



Monday, May 18, 2026  
City Council Meeting

City Council Chambers  
3815-B Sachse Road  
6:30 PM

City Council meetings are available live and on-demand (<https://sachsetx.swagit.com/live>).

The City of Sachse reserves the right to reconvene, recess, or realign the meeting, called Executive Session, or order of business at any time prior to adjournment.

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the meeting for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

### A. Meeting Opening

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1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Monday, May 18, 2026, at 6:30 PM to consider the following items of business:
2. Invocation and Pledges of Allegiance.
3. Administer the Oath of Office to the recently elected official.
4. Consider approving the May 12, 2026, special meeting minutes.

### B. Recognition

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1. Present a proclamation recognizing Emergency Medical Services (EMS) Week.
2. Present a proclamation recognizing National Public Works Week.

### C. Public Comment

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The public is invited to address Council regarding any topic not already on the agenda for action or public hearing. **Comments regarding the Consent Agenda or any discussion-only items on the agenda shall be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card shall be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

### D. Council/Staff Reports and Updates

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1. Report on Public Comment from the May 4, 2026, City Council meetings.
2. Mayor and City Council announcements regarding special events, current activities, and local achievements.

### E. Consent Agenda

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Consent Agenda items are routine or administrative in nature, have been discussed previously at a Council meeting, and/or do not warrant discussion. Council will act upon these items with one motion. There will be no separate discussion of these items unless a Councilmember requests the item be removed from the consent agenda. **If you have comments related to items on the Consent Agenda, please address them in the Public Comment section of the meeting.**

1. Approve the May 4, 2026, meeting minutes.
2. Approve a master lease agreement, a maintenance agreement, and other instruments related thereto with Enterprise Fleet Management Trust/Enterprise Fleet Management Inc. for fleet management services for the

City of Sachse.

3. Authorize the City Manager to execute and award the construction contract for Old Ben Davis Road (R-25-02) to Vlex Construction, LLC, in the amount not to exceed Three Hundred Seventy-Eight Thousand, One Hundred Fifty and No/100 Dollars (\$378,150.00).

#### **F. Action Items**

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Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card shall be given to the City Secretary prior to the start of the meeting.

1. Conduct a public hearing to consider approval of a sign variance request to allow three attached wall signs with a height greater than six feet for the GISD Multi-Program Activity Center located at 3901 Miles Road, within Sachse city limits.

#### **G. Discussion Items**

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These items are for Council and staff to discuss as needed. **Comments on Discussion Items shall be addressed in the Public Comment Section of this meeting.**

1. Receive an update from the Neighborhood Services Division.
2. Discuss and provide direction on proposed ordinance revisions for Neighborhood Services.
3. Receive the 2025 Fire-Rescue Year in Review.

#### **H. Adjournment**

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I, the undersigned authority, do hereby certify that this notice of a public meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall, on May 12, 2026, by 12 PM.

\_\_\_\_\_  
Leah K Granger, TRMC, City Secretary

\_\_\_\_\_  
Date removed

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Logan Thatcher, ADA Coordinator, via phone at 972-495-1212, via email at [lthatcher@cityofsachse.com](mailto:lthatcher@cityofsachse.com), or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

## **A. Meeting Opening**

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**Subject:** 3. Administer the Oath of Office to the recently elected official.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Procedural

Fiscal Impact None

Recommended Action Administer the Oath of Office to the recently elected official.

Goals Provide excellent government services to Sachse citizens.

### **BACKGROUND**

The City held a General Election on Saturday, May 2, 2026, to elect a Councilmember Place 3 and Councilmember Place 4. The results were canvassed at the May 12 Council special meeting. The Oath of Office is to be administered to those duly elected: Councilmember Place 3 — Frank Millsap.

Since no candidate for City Council Place 4 received more than 50% of the vote, that race will advance to a runoff election.

### **POLICY CONSIDERATIONS**

Per the City Charter and Election Code, newly elected officials shall be inducted into office at the first regular or specially called City Council meeting following the meeting in which the election is canvassed and certified.

### **RECOMMENDATION**

Administer the Oath of Office to the recently elected official.

File Attachments None
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## A. Meeting Opening

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**Subject:** 4. Consider approving the May 12, 2026, special meeting minutes.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Procedural, Action, Minutes

Fiscal Impact None

Recommended Action Approve the minutes as presented.

Goals Provide excellent government services to Sachse citizens.

### **BACKGROUND**

Minutes from the May 12, 2026, Council special meeting in which the May 2, 2026, General Election was canvassed, and the results declared official, are produced and reviewed for approval.

### **POLICY CONSIDERATIONS**

State law and Sachse's Charter require minutes to be recorded for public meetings. Section 5.05 of the City Charter also states that, "Each newly elected city council member shall be inducted into office at the first regular or specially called city council meeting following the city council meeting in which the election is canvassed and certified. Such induction into office shall be the first item of business, with consideration of approval of the minutes of the previous meeting being the second item of business."

### **RECOMMENDATION**

Approve the minutes as presented.

#### File Attachments

1. CityCouncil\_Special\_Minutes\_05.12.2026-unsigned

**CITY COUNCIL OF THE CITY OF SACHSE  
MAY 12, 2026, MEETING MINUTES**

The City Council of the City of Sachse held a regular meeting on Tuesday, May 12, 2026, at 6:00 PM at Sachse City Hall, 3815-B Sachse Road. Those present were: Mayor Jeff Bickerstaff, Mayor Pro Tem Brett Franks, Councilmember Michelle Howarth, Councilmember Frank Millsap, Councilmember Lindsay Buhler, Councilmember Matt Prestenberg.

Those absent were: Councilmember Chance Lindsey.

**A. Meeting Opening**

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1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Tuesday, May 12, 2026, at 6:00 PM to consider the following items of business:

Mayor Bickerstaff called the meeting to order at 6:00 PM.

**B. Action Items**

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Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card shall be given to the City Secretary prior to the start of the meeting.

1. Consider approving an ordinance canvassing the returns and declaring the results of the General Election held on Saturday, May 2, 2026, for the purpose of electing a Councilmember Place 3 and Councilmember Place 4; providing for an effective date.

Ms. Granger read the results of the May 2, 2026, General Election into the record.

**Councilmember Place 3**

	Early Voting In-Person	Early Voting Mail	Election Day In-Person	Early Voting Provisional	<b>Total</b>	<b>Vote %</b>
<b>Frank Millsap</b>	<b>535</b>	<b>37</b>	<b>376</b>	<b>0</b>	<b>948</b>	<b>53.23%</b>
Laura Tovar	392	38	403	0	833	46.77%
<b>Totals</b>	<b>927</b>	<b>75</b>	<b>779</b>	<b>0</b>	<b>1,781</b>	<b>100.00%</b>
Overvotes	1	0	2	0	3	
Undervotes	21	1	16	0	38	

**Councilmember Place 4**

	Early Voting In-Person	Early Voting Mail	Election Day In-Person	Early Voting Provisional	<b>Total</b>	<b>Vote %</b>
<b>Gurvinder Singh</b>	<b>448</b>	<b>20</b>	<b>360</b>	<b>0</b>	<b>828</b>	<b>45.90%</b>
<b>Tim Legh-Page</b>	<b>367</b>	<b>10</b>	<b>282</b>	<b>0</b>	<b>659</b>	<b>36.53%</b>
Alan Bell	88	34	102	0	224	12.42%
Beau Hooten	40	10	43	0	93	5.16%
<b>Totals</b>	<b>943</b>	<b>74</b>	<b>787</b>	<b>0</b>	<b>1,804</b>	<b>100.00%</b>
Overvotes	0	0	0	0	0	
Undervotes	6	2	10	0	18	

Councilmember Howarth made a motion to approve the ordinance as presented. Councilmember Buhler seconded the motion, and it carried 6 - 0. None voted against.

2. Consider approving an ordinance of the City of Sachse, Texas, ordering a Runoff Election

to be held on the 13th day of June 2026 for the purpose of electing a City Councilmember Place 4 following the inconclusive results from the May 2, 2026, General Election during which no candidate received the requisite number of votes, as set forth by Charter and by the Texas Election Code.

Mayor Pro Tem Franks made a motion to approve the ordinance as presented. Councilmember Prestenberg seconded the motion, and it carried 6 - 0. None voted against.

### **C. Adjournment**

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Mayor Bickerstaff adjourned the meeting at 6:06 PM.

\_\_\_\_\_  
Jeff Bickerstaff, Mayor

ATTEST:

\_\_\_\_\_  
Leah K Granger, TRMC, City Secretary

## **B. Recognition**

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**Subject:** 1. Present a proclamation recognizing Emergency Medical Services (EMS) Week.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Recognition

Fiscal Impact None

Recommended Action Recognize May 17–23, 2026, as National EMS Week.

Goals Meet the public safety needs of a growing citizen; student; and business population. Provide a high quality of life environment for families; individuals; businesses; and other organizations in Sachse.

### **BACKGROUND**

2026 marks the 52nd anniversary of National EMS Week. It typically features hundreds of grassroots activities coast-to-coast to raise awareness about the importance of out-of-hospital care and to thank EMS personnel for their dedication to providing life-saving skills to their communities.

Fire Chief Marty Wade and on-duty crews will receive the proclamation.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Recognize May 17–23, 2026, as National EMS Week.

File Attachments
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- |                               |
|-------------------------------|
| 1. Proclamation_EMS Week_2026 |
|-------------------------------|



# Proclamation

## City of Sachse, Texas



*Whereas*, emergency medical service is a vital public service and the members of emergency medical service (EMS) teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

*Whereas*, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

*Whereas*, EMS has grown to fill a gap by providing important, out-of-hospital care including preventative medicine, follow-up care, and access to telemedicine; and

*Whereas*, the EMS system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

*Whereas*, the members of EMS teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

*Whereas*, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating the Emergency Medical Services Week;

*Now, Therefore*, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby proclaim May 17-23, 2026, as *Emergency Medical Services Week* and celebrate the 52<sup>nd</sup> anniversary of EMS Week with the theme of “Improving Outcomes Together” encouraging the community to show their appreciation.

*In -Witness Whereof*, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas, to be affixed on this 18<sup>th</sup> day of May 2026.

Gold  
Seal




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*Jeff Bickerstaff, Mayor*

## B. Recognition

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**Subject:** 2. Present a proclamation recognizing National Public Works Week.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Recognition

Fiscal Impact None

Recommended Action Present a proclamation recognizing National Public Works Week.

Goals Provide excellent government services to Sachse citizens.

### **BACKGROUND**

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Sachse.

This infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens.

Representatives from Public Works will receive the proclamation.

### **POLICY CONSIDERATIONS**

There are no policy considerations regarding this item.

### **RECOMMENDATION**

Present a proclamation recognizing National Public Works Week.

File Attachments
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- |   |
|---|
| 1. Proclamation_National Public Works Week_2026 |
|---|



# Proclamation

## City of Sachse, Texas



*Whereas*, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Sachse; and

*Whereas*, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

*Whereas*, it is in the public interest for the citizens, civic leaders, and children in the City of Sachse to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

*Whereas*, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association with the theme “Rooted in Service, Powered by Community.”

*Now, Therefore*, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby proclaim week of May 17–23, 2026, as *National Public Works Week* in Sachse and encourage the public to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

*In -Witness Whereof*, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas, to be affixed on this 18<sup>th</sup> day of May 2026.

Gold  
Seal




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*Jeff Bickerstaff, Mayor*

## E. Consent Agenda

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**Subject:** 1. Approve the May 4, 2026, meeting minutes.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Action (Consent), Minutes

Fiscal Impact None

Recommended Action Approve the minutes as presented.

Goals

### **BACKGROUND**

Minutes from the May 4, 2026, Council regular meeting are presented for approval.

### **POLICY CONSIDERATIONS**

State law and Sachse's Charter require minutes to be recorded for public meetings.

### **RECOMMENDATION**

Approve the minutes as presented.

File Attachments
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- |  |
|--|
| 1. CityCouncil_Regular_Minutes_05.04.2026-unsigned |
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**CITY COUNCIL OF THE CITY OF SACHSE  
MAY 4, 2026, MEETING MINUTES**

The City Council of the City of Sachse held a regular meeting on Monday, May 4, 2026, at 6:30 PM at Sachse City Hall, 3815-B Sachse Road. Those present were: Mayor Jeff Bickerstaff, Mayor Pro Tem Brett Franks, Councilmember Michelle Howarth, Councilmember Frank Millsap, Councilmember Chance Lindsey, Councilmember Lindsay Buhler, Councilmember Matt Prestenberg.

