherford's discretion.

1.2 Emergency Water Service.

(a) In the event of an Emergency, Willow Park shall submit a request to Weatherford for Emergency Water Service at the Point of Delivery for a temporary period to assist Willow Park in responding to such Emergency. Weatherford shall provide Emergency Water Service subject to the following conditions:

(i) A good faith determination by Weatherford prior to commencement of Emergency Water Service that a bona fide Emergency exists; that delivery of Emergency Water Service to Willow Park will not endanger the public health, safety or welfare of the Weatherford's citizens and customers; and that Weatherford has sufficient water supplies available to provide Emergency Water Service in a quantity determined by Weatherford.

(ii) Emergency Water Service will be provided only for the shorter of the following periods:

1) the reasonable duration of the Emergency giving rise to the request for emergency water service;

2) the reasonable duration needed to repair damage to the water system occasioned by such Emergency;

3) the duration of Weatherford's ability to provide Emergency Water Service to Willow Park, as reasonably determined by Weatherford; or

(iii) In the event that the Emergency exceeds the shortest of the foregoing periods, Willow Park may make written request to Weatherford to continue Emergency Water Service beyond said initial period. Weatherford may continue or resume such Emergency Water Service for an additional period up to such period as Weatherford shall determine appropriate and necessary, but only if:

1) Weatherford determines in good faith that the Emergency giving rise to the initial request for Emergency Water Service has not been abated,

2) that Willow Park has exercised reasonable diligence in attempting to remove the disability giving rise to the initial request for Emergency Water Service, and

3) that Water in excess of the needs of Weatherford's customers continues to be available to provide Emergency Water Service to Willow Park.

(b) Weatherford shall provide a written response to Willow Park stating the amount of water that can be made available and the time period through which it can be made available or a denial of service, if Weatherford is not in a position to provide emergency supply at that time.

(i) Weatherford initially indicates that a water supply of up to 200,000 gallons per day (gpd) at a uniform flow rate of up to 139 gallons per minute (gpm) could be made available to Willow Park in an emergency situation.

(ii) Weatherford reserves the right to limit the amount of water available for emergency supply to protect the public health, safety or welfare of Weatherford's citizens and customers.

(iii) Weatherford reserves the right to limit the amount of water available for emergency supply should Weatherford determine that doing so is necessary to protect its water supplies.

(c) Minimum pressure at the Point of Delivery shall be 20 psi.

(d) Each party shall be responsible, before commencement of emergency service, to disinfect its own facilities per TCEQ requirements.

1.3 Commencement of Emergency Water Service. Under no Circumstances shall either Party open the valve to commence Emergency Water Service without the prior authorization of the other Party. At the election of either Party, the valve may be locked to ensure that no Water is delivered through the Point of Delivery Meter except as approved by the Parties.

ARTICLE II.
DEFINITIONS.

2.1 Definitions.

(a) *"Emergency"*: an Act of God or similar unforeseen and unpreventable catastrophic circumstance or disaster that creates a situation where either Party cannot provide water supply as required by the Texas Commission on Environmental Quality (TCEQ) for a period greater than twenty-four (24) hours; or other such event as may be approved by Weatherford.

(b) *"Emergency Water Service"*: the water supply to be provided by Weatherford to Willow Park for a temporary period only in the event of and for the duration of an Emergency pursuant to the terms and conditions more particularly set forth in this Agreement.

(c) *"Point of Delivery"*: the location at which Emergency Water Service will be made available by Weatherford to Willow Park in accordance with the terms of this Agreement. The Point of Delivery shall be as described in Exhibit A.

(d) *"Point of Delivery Meter"*: the meter installed at the Point of Delivery to be used for measuring the quantity of Emergency Water Service furnished by Weatherford to Willow Park under this Agreement.

(e) *"Volumetric Rate"*: the higher of the lowest tier retail residential water rate per 1,000 gallons charged by either Party.

(f) *"Water"*: potable water made available by Weatherford at the Point of Delivery in the event of an Emergency, which water shall meet those requirements for human consumption and other domestic uses promulgated by the Texas Department of Health, and/or the Texas Commission on Environmental Quality.

ARTICLE III.
FACILITIES.

3.1 Existing Facilities.

(a) Weatherford owns and operates an existing 8-inch water pipeline located within the Ranch House Road right-of-way. An existing 8-inch service tap is available for use, however the existing meter facility shall be replaced as provided for in this Agreement.

(b) Willow Park owns and operates a ground storage tank and pump station at the Point of Delivery.

3.2 Proposed Facilities. This Agreement stipulates that to activate the existing interconnection, new metering facilities must be constructed, including a new 4-inch SENSUS Omni Compound water meter with radio to connect to Weatherford's Automated Metering System, and a new meter box/vault. If necessary to control the rate of flow, appropriate valves and/or appurtenances shall be installed to do so.

(a) The cost of purchasing and installing the meter facilities, and flow control valves and appurtenances, shall be borne by Willow Park.