**A. Meeting Opening**

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1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Monday, May 4, 2026, at 6:30 PM to consider the following items of business:

Mayor Bickerstaff called the meeting to order at 6:30 PM.

2. Invocation and Pledges of Allegiance.

Mayor Pro Tem Franks offered the invocation and Councilmember Lindsey led the pledges.

**B. Recognition**

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1. Present a proclamation recognizing National Public Service Recognition week.

Mayor Bickerstaff presented a proclamation to representatives from the City of Sachse Culture Committee in honor of National Public Service Recognition.

2. Present a proclamation recognizing Economic Development Week.

Mayor Bickerstaff presented a proclamation to Economic Director Jerod Potts and Economic Development Coordinator Denise Jolivette to recognize Economic Development Week.

3. Present a proclamation recognizing Municipal Clerk's Week.

Mayor Bickerstaff presented a proclamation to City Secretary Leah Granger in honor of Municipal Clerk's Week.

4. Recognize Addison "Reese" Bryant, recipient of the 2026 City of Sachse Scholarship.

Mayor Bickerstaff recognized Addison "Reese" Bryant as the 2026 Sachse Scholarship recipient.

**C. Public Comment**

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The public is invited to address Council regarding any topic not already on the agenda for action or public hearing. **Comments regarding the Consent Agenda or any discussion-only items on the agenda shall be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card shall be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

Sachse resident, Matthew Holboke, addressed the Council regarding taxes, Fifth Street District, and transparency.

**D. Council/Staff Reports and Updates**

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1. Report on Public Comment from the April 20, 2026, City Council meeting.

Mayor Bickerstaff addressed the question posed by Lola Smith during the Public Comment section of the April 20, 2026, City Council meeting.

"Regarding the proposed Agape Baptist Church development at 1540 Blackburn Road, City staff has confirmed that this project is currently still under review in the civil engineering and amending plat review stage, and no approvals have been granted at this time. Ms. Smith also raised concerns about deed restrictions and whether the property should have reverted to the original owner's family or to the City for park space. City Staff did not find language in the deed stating that the property would revert to the original owner's family or to the City of Sachse. Private deed restrictions are generally private legal matters between the parties involved and are not enforced by the City. The proposed use as a place of worship is permitted by right under the City's zoning regulations, and staff will continue to review this project carefully within the authority the City has."

2. Mayor and City Council announcements regarding special events, current activities, and local achievements.

Councilmember Buhler thanked those that participated in the Arbor Day cleanup on April 25. She announced that the first performance for the Summer Nights Concert series was postponed to May 15. Councilmember Prestenberg noted that the microchipping event to kick off the Safe Paws Program was a success. He also introduced Bruce, the featured pet, and encouraged people to schedule a meet-and-greet to consider adopting him. Councilmember Millsap invited everyone to attend events at the Sachse Library, such as Try a New Hobby on May 6 and the Summer Reading Kickoff event on May 29.

Ms. Nash welcomed new employees to the team: Julius Trieu, Neighborhood Services Specialist, and Taylor Yarbrough, Police Department Administrative Coordinator. She also recognized Hugo Espinoza and Brian Le for exemplifying the core value "Innovative" in their work bringing the Sachse Safe Paws program to life.

Mayor Bickerstaff announced the Farmers Market on May 9, and the second Saturday of each month, and the X-Treme Green event on May 16. The recycling and household waste collection event is moving to a new location - Heritage Park at 4408 Hudson Drive - and will be held from 8 AM to 1 PM. Check the website for details.

## **E. Consent Agenda**

Consent Agenda items are routine or administrative in nature, have been discussed previously at a Council meeting, and/or do not warrant discussion. Council will act upon these items with one motion. There will be no separate discussion of these items unless a Councilmember requests the item be removed from the consent agenda. **If you have comments related to items on the Consent Agenda, please address them in the Public Comment section of the meeting.**

1. Approve the April 20, 2026, meeting minutes.
2. Accept the monthly revenue and expenditure report for the period ending March 31, 2026.
4. Authorize the City Manager to negotiate and enter into a contract with NO-DIGTEC, LLC, for pipe bursting improvements for the West Creek Lane Pipe Bursting Project, BP-21-B02, in the amount of Six Hundred Eighty-One Thousand, Six Hundred Thirteen and No/100 Dollars (\$681,613.00).

Councilmember Prestenberg requested item number three be removed for discussion.

Councilmember Prestenberg made a motion to approve items one, two and four of the Consent

Agenda. Councilmember Buhler seconded the motion, and it carried 6 - 0. None voted against.

## **F. Action Items**

Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card shall be given to the City Secretary prior to the start of the meeting.

3. Authorize the City Manager to execute an agreement with Alman Construction Services, LP, for an amount not to exceed Two Hundred and Nine Thousand, Eight Hundred and Fourteen and No/100 Dollars (\$209,814.00) to provide the replacement of the Fire Station 1 building generator.

Councilmember Prestenberg requested this item be removed from the Consent Agenda for a couple questions.

Councilmember Prestenberg made a motion to approve the item as presented. Councilmember Lindsey seconded the motion, and it carried 6 - 0. None voted against.

1. Consider approving a resolution of the City Council of the City of Sachse, Texas, adopting the 2026 Strategic Plan; and providing for an effective date.

Paul Hoffman, The Berkley Group, presented the 2026 Strategic Plan that reflects the workshops and discussions over the last year and a half. He noted significant overlap between the goal areas, which is a good sign that departments will be engaged with each other to carry them out.

*Michelle Howarth arrived at 7:13 p.m.*

Mr. Hoffman focused on the establishment of cross-functional teams, interest in data-driven decision-making, and ensuring budget decisions are aligned with what the Council wants to accomplish. He encouraged staff to use the strategic plan to tell the City's story and help the public understand the planning process.

Councilmember Howarth made a motion to approve the Strategic Plan as presented. Councilmember Buhler seconded the motion, and it carried 6 - 1. Councilmember Millsap voted against the adoption.

2. Consider approving an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 7 "Personnel" by amending Section 7-2 "Park and Recreation Commission"; by amending 7-2(E)(1)(g) and by amending 7-2(E)(2)(c); providing for a repealing clause; providing for a severability clause; providing a savings clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); and providing for an effective date.

Mr. Whitworth provided an overview of the proposed amendments to the Ordinance related to personnel and lighting at the parks. He explained some security concerns have been identified due to several large gatherings by teens and young adults at J.K. Sachse Park. Staff recommends changing the hours of operation and adding security enhancements.

Council requested some wording be changed allowing any City staff or designated contractors be allowed in the parks after hours rather than only law enforcement and Parks and Recreation personnel. The penalty fine should also be five hundred dollars to be in line with similar ordinances.

Mayor Pro Tem Franks made a motion to approve the Ordinance with the amendments noted. Councilmember Lindsey seconded the motion, and it carried 7 - 0. None voted against.

3. Consider authorizing the City Manager to utilize Contingency Funds in an amount not to exceed Sixty-Thousand and No/100 Dollars (\$60,000.00) for the purchase and installation of lighting and security cameras to address safety concerns related to large gatherings at J.K. Sachse Park and outdoor areas around the Community Center.

This item was discussed along with the previous item.

Mayor Pro Tem Franks made a motion to approve the funding as presented. Councilmember Buhler seconded the motion, and it carried 7 - 0. None voted against.

## **G. Discussion Items**

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These items are for Council and staff to discuss as needed. **Comments on Discussion Items shall be addressed in the Public Comment Section of this meeting.**

1. Receive a briefing on the Enterprise Fleet Management program.

Ms. Rose presented an overview of how the Sachse fleet is maintained and the prospect of partnering with Enterprise Fleet Management. The goal is to reduce maintenance costs and improve cost savings. She outlined the responsibilities of the City and of Enterprise under the proposal. After discussion and clarifications, Council was interested in a formal proposal/contract be brought forward for later consideration.

2. Discuss Police Department body-worn and in-car camera options and provide direction for a future contract.

Assistant Police Chief Baxter gave an overview of a proposal to upgrade body-worn and in-car cameras and other items. Significant improvements would include GPS tracking for officers as they leave their vehicles and streamlining the redaction process for public records. He emphasized the sizable incentives the current vendor had proposed. Council was pleased to hear cost-saving measures for future budgets and increased safety for the City's officers. Staff will work with the vendor to finalize a contract and include funding in the FY 2026/2027 proposed budget.

3. Receive a briefing on the Taste of Sachse event.

Economic Director Jerod Potts presented the 2026 Taste of Sachse event that runs from May 4 through June 1. The program encourages people to shop and dine locally using a digital passport for the 19 participating businesses. Participants scan the unique QR code to "check-in" at the local shops. After patronizing and checking-in at four different participating businesses, that person will be entered into a drawing to win prizes. Mr. Potts encouraged people to drop an email to [economicdevelopment@cityofsachse.com](mailto:economicdevelopment@cityofsachse.com) noting completion of four check-ins. The first five people to post to social media using #TasteofSachse26 will also score Sachse merchandise. Check the website for additional details. <https://sachseeconomicdevelopment.com/what-we-do/taste-of-sachse/>.

4. Discuss and receive an update on the Merritt Road project.

Director of Public Works and CIP Corey Nesbit provided an update on the Merritt Road project. Right-of-way acquisition, archeological documentation, and final plans with the first round of comments are all complete. The City is awaiting completion of franchise relocation and approval from TxDOT. The final cost of the project cannot be determined until actual bid numbers are submitted. Mr. Nesbit reviewed the updated timeline with an advertisement for construction bids anticipated in fall 2026.

## H. Adjournment

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Mayor Bickerstaff adjourned the meeting at 8:57 PM.

\_\_\_\_\_  
Jeff Bickerstaff, Mayor

ATTEST:

\_\_\_\_\_  
Leah K Granger, TRMC, City Secretary

## E. Consent Agenda

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**Subject:** 2. Approve a master lease agreement, a maintenance agreement, and other instruments related thereto with Enterprise Fleet Management Trust/Enterprise Fleet Management Inc. for fleet management services for the City of Sachse.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount Benefits include freeing up more than \$400,000 in capital from the resale of existing fleet in the first year, reducing maintenance and repair expenses, and reducing fuel costs.

Budgeted Yes

Budget Source General Vehicle/Equipment Replacement Fund (VERF), Utility Vehicle/Equipment Replacement Fund (VERF), and current fleet auction proceeds.

Recommended Action Approve a master lease agreement, a maintenance agreement, and other instruments related thereto with Enterprise Fleet Management Trust/Enterprise Fleet Management Inc. for fleet management services for the City of Sachse.

Goals Provide excellent government services to Sachse citizens.  
Be a model of financial stewardship through growth management; responsible investment; and financial transparency.

### **BACKGROUND**

At the May 4 Council meeting, City of Sachse and Enterprise Fleet Management staff presented an Enterprise Fleet Management program for Council review and direction. Benefits of the program include:

- Shortening the current vehicle life cycle from 12 years to five years
- Providing a lower sustainable fleet cost that is predictable year over year
- Freeing up more than \$400,000 in capital from the resale of existing fleet in the first year
- Reducing current maintenance and fuel expense, and
- Leveraging an open-ended equity lease that recognizes equity and enables the City to maintain a healthy life cycle.

At the end of the presentation, staff received direction to return to the Council to approve the contract and start the transition process.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Approve a master lease agreement, a maintenance agreement, and other instruments related thereto with Enterprise Fleet Management Trust/Enterprise Fleet Management Inc. for fleet management services for the City of Sachse.

File Attachments

1. Presentation\_Enterprise Fleet Management Council\_FINAL
2. Master Equity Lease Agreement
3. Capital Lease Addendum
4. Addendum to Equity MLA
5. Full Maintenance Agreement
6. Company Owned Vehicle Service Agreement
7. Maintenance Management and Fleet Rental Agreement
8. Agreement to Sell Customer Vehicles
9. Authorized Signers

# Enterprise Fleet Management Program

City Council  
May 4, 2026

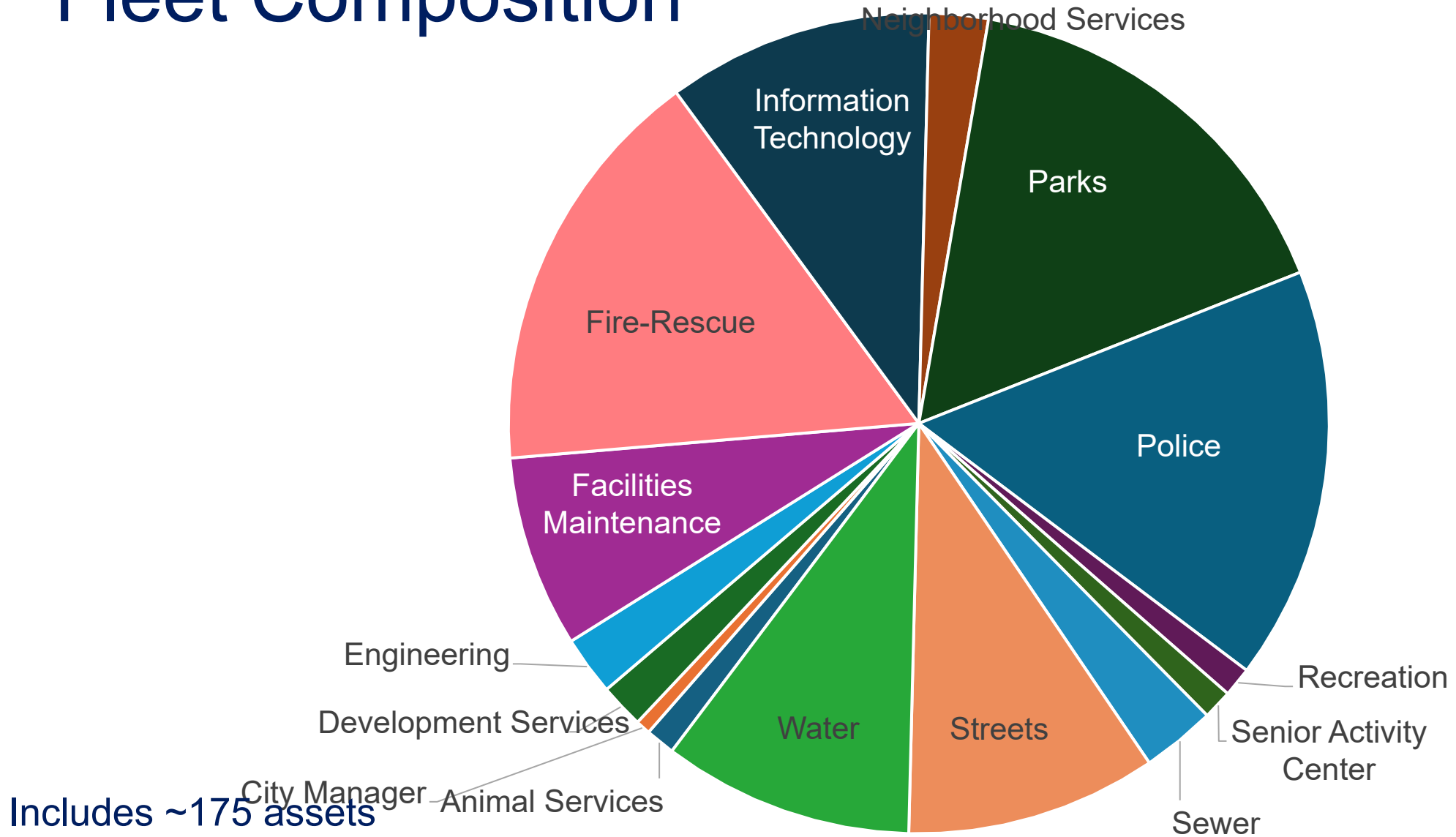


# Overview

- Current Sachse Fleet
  - Fleet composition
  - Fleet management challenges
- Enterprise Fleet Management Partnership
- Important Note
- Transition Steps
- Implementation Timeline
- Questions



# Fleet Composition

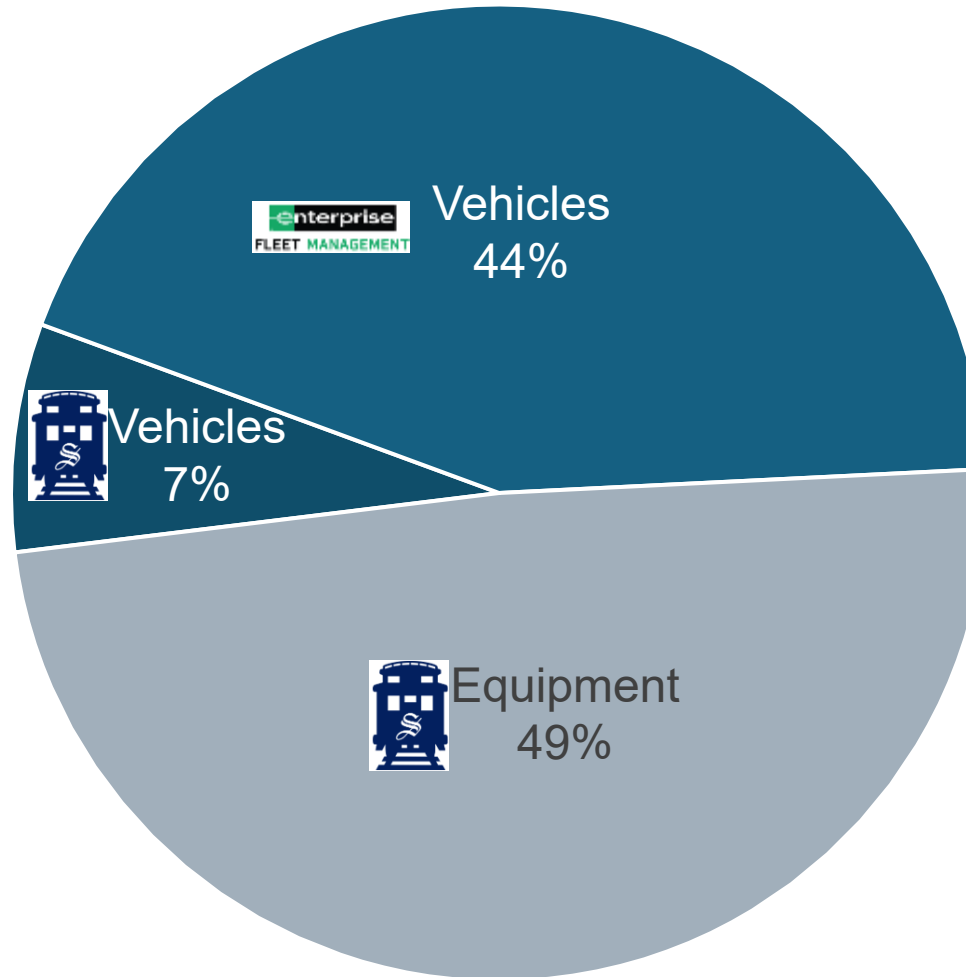


Includes ~175 assets



# Fleet Composition

- Sachse currently manages ~175 assets or asset groups
- This proposal moves ~75 assets to Enterprise Fleet Management



# Fleet Management Challenges

- Purchasing and management of fleet is a decentralized process handled largely by individual departments with assistance from Finance
- No dedicated position at the City to handle these functions, so there are differences among the departments
- The Vehicle and Equipment Replacement Fund (VERF), while helpful, only addresses the funding for vehicles and equipment
- Timing on replacement and sale of vehicles is not currently driven by best market value but rather by the end of the useful life of the vehicles—likely not obtaining the best resale value for vehicles within the fleet



# Enterprise Fleet Management Partnership

- Enterprise offers fleet management services for municipalities
- Partnership includes:
  - purchasing coordinated by Enterprise
  - vehicle tracking
  - reduced fleet age
  - reduced maintenance costs
  - improved fuel efficiency/fuel savings
  - consolidated billing for purchase, upfit, maintenance
  - reduced lead time for vehicle service



**\*Note:** Fleet management applies to light and medium-duty vehicles, not heavy-duty vehicles or apparatus



# Light Duty Vehicle Types



Sedans



SUVs



Cargo Vans



1/2 Ton Trucks



3/4 Ton Trucks



1 Ton Chassis

# Medium Duty Vehicle Types Under 26,000 GVWR



4500-6500 Chassis



Box Trucks

# Enterprise Fleet Management Partnership

City	Enterprise
Sets aside funds utilizing its VERF	Assumes acquisition responsibility for vehicles
Works with Enterprise staff to identify the right vehicles for functions	Handles the maintenance schedules, payments, and invoicing
Monitors usage on Enterprise's dashboard	Works with the City on resale timing based on market factors
	Handles all associated paperwork including titles, licensing, and registration
	Handles all sales and fleet refreshes



# Enterprise Fleet Management Partnership

- **VERF:**
  - Will continue in its current form but will likely require less resources as savings are actualized through fleet adjustments and better resale timing
- **Maintenance:**
  - Vehicles can still be taken to local shops but will be coordinated and paid through Enterprise
- **Vehicle Selection:**
  - Vehicle choice is still within the power of the City and departments
  - Enterprise can serve as an advisor on “right-typing” the fleet, but the City has the ultimate say in which vehicles are acquired
- **Costs:**
  - Enterprise gets paid from its relationships with dealerships, lending management fees, and vehicle disposal fees—all of which are built into the costs for the vehicles so there are no surprises along the way
- **Exit Strategy:**
  - Should the City wish to withdraw from the arrangement, the City would pay off its leases and resume current operations



# Enterprise Fleet Management Partnership

- Ideal option for organizations without full-time fleet management capabilities and decentralized fleet management functions
- Transitions fleet operations to a leader in the vehicle industry, with unique insights into market prices, resale values, and maintenance given their other business ventures
- Moves from an acquisition to a lease-based model
- Currently utilized and recommended by several North Texas cities including two comparator cities, Murphy and Anna





**CHEVROLET**  
2024 Chevrolet Silverado 1500 Work Truck 4x2  
Double Cab 6.6 ft. box

**Government Factory Order Purchase**

**Price**

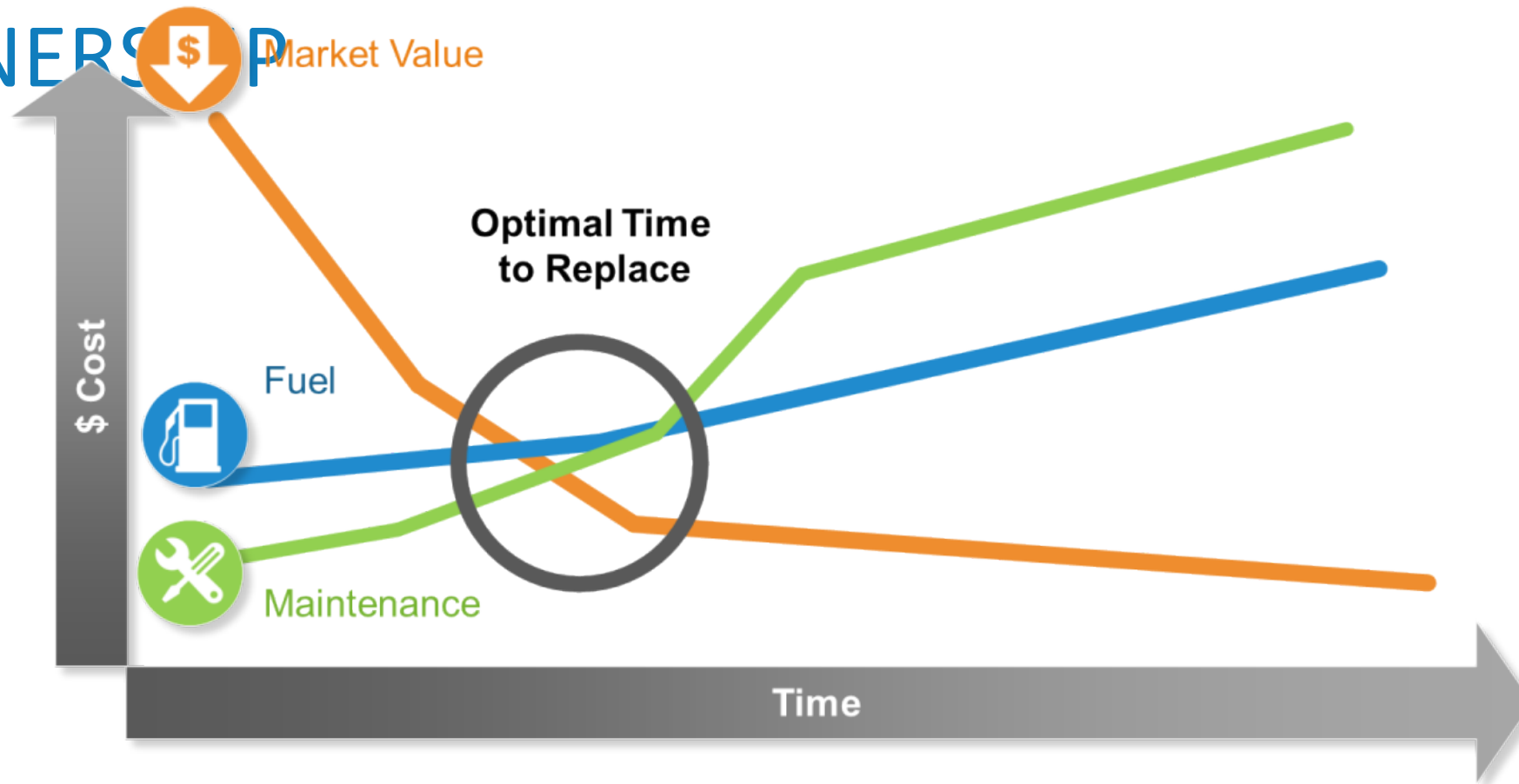
**\$38,231**

**MANHEIM AUCTION RESULTS**

Vehicle	Avg Odometer	Avg Sale Price	Capital Outlay
2022 Chevy Silverado 1500 Double Cab	15,000	\$35,100	\$3,131