(b) Willow Park requests that Weatherford purchase and install the metering facility, and Willow Park will pay Weatherford's costs for setting the meter. Such costs shall include direct and indirect costs of material, labor, equipment any other expenses that are reasonably incurred. Indirect cost allocation will be according to standard indirect costs established in Weatherford's current accounting records.

3.3 General. After the completion of construction of the Proposed Facilities, the Parties agree that a physical interconnect will remain in place between the water systems of Weatherford and Willow Park, except as may be provided for following Termination of this Agreement. The Parties agree that such interconnect shall remain physically closed except as authorized hereafter during emergency conditions.

3.4 Design, Ownership, Operation and Maintenance of Facilities.

(a) Each Party shall own, operate and maintain all water system improvements, facilities, equipment and appurtenances located on its respective side of the Point of Delivery in accordance with its own maintenance and replacement schedules and standards. All such costs and expenses of operation, maintenance, repair and replacement of each Party's water system shall be paid by the Party, and the other Party shall have no responsibility for any such costs or expenses, except as provided for herein.

(b) Each Party shall be solely responsible for design and construction of such improvements to its water system as are necessary for the safe and efficient receipt, transportation, storage and distribution of Emergency Water Service received from another Party at the Point of Delivery. No Party shall be responsible for any costs of another Party related thereto, nor shall any Party be liable for damages to the another Party's water system or to the water facilities of another Party's customers arising from the distribution of Water received at the Point of Delivery hereunder.

(c) The design of the interconnect shall be according to minimum TCEQ requirements for an emergency supply interconnect. Willow Park shall notify the TCEQ of the emergency immediately upon occurrence.

3.5 Meter Reading. Weatherford shall operate, maintain and read the Point of Delivery Meter to record all Water delivered under this Agreement. Weatherford shall keep records of all measurements of Water delivered to Willow Park through the Point of Delivery as recorded by the Point of Delivery Meter.

3.6 Meter Testing. Either Party may request that the meter be tested to ensure accuracy, and the cost of such testing shall be borne by the Party that made such request.

(a) If, as a result of any test, the Point of Delivery Meter is found to be registering inaccurately (more than 5% higher or lower than calibrated volumes), the readings of the meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon.

(b) If the Point of Delivery Meter is out of service or in need of repair such that the amount of Water delivered cannot be ascertained or computed from the reading thereof, the Water delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Parties based upon the basis of the best data available. If the Parties fail to agree on the amount of Water delivered during such inoperable period, the amount of Water delivered may be estimated by:

(i) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(c) If a Point of Delivery Meter is consistently registering inaccurately, the Party owning and installing the meter shall repair, replace or rehabilitate the meter, as determined by such, and all costs related thereto shall be borne by said Party.

ARTICLE IV.
RATES AND CHARGES

4.1 Connection Fee. Weatherford shall not charge a connection fee to Willow Park for the provision of Emergency Water Service under this Agreement.

4.2 Volumetric Rate. Willow Park shall pay to Weatherford the Volumetric Rate for all Water delivered through the Point of Delivery Meter for Emergency Water Service. The volumetric rate shall be as defined in Section 2.1.

4.3 Additional Volumetric Charge. In addition to the Volumetric Rate, Willow Park shall pay to Weatherford an amount equivalent to the Tarrant Regional Water District out-of-district rate for all Water delivered through the Point of Delivery Meter for Emergency Water Service. Provided though, that after completion of all Emergency Water Service, should the water elevation in Lake Weatherford rise back up to 896.00 feet such that Lake Weatherford is completely full, and doing so before Weatherford purchases any water from Tarrant Regional Water District under any of Weatherford's contracts for raw water, then the additional volumetric charge shall be returned to Willow Park. However, if after completion of all Emergency Water Service, should Weatherford purchase water from

Tarrant Regional Water District before Lake Weatherford rises back up to elevation 896.00, then Weatherford shall retain the additional volumetric charge as compensation.

4.4 Payment Terms. Weatherford shall, either upon completion of Emergency Water Service or at the end of each month, submit to Willow Park an itemized statement of the amount of Emergency Water Service furnished, as measured at the Point of Delivery Meter, and a statement of the payment due for such services. The statement shall specify a due date, which date shall not be less than fifteen (15) days after the date of the statement. The statement shall be paid on or before the due date.

4.5 Late Payment. In the event that the Requesting Party fails to make timely payment in full by the due date, then the Providing Party shall furnish a late notice to the Requesting Party. If the Requesting Party does not provide payment within fifteen (15) days of receipt of the late notice, then the Requesting Party shall pay a late payment charge of two percent (2%) of the amount of the statement for each calendar month or fraction thereof that the statement remains unpaid; provided, however, that such rate shall never be usurious or exceed the maximum rate permitted by law.

4.6 Non Payment. If any Party remains delinquent in any payments due hereunder for a period of sixty (60) days, then the Party due payment may exercise any legal right or remedy to which it is entitled, including, but not limited to, termination of the Agreement.

ARTICLE V.
REMEDIES

5.1 General. If any Party fails to comply with its obligations in accordance with the notice and opportunity to cure provisions set forth in this Article, any other Party shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other Party or Parties for all costs actually incurred in pursuing such remedies, including reasonable attorneys' fees, and for any penalties or fines as a result of the failure to comply with the terms.