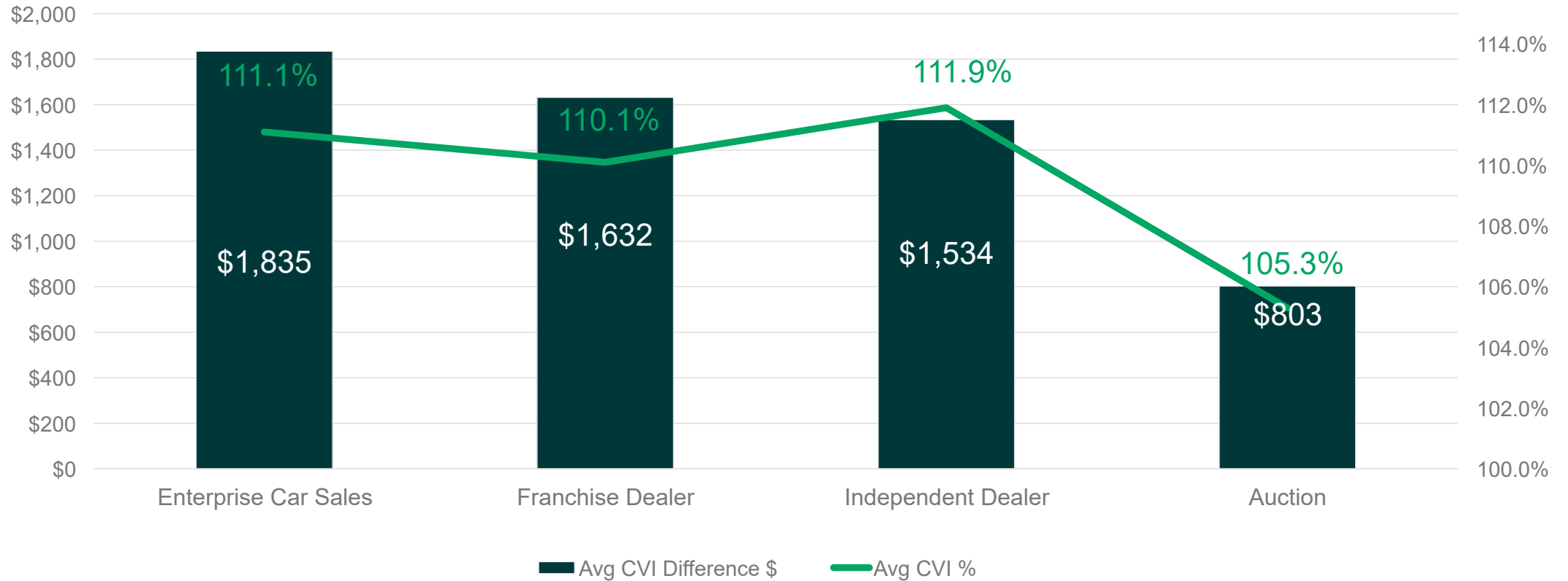


# LOWEST COST OF OWNERSHIP



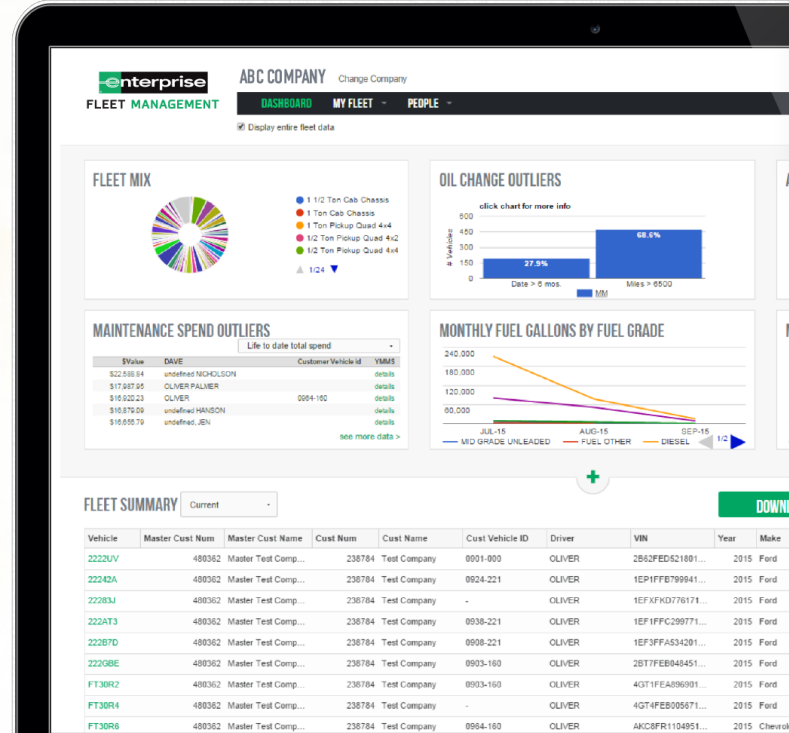
- Maintenance and fuel costs increase as the asset ages
- The most important part to total cost of ownership is selling the asset back into the market at the right time
- Enterprise will advise on replacements annually based on market trends

# ENTERPRISE REMARKETING CHANNELS



### 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

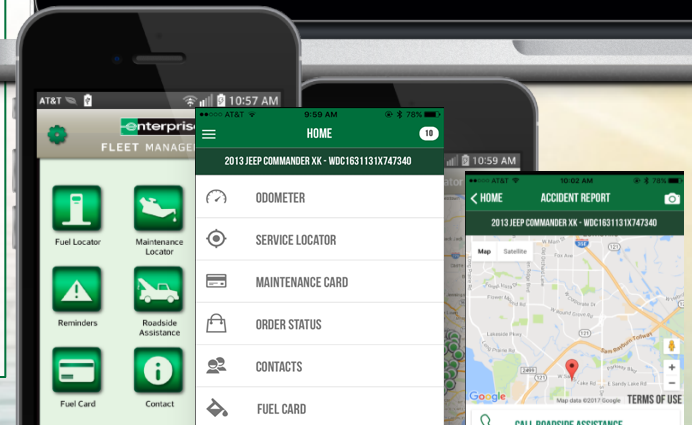


**TOP 100 COMPANIES**

InformationWeek's "Elite 100" list honoring the top U.S. companies for innovative and creative information technology programs.

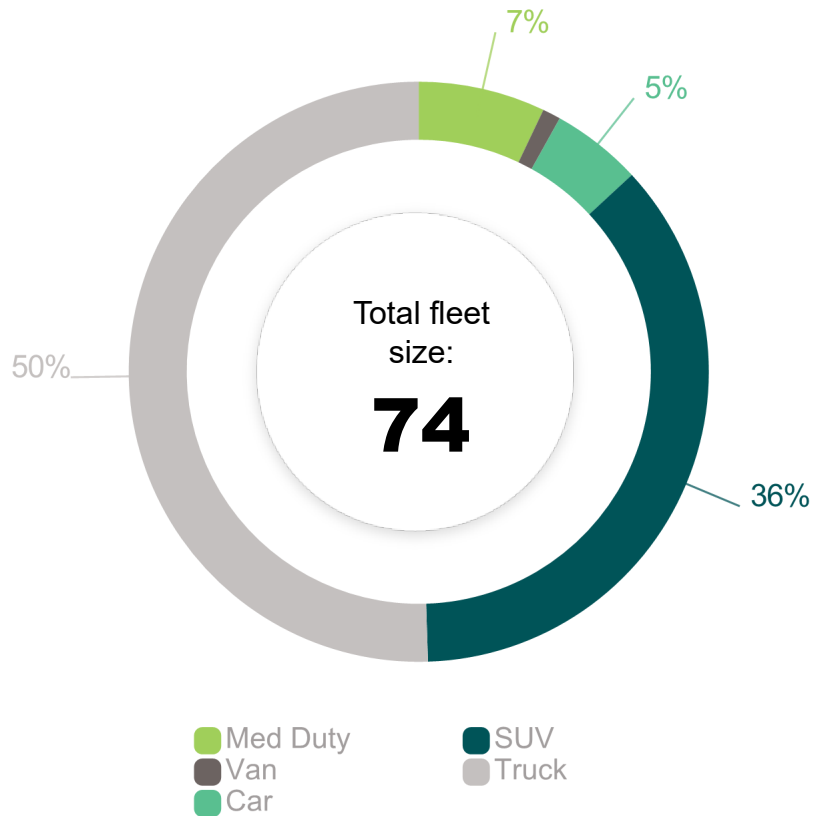
**2016 GOLD STEVIE WINNER**  
AMERICAN BUSINESS AWARDS

**Most Innovative Company of the Year**



# Vehicle Classes

Vehicle class overview



Vehicle Type	Quantity	Avg Age	Avg Annual Mileage
Truck	37	7.9	5,674
SUV	27	4.1	12,439
Med Duty	5	7.5	1,801
Car	4	9.0	6,215
Van	1	10.3	3,019
<b>Totals/Averages:</b>	<b>74</b>	<b>6.6</b>	<b>6,875</b>

Vehicle classes  
**5**



# Fleet Profile

Total fleet size:

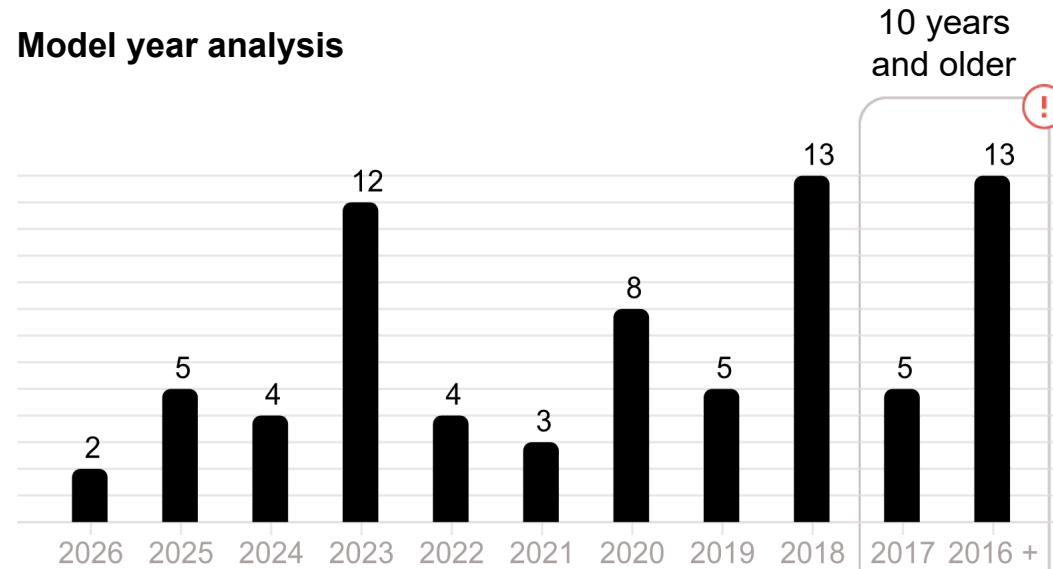
# 74

## Manufacturer breakdown



Ford  
Chevrolet  
Dodge

## Model year analysis



Avg holding Period (in years)

# 11.8

Avg annual acquisitions

# 5.5



# OBJECTIVE

## SUSTAINABLE REPLACEMENT PLAN

Identify an effective vehicle life cycle that maximizes potential equity at time of resale

- Shorten the current vehicle life cycle from **12 years to 5 years**
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than **\$400,000** in capital from the resale of existing fleet in the first year
- Reduce current maintenance and fuel expense
- Leverage an open-ended equity lease that recognizes equity and enables the City to maintain a healthy life cycle
- No mileage or wear and tear penalties

## THE RESULTS

- Reduce fuel costs by 18%
- Maintenance and repair expense by 37%
- Open-end equity lease will enable the City to retain the equity from resale and reduce the age of the fleet
- The City will leverage Enterprise Fleet Management's ability to sell vehicles at 110.2% of the commercial value index
- Replacing the oldest vehicles will provide safer, newer, and more efficient models for employees



# Important Note

- City staff have been working with the Enterprise team to address questions, understand the process, and identify the needs for the departments
- This program does not replace the VERF—the City will continue to use this fund to cover replacement costs of the fleet as well as heavy-duty vehicles and apparatus
- Enterprise steps into the equation to act as a fleet manager on behalf of the City
- The City still retains ultimate decision-making power relative to costs and types of vehicles



# Transition

- If the City partners with Enterprise, the team will begin preparing vehicles for resale to re-set the base age of the City's fleet (current age is ~11 years old)
- This will establish a healthy vehicle life cycle
- This process will commence this summer, ahead of the traditional October timeline to get ahead of all other communities purchasing vehicles during that time



# Enterprise Fleet Management Implementation



# Next Steps

- Staff recommends moving forward with the Enterprise Fleet Management Partnership program
- If there is a Council consensus, staff will return to the Council to approve the contract and start the transition process



# Questions?



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 and conditions 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, each of which are incorporated herein as part of a single, unitary 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, Open-End (Equity) Lease Rate Quotes, 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. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. 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 after the end of the applicable Term (subject to Lessor’s right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). 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 and recouped against 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.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental 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 (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. 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, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. 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, registered 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, licensing 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. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations 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 such Vehicle(s) 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.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**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, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(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 per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

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

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - 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, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) 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, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, 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. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. 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: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

Group: 1J

Customer Number: 510529

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**Memorandum**

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*To: Phillip Bevel*

*From: Brendon Ross*

*Date: March 23, 2026*

*Subject: Conversion of Operating Leases to Capital  
Leases for FASB Statement Purposes*

This is to inform you that Group 1J has issued the amendment to paragraph 3C of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Sachse** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

3/23/2026

**X** Brendon Ross

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Brendon Ross  
Vice President  
Signed by: Evans, Elisa K

attachment

Amendment made as of the 23rd day of March, 2026 between Enterprise FM Trust ("Lessor") and **City of Sachse** ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

- (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 (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. 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 the 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.
2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

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

3/23/2026

 Brendon Ross

Brendon Ross

Vice President

Signed by: Evans, Elisa K

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sachse ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

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

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

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

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. 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. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. 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 the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

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. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. Lessor acknowledges that Lessee will attach removable equipment to Vehicle and Lessor agrees that such equipment may be removed by Lessee prior to the Vehicle's return

to Lessor. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations 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 such Vehicle(s) or this Agreement.

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

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

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

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

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

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right, after providing 24 hours' notice to Lessee, 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.

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

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (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, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) 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, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, 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

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

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

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

Notwithstanding any provision in this Agreement to the contrary, 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 Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City, 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 City, County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the Parties agree that Lessor may be paid for actual losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

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

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

\_\_\_\_\_  
City of Sachse (Lessee)

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FULL MAINTENANCE AGREEMENT**

This Full Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Sachse ("Lessee").

**1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added 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), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, 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 (1) 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 (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. 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 \$125.00 which may change from time to time based on market conditions, Lessee or service provider 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 \$125.00, which may change from time to time based on market conditions, 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 beyond the contract mileage not to exceed 120,000 miles.

**5. ENTERPRISE CARDS.** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, 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 shall immediately cease using or accessing the EFM Card. 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 thirty (30) 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 WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE,

USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, 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.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**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, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. 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 may be amended only by an agreement in writing signed by EFM and Lessee. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Dallas County, Texas.

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

**LESSEE: City of Sachse**

**EFM: Enterprise Fleet Management, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_

Name:  
Title:

Name:  
Title:

Address:

Address:

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed \_\_\_\_\_, \_\_\_\_\_

**COMPANY OWNED VEHICLE SERVICE AGREEMENT**

**THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between Enterprise Fleet Management, Inc. (“**EFM**”), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below (“**Company**”). Each of EFM and the Company is a “**Party**,” and collectively, the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the “**Services**,” with each of the Services sometimes being individually referred to herein as a “**Service**”) for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

**WHEREAS**, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- 1. COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a “**Covered Vehicle**,” and collectively the “**Covered Vehicles**”), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company’s subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a “**Schedule**,” and collectively the “**Schedules**”) to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- 2. TERM AND TERMINATION:** The term of this Agreement (the “**Term**”) for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.
- 3. ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering

any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a transaction fee and/or monthly fee as listed on the attached Company Owned Vehicle Service Agreement Services Pricing Sheet.
5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
7. **VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, related to any Covered Vehicle, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement
8. **LICENSE ADMINISTRATION PROGRAM:** If the License Administration Program is requested by the Company, and are provided by EFM, the following terms shall apply:
  - a. EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.
  - b. Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.
  - c. The services described in this Section are collectively referred to as the "**License Administration Program.**"

**9. MAINTENANCE PROGRAM:** If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an authorization card (the "**EFM Card**") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
  
- b. EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (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, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed one hundred twenty-five dollars (\$125.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair

shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding one hundred twenty-five dollars (\$125.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

- c. EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.
- d. The services described in this Section are collectively referred to as the “**Maintenance Program.**”

**10. MAINTENANCE MANAGEMENT PROGRAM:** If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
- b. EFM will provide a driver information packet (the “**Packet**”) outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.
- c. EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed one hundred twenty-five dollars (\$125.00), or such other amount as may be established by EFM, in its sole discretion from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the “**Audited Invoices**”) upon written request of Company to EFM.

- d. Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or 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 administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the “**Administrative and Repair Fees**”). 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 with EFM for the Company.
- e. The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.
- f. If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. (“EHI”) for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver’s license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the “**Maintenance Management Program.**”

- 11. **ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.
- 12. **INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best’s rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.
- 13. **NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND,

EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH 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, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

- 14. NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, 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 or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**15. MISCELLANEOUS:**

- a. Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- b. 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.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- d. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Dallas County, Texas.
- e. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- g. Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.

- h. The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- i. Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- j. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- k. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

**16. LIMITATION OF LIABILITY:**

- a. NONE OF EFM, ITS AGENTS, OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.
- b. IN NO EVENT SHALL EFM, ITS AGENTS OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**17. INDEMNITY:**

- a. To the extent permitted by Texas law, the Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and assigns (collectively, the "**Indemnified Parties**" with each being an "**Indemnified Party**") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Company, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to Company pursuant to Texas law; provided however, this provision is not intended to shift and does not shift liability from Company to Enterprise concerning claims or actions by third parties.
- b. In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and to the extent permitted by Texas law, the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Company, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to Company pursuant to Texas law; provided however, this provision is not intended to shift and does not shift liability from Company to Enterprise concerning claims or actions by third parties.
- c. The provisions of this Section shall survive any expiration or termination of this Agreement.

**18. SIGNATORY WARRANTY:** Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be

legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

- 19. SCHEDULES, ADDENDA, AND EXHIBITS:** All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.
- 20. POWER OF ATTORNEY:** In the event Company wishes to take advantage of services offered under section 8 of this Agreement, the Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact to only (a) execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every lawful act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety. For the avoidance of doubt, this Section 20 shall only be applicable to services in Section 8 of this Agreement requested to be performed by EFM from Company.
- 21. REPRESENTATIONS AND WARRANTIES:** The Company represents and warrants that:
- a. The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.
  - b. The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.
  - c. This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
  - d. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.
  - e. The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.
- 22. SURVIVAL:** Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

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

**Company:** City of Sachse

**EFM:** Enterprise Fleet Management, Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address:

Address:

**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as “Enterprise Fleet Management” (“EFM”), and City of Sachse (the “Company”).

- 1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the “Program”) for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company’s right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the “Packet”) outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.
- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer’s warranty, 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 thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company’s business.
- 4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. (“EHI”) for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver’s license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.
- 5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company’s vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH 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. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card to EFM. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company’s representative. 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.

7. **NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.
8. **FEES:** EFM will charge the Company for the service under this Agreement \$ \_\_\_\_\_ per month per Card.
9. **MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Dallas County, Texas.

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

**Company: City of Sachse**

**EFM: Enterprise Fleet Management, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Address:

Address:

Date Signed: \_\_\_\_\_, 20\_\_

Date Signed: \_\_\_\_\_, 20\_\_

## AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and **City of Sachse** (hereinafter referred to as “CUSTOMER”), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (hereinafter referred to as the “Execution Date”).

### RECITALS

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

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

### TERMS AND CONDITIONS

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

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

- (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
6. Indemnification and Hold Harmless: Except as otherwise provided herein, to the extent permitted by Texas law, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of CUSTOMER, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to CUSTOMER pursuant to Texas law; provided however, this provision is not intended to shift and does not shift liability from CUSTOMER to Enterprise concerning claims or actions by third parties. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

"CUSTOMER"

By \_\_\_\_\_  
*Signature*

By \_\_\_\_\_  
*Signature*

Printed Name:

Printed Name:

Title:

Title:

Date

Date

Schedule 1

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

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

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

RESOLVED FURTHER, that:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## E. Consent Agenda

---

<b>Subject:</b>	<b>3. Authorize the City Manager to execute and award the construction contract for Old Ben Davis Road (R-25-02) to Vlex Construction, LLC, in the amount not to exceed Three Hundred Seventy-Eight Thousand, One Hundred Fifty and No/100 Dollars (\$378,150.00).</b>
Meeting	May 18, 2026 - City Council Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$378,150.00
Budgeted	Yes
Budget Source	Street Maintenance Tax; Developer Contributions
Recommended Action	Authorize the City Manager to execute and award the construction contract for Old Ben Davis Road (R-25-02) to Vlex Construction, LLC, in the amount not to exceed Three Hundred Seventy-Eight Thousand, One Hundred Fifty and No/100 Dollars (\$378,150.00).
Goals	Strategically invest in the City's existing and future infrastructure.

### **BACKGROUND**

Old Ben Davis Road was originally constructed as an asphalt road and was realigned in 2002. This project reconstructs approximately 650 linear feet of concrete from Bunker Hill Road to Ben Davis Road and includes realigning the driveway for Armstrong Elementary. Sidewalks are currently located along the northern roadway, and a new sidewalk will be constructed on the south side of the new roadway.

The project was advertised in April and bids were opened on May 5. A total of 10 bids were received. Based on the review of the contract documents, the lowest responsive bidder is Vlex Construction, LLC, for \$378,150.

In 2014, Oxford Glen Memory Care facility entered into a Public Improvement Deferral Agreement with the City of Sachse to participate in funding half of the construction cost. Based on the current construction bid, it is anticipated that Oxford Glenn will reimburse the City approximately \$189,075 for their portion of the roadway.

The total project budget is \$650,000, including \$100,000 for design (completed in 2025). The construction costs are under the FY 25-26 CIP budgeted amount.

### **POLICY CONSIDERATIONS**

There are no policy considerations with this item.

### **RECOMMENDATION**

Authorize the City Manager to execute and award the construction contract for Old Ben Davis Road (R-25-02) to Vlex Construction, LLC, in the amount not to exceed Three Hundred Seventy-Eight Thousand, One Hundred Fifty and No/100 Dollars (\$378,150.00).