5.2 Disputed Payment. If Willow Park at any time disputes the amount to be paid to Weatherford, Willow Park shall nevertheless promptly make the disputed payment or payments, but shall thereafter have the right to seek a determination whether the amount charged by Weatherford is in accordance with the terms of this Agreement.

5.3 Notice and Opportunity to Cure. If any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party or Parties (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of

Exhibit A
Map of Point of Delivery

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
August 14, 2018	Admin	Bryan Grimes

AGENDA ITEM:

Discuss and take action on an addendum to current Parker County ILA to perform road work and construction on Buena Vista Drive from Live Oak to Emsley Drive.

BACKGROUND:

The City of Willow Park has an existing Inter-Local Agreement with Parker County for street and road work and construction. This addendum includes an additional section of work on Buena Vista Drive. This section of Buena Vista Drive is in extreme disrepair and requires improvements needed to maintain the usefulness of the street.

Cost of the project is estimated at $40,000 and will paid out of reserve funds

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STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move to accept the addendum to the current Parker County ILA to perform road and street work and construction on Buena Vista Drive from Live Oak to Emsley Drive.

EXHIBITS:

Parker County Addendum

ADDENDUM TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR SERVICE

This ADDENDUM TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR SERVICE is intended to amend a prior written Contract between Parker County, Texas (hereinafter referred to as "**COUNTY**") and the City of Willow Park (hereinafter referred to as "**CITY**") previously executed on behalf of the **COUNTY** on **June 26, 2017** and previously executed on behalf of the **CITY** on **June 26, 2017.**

I.

In accordance with the attached Contract, both the **COUNTY** and **CITY** agree and otherwise covenant with each other as to the following:

For purposes of providing assistance to **CITY** by the **COUNTY** for the repair of the approximately 1,848 linear feet (0.35 mile) for the following roadways:

Location	Description of work being performed	Cost
Buena Vista Drive	**Road repair and resurface options**	**$10,000.00**
Approx 4,312 sq. yd.	***(Labor and Equipment Only)***	
LABOR AND EQUIPMENT TOTAL		**$10,000.00**

The assistance to be provided above shall include: Labor and equipment needed to reclaim existing road bed, prep for prime and paving. Pave with a 2' compacted HMAC.

Furthermore, the **COUNTY** will deliver all materials and the **CITY** will pay directly to vendors: AEP Prime Oil – Approximately 1300 gallons, and HMAC – Approximately 500 tons. The **CITY** will pay the Vendors direct for all materials (Estimated $29,500). The **CITY** shall reimburse the **County** for all labor and equipment.

II.

Any and all work to be performed by **COUNTY** for the benefit of **CITY** for the road repairs enumerated above shall be provided by the County Commissioner of Precinct Four (4) of Parker County, Texas, and his road crew of that precinct.

III.

All other obligations between **COUNTY** and **CITY** not otherwise amended by the Addendum shall continue in force and in effect.

IV.

The County Commissioner of Precinct Four (4) is designated as the agent for the **COUNTY** in regard to the road repair otherwise described in accordance with this Addendum.

V.

It is agreed between the **COUNTY** and **CITY** that in exchange for the work to be performed as described in the enumerated item number I above, the **CITY** shall pay to the **COUNTY A TOTAL SUM, AND NOT TO EXCEED, TEN THOUSAND DOLLARS, and NO/100 cents, ($10,000.00)** Said payment shall be made in accordance with the original Contract between the **COUNTY** and **CITY**.

VI.

It is further understood and agreed by and between the **COUNTY** and **CITY** that the execution of same by the current County Judge of Parker County, Texas, and by the current Mayor of the City of Willow Park, shall constitute an acknowledgement that each contracting party hereto has approved this Addendum by proper order, resolution, or ordinance by that respective governing body.

COUNTY OF PARKER

_____

County Judge

Date: _____

_____

COMMISSIONER, PRECINCT FOUR

Date: _____

Attest:

_____

County Clerk, Parker County

_____

COUNTY ATTORNEY

CITY OF WILLOW PARK

_____

Authorized City Official

Date: _____

Attest:

_____

City Secretary

***By law, the County Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel. ***

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
8-14-18	Development Services	Bernie Parker

AGENDA ITEM:

Discussion/ Action: To discuss or take action on approving an Agreement for Construction Materials Testing Services with D&S Engineering Labs for the Willow Park Public Safety Building. (BP)

BACKGROUND:

Testing is required for the Public Safety Building. This is not included in the general contractor's scope of work.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	$

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
8-14-18	Development Services	Bernie Parker

AGENDA ITEM:

Discussion/ Action: To consider and take action on the authorization of City Staff to dispose of Playground Equipment. (BP)

BACKGROUND:

Construction of the New Public Safety Building required the playground equipment and supporting structures be removed from Cross Timbers Park.

As a result of the removal and the condition of the playground equipment the ability to reassemble the playground equipment at another location within the city is unattainable. The equipment would not meet state and safety requirements. Staff recommends the disposal of the equipment.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	$