#### File Attachments

1. Presentation\_Old Ben Davis Road Construction Contract Award\_FINAL

# Old Ben Davis Road Construction Contract Award (R-25-02)

City Council  
May 18, 2026



# Overview

- Project Location
- Project Description
- Bid Process
- Staff Recommendation



# Project Location



# Project Description

- Old Ben Davis Road was originally constructed as an asphalt road and was realigned in 2002
- Project will reconstruct approximately 650 linear feet of roadway to a two-lane concrete street from Bunker Hill Road to Ben Davis Road
- Sidewalks are currently located along the northern roadway, and a new sidewalk will be constructed on the south side of the new roadway
- This project will also include realigning the driveway for Armstrong Elementary

# Proposed Driveway



# Project Schedule

- Project is scheduled to start after school ends as to not disrupt current school traffic
- Contractor is allowed 60 calendar days to complete the proposed work
- Project is estimated to be completed by the beginning of August, prior to the beginning of the new school year



# Bid Process

- Project was advertised in April
- Bids were opened on May 5
- A total of 10 Bids were received
- Bids were evaluated based on the “lowest responsive bidder”
- Based on the review of the contract documents, the lowest responsive bidder is Vlex Construction, LLC

# Project Funding

- In 2014 Oxford Glen Memory Care facility entered into a Public Improvement Deferral Agreement with Sachse to participate in funding half of the construction cost
- Based on the current construction bid, it is anticipated that Oxford Glenn will reimburse the City approximately \$189,075 for their portion of the roadway



# Staff Recommendation

- Staff recommends authorizing the City Manager to execute and award the construction contract for Old Ben Davis Road (R-25-02) to Vlex Construction, LLC, in the amount not to exceed Three Hundred Seventy-Eight Thousand, One Hundred Fifty and No/100 Dollars (\$378,150.00)
- The total project budget is \$650,000, including \$100,000 for design (completed in 2025)
- The construction costs are under the FY 25-26 CIP budgeted amount



# Questions?



## F. Action Items

---

**Subject:** 1. Conduct a public hearing to consider approval of a sign variance request to allow three attached wall signs with a height greater than six feet for the GISD Multi-Program Activity Center located at 3901 Miles Road, within Sachse city limits.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Public Hearing, Discussion, Action

Fiscal Impact None

Recommended Action Approve the proposed variance request.

Goals

### **BACKGROUND**

- Article 4-8 of the Sachse Zoning Ordinance, "Signs", does not allow attached signs to exceed six feet in height
- Sign variance request to allow for three attached wall signs with a height greater than six feet
- Applicant: PBK Architects
- Owner: Garland Independent School District (GISD)
- Size: Approximately 55.3 acres
- Site Attributes: Multi-program activity center currently under construction

This site is zoned R-8.4 Single-Family Dwelling District and is surrounded by residential zoning and uses to the north, south, and west. The applicant has stated the reason for the request is for the signage to be consistent across all GISD Multi-Program Activity Centers. This facility is one of seven that is currently being constructed at GISD high school locations.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Approve the proposed variance request.

#### File Attachments

1. Presentation\_GISD Sign Variance\_SV-2026-0001\_FINAL
2. Site Plan Proposed
3. Proposed Signage

# SV-2026-0001

# Sign Variance Request

City Council  
May 18, 2026



# Request

- Conduct a public hearing to consider approval of a sign variance request to allow three attached wall signs with a height greater than six feet for the GISD Multi-Program Activity Center located at 3901 Miles Road, within Sachse city limits



# Project Information

- Request for approval of a sign variance to allow three attached wall signs with a height greater than six feet
- Applicant: PBK Architects
- Owner: Garland Independent School District
- Size: Approximately 55.3 acres
- Site Attributes: Multi-program activity center currently under construction

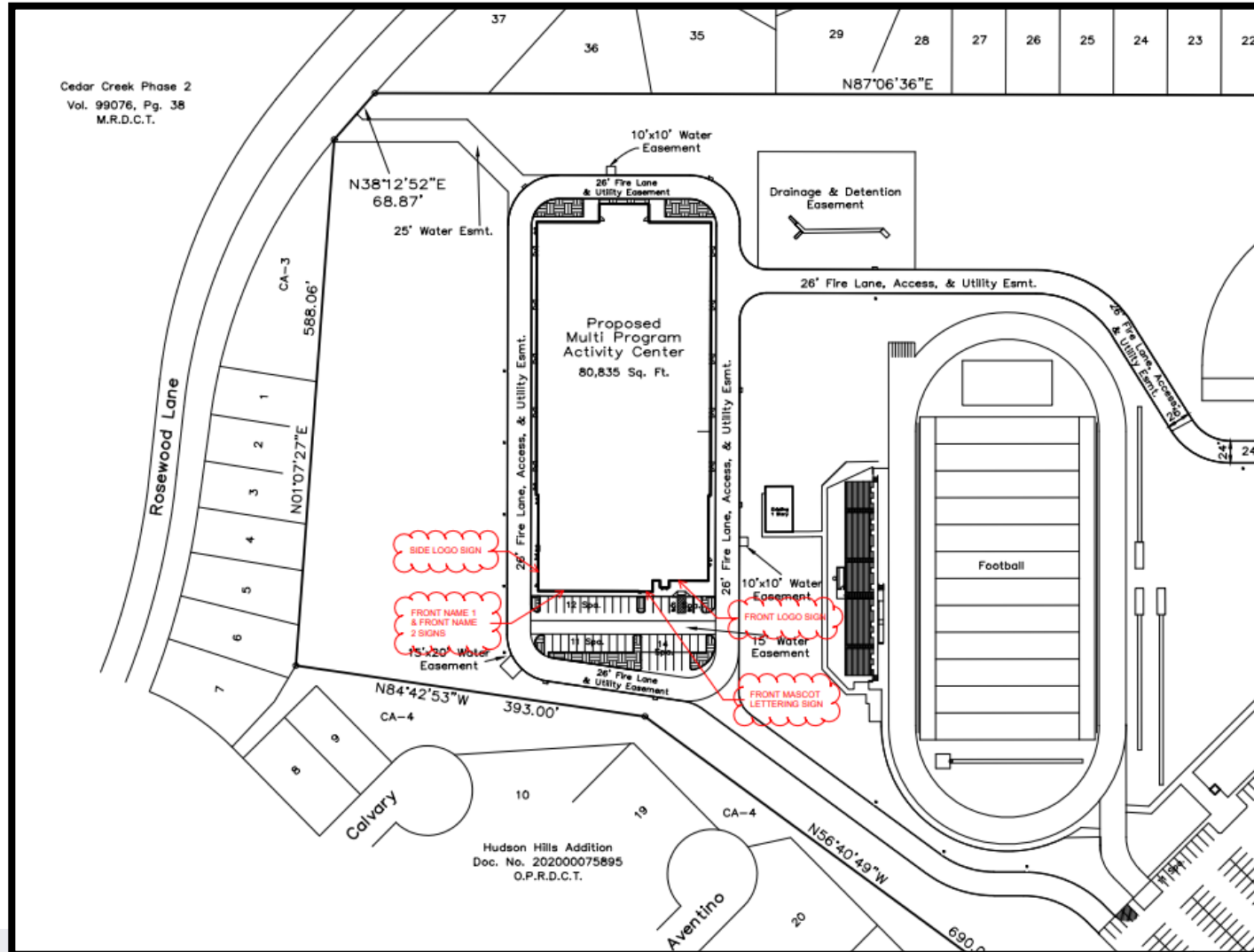
# Overview

- Article 4-8 of the Sachse Zoning Ordinance, “Signs”, does not allow attached signs to exceed six feet in height
- This site is zoned R-8.4 and is surrounded by residential zoning and uses to the north, south, and west
- The applicant has stated the reason for request is for signage to be consistent across all GISD multi-program activity centers
- This facility is one of seven that is currently being constructed at GISD high school locations

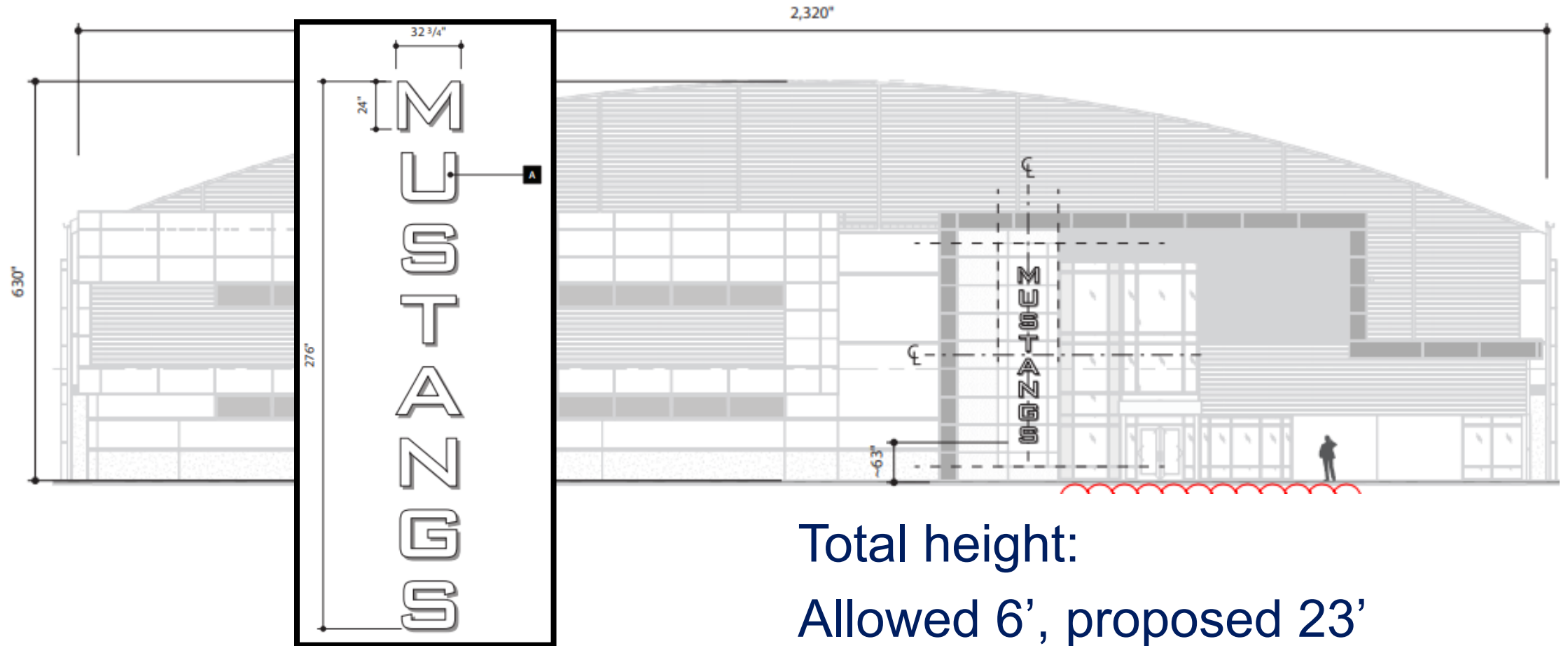




# Proposed Conditions (Site Layout)

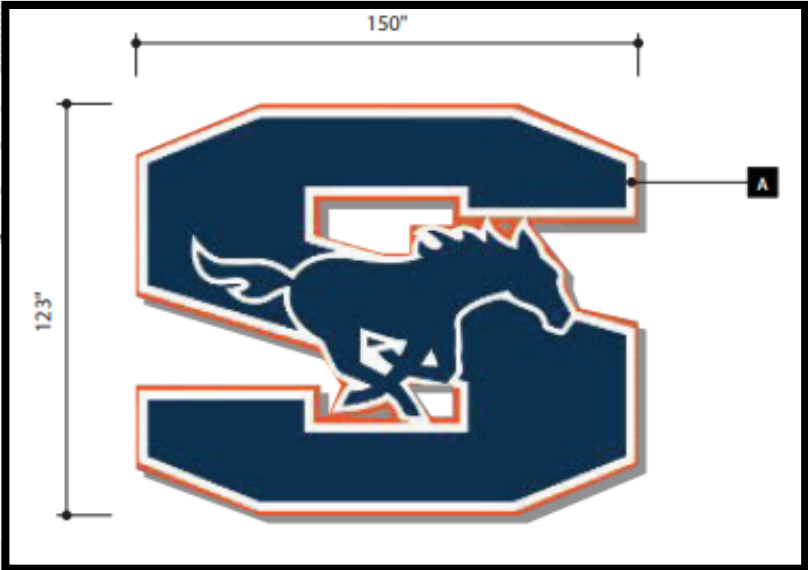
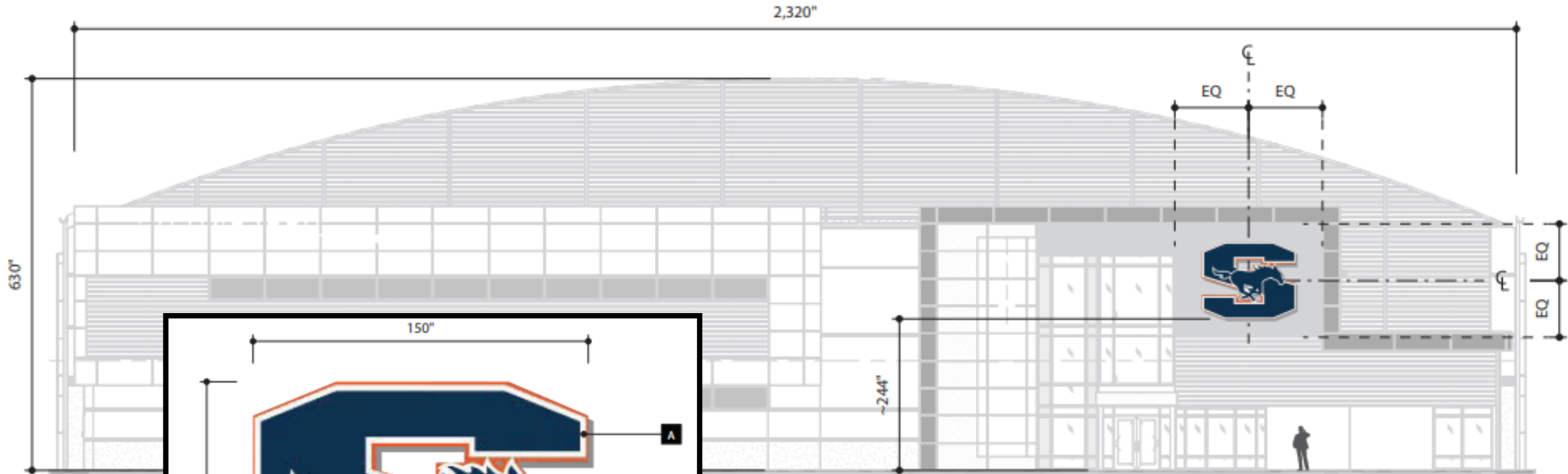


# Proposed Conditions (South Façade)



Total height:  
Allowed 6', proposed 23'

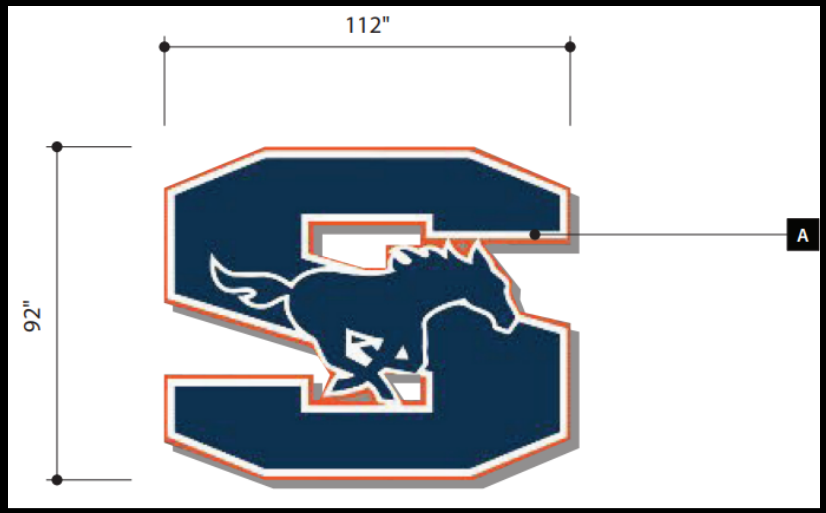
# Proposed Conditions (South Façade)



Total height:  
Allowed 6', proposed 10' 3"



# Proposed Conditions (West Façade)



Total height:  
Allowed 6', proposed 7' 8"



# Views from Adjacent ROW



Calvary Court



Aventino Court



Rosewood Lane

\*Landscape plan includes eastern red cedars and Arizona cypress trees along the south and west borders inside the chain link fence

# Council Considerations

Variances would be to allow for three signs, each with a height greater than six feet:

- Sign A height - 23' (*variance of 17'*)
- Sign B height - 10' 3" (*variance of 4' 3"*)
- Sign C height - 7' 8" (*variance of 1' 8"*)



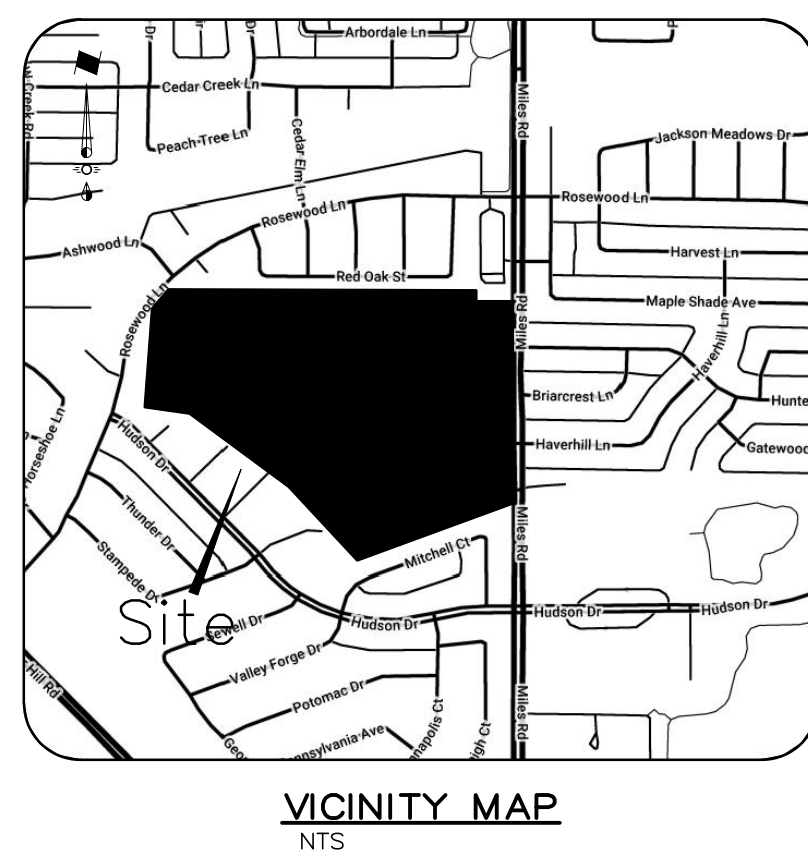
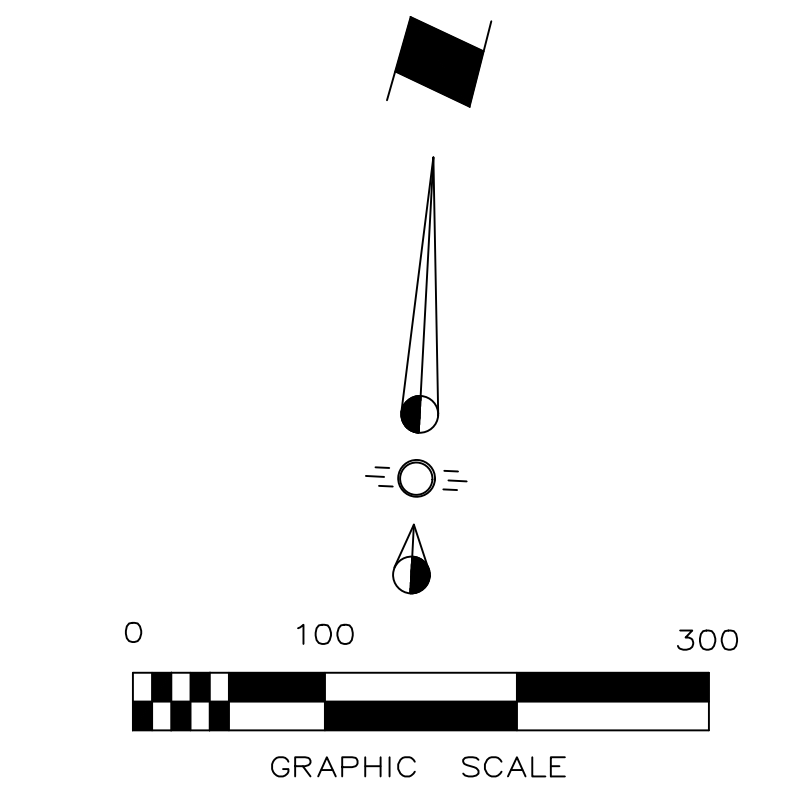
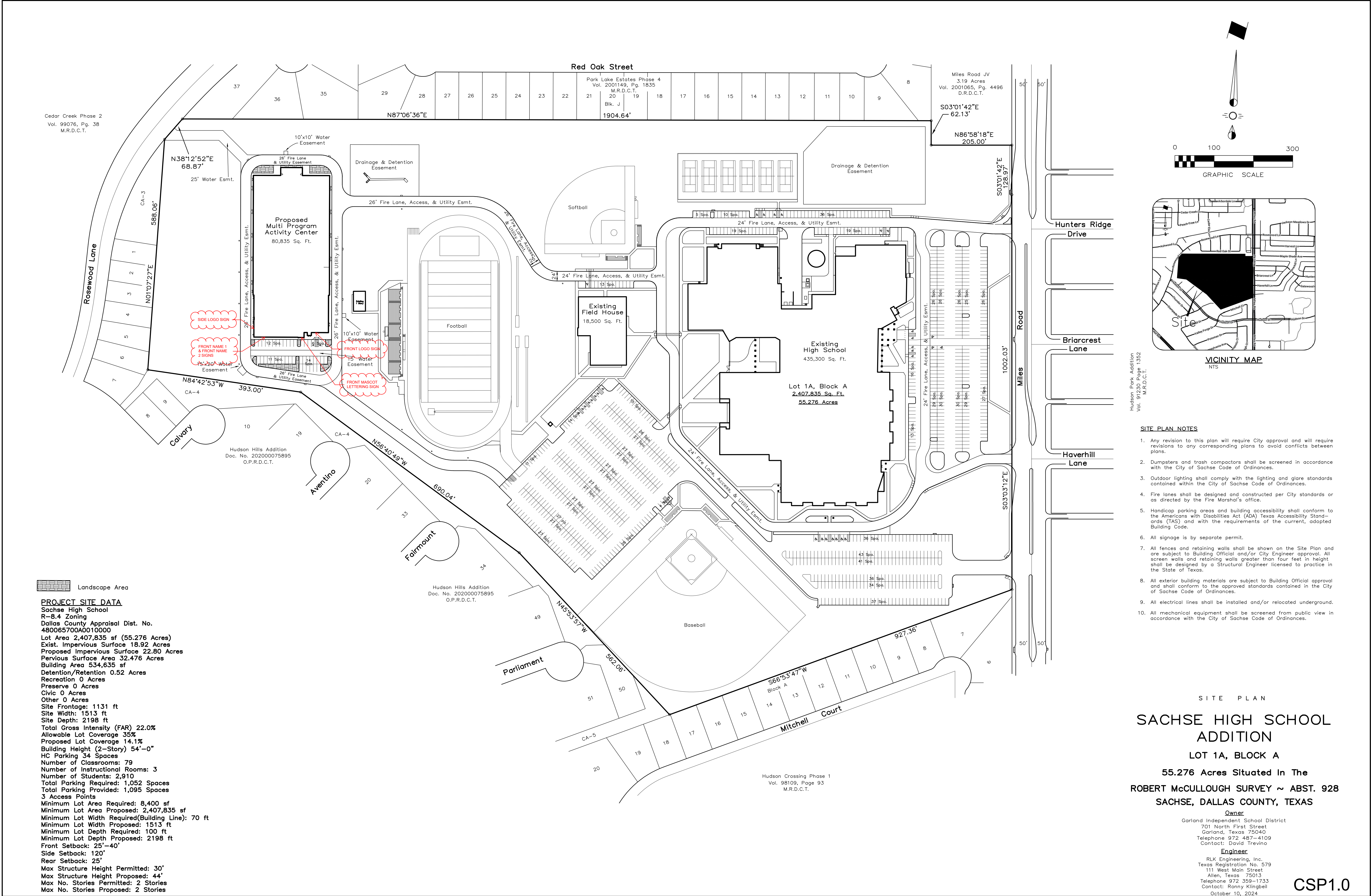
# Staff Recommendation

- Staff recommends approval of the variance request



# Questions?





Hudson Park Addition  
 Vol. 914230 Page 1352  
 M.R.D.C.T.

**SITE PLAN NOTES**

- Any revision to this plan will require City approval and will require revisions to any corresponding plans to avoid conflicts between plans.
- Dumpsters and trash compactors shall be screened in accordance with the City of Sachse Code of Ordinances.
- Outdoor lighting shall comply with the lighting and glare standards contained within the City of Sachse Code of Ordinances.
- Fire lanes shall be designed and constructed per City standards or as directed by the Fire Marshal's office.
- Handicap parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) Texas Accessibility Standards (TAS) and with the requirements of the current, adopted Building Code.
- All signage is by separate permit.
- All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official and/or City Engineer approval. All screen walls and retaining walls greater than four feet in height shall be designed by a Structural Engineer licensed to practice in the State of Texas.
- All exterior building materials are subject to Building Official approval and shall conform to the approved standards contained in the City of Sachse Code of Ordinances.
- All electrical lines shall be installed and/or relocated underground.
- All mechanical equipment shall be screened from public view in accordance with the City of Sachse Code of Ordinances.

**PROJECT SITE DATA**

Sachse High School  
 R-8.4 Zoning  
 Dallas County Appraisal Dist. No. 480065700A0010000  
 Lot Area 2,407,835 sf (55.276 Acres)  
 Exist. Impervious Surface 18.92 Acres  
 Proposed Impervious Surface 22.80 Acres  
 Pervious Surface Area 32.476 Acres  
 Building Area 534,635 sf  
 Detention/Retention 0.52 Acres  
 Recreation 0 Acres  
 Preserve 0 Acres  
 Civic 0 Acres  
 Other 0 Acres  
 Site Frontage: 1131 ft  
 Site Width: 1513 ft  
 Site Depth: 2198 ft  
 Total Gross Intensity (FAR) 22.0%  
 Allowable Lot Coverage 35%  
 Proposed Lot Coverage 14.1%  
 Building Height (2-Story) 54'-0"  
 HC Parking 34 Spaces  
 Number of Classrooms: 79  
 Number of Instructional Rooms: 3  
 Number of Students: 2,510  
 Total Parking Required: 1,052 Spaces  
 Total Parking Provided: 1,095 Spaces  
 3 Access Points  
 Minimum Lot Area Required: 8,400 sf  
 Minimum Lot Area Proposed: 2,407,835 sf  
 Minimum Lot Width Required (Building Line): 70 ft  
 Minimum Lot Width Proposed: 1513 ft  
 Minimum Lot Depth Required: 100 ft  
 Minimum Lot Depth Proposed: 2198 ft  
 Front Setback: 25'-40'  
 Side Setback: 120'  
 Rear Setback: 25'  
 Max Structure Height Permitted: 30'  
 Max Structure Height Proposed: 44'  
 Max No. Stories Permitted: 2 Stories  
 Max No. Stories Proposed: 2 Stories

Hudson Crossing Phase 1  
 Vol. 98109, Page 93  
 M.R.D.C.T.

8'12'52"E  
68.87'

25' Water Esmt.

10'x10' Water  
Easement

26' Fire Lane  
& Utility Easement

Drainage & D  
Easement

26' Fire

Proposed  
Multi Program  
Activity Center  
80,835 Sq. Ft.

26' Fire Lane, Access, & Utility Esmt.

26' Fire Lane, Access, & Utility Esmt.

SIDE LOGO SIGN

FRONT NAME 1  
& FRONT NAME  
2 SIGNS

15'x20' Water  
Easement

10'x10' Water  
Easement

FRONT LOGO SIGN

15' Water  
Easement

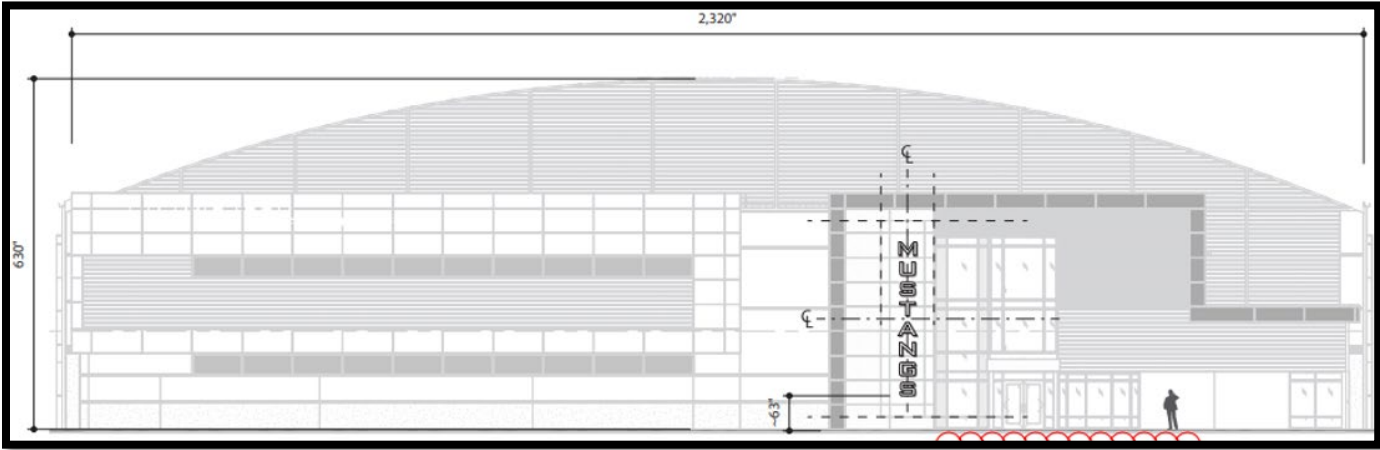
FRONT MASCOT  
LETTERING SIGN

N84°42'53"W

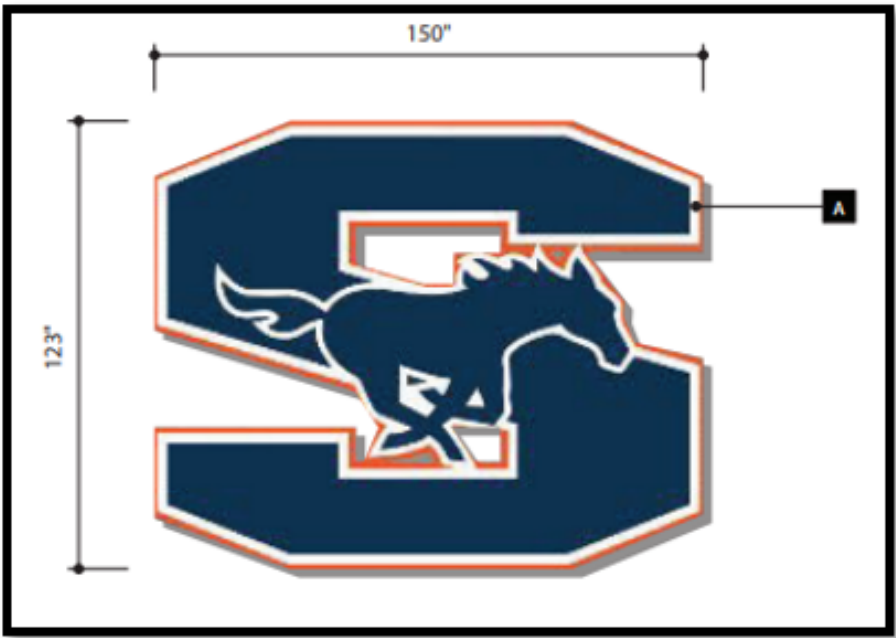
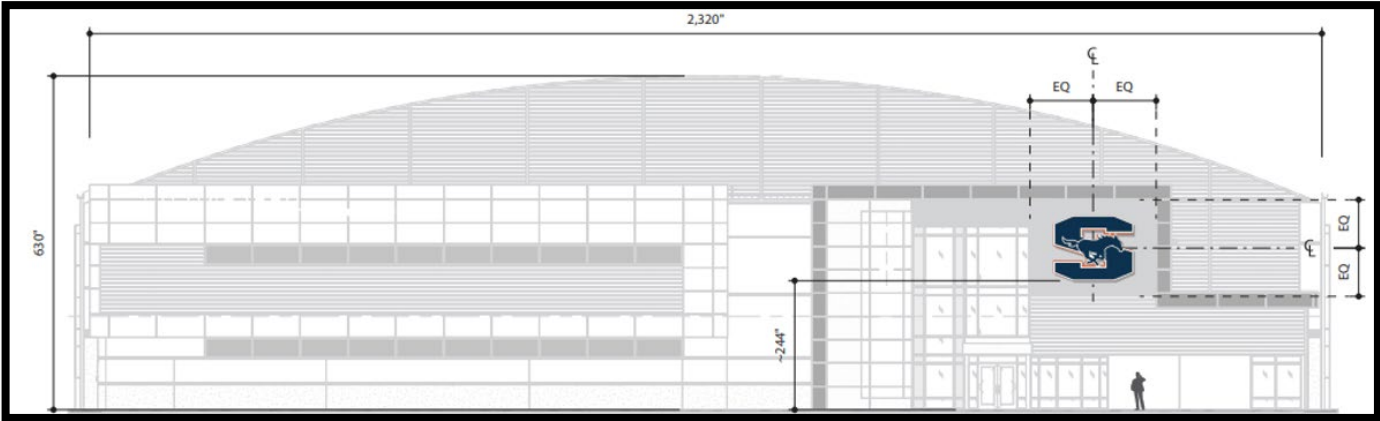
393.00'

CA-4

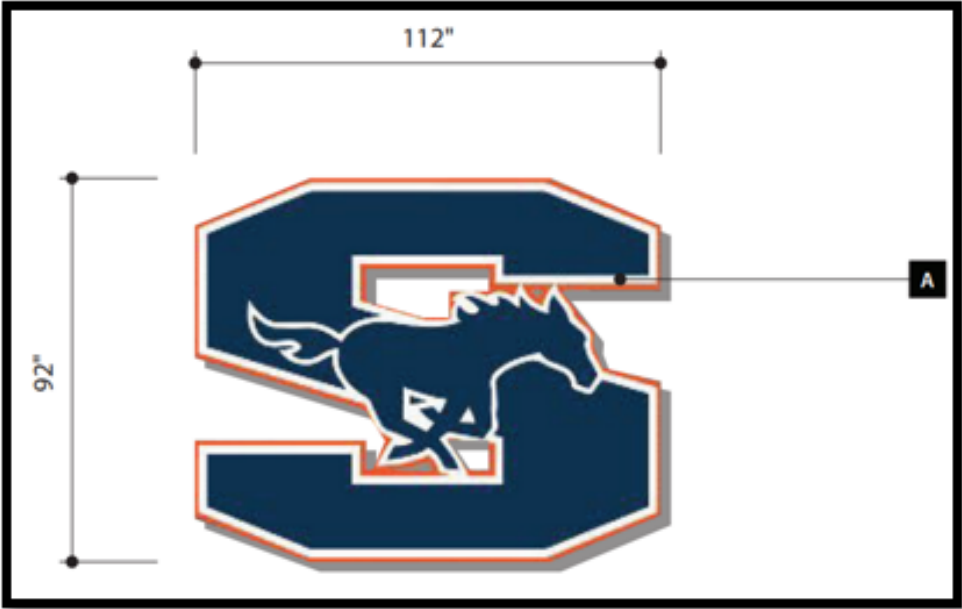
# SIGN A



# SIGN B



# SIGN C



## G. Discussion Items

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**Subject:** 1. Receive an update from the Neighborhood Services Division.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Discussion

Fiscal Impact None

Recommended Action Receive an update from the Neighborhood Services Division.

Goals Provide a high quality of life environment for families; individuals; businesses; and other organizations in Sachse.  
Provide excellent government services to Sachse citizens.

### **BACKGROUND**

In 2019, the City of Sachse implemented a strategic restructuring of its code enforcement operations. The division was transitioned from the Development Services Department to the City Manager's Office and rebranded as "Neighborhood Services" to reflect a more proactive, community-focused approach and a broader emphasis on neighborhood vitality.

Since that transition, the division has continued to evolve beyond traditional code enforcement by expanding its focus on proactive service delivery, operational efficiency, and neighborhood engagement. Key initiatives include the implementation of a new code enforcement case management system to improve tracking, transparency, and response times, as well as the adoption and enforcement of the Donation Bin Ordinance to address ongoing quality-of-life concerns.

The division is also actively working to identify and address gaps within the City's Code of Ordinances to ensure regulations remain effective, enforceable, and aligned with community expectations.

In addition to these efforts, Neighborhood Services oversees key service contracts that directly impact daily operations and resident experience, including solid waste and recycling services through Community Waste Disposal (CWD) and health inspection services through Instant Inspector.

Through these combined efforts, Neighborhood Services continues to support the City's commitment to maintaining a safe, clean, and livable community through proactive enforcement, strategic improvements, and responsive service delivery.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Receive an update from the Neighborhood Services Division.

#### File Attachments

1. Presentation\_Neighborhood Services Update\_2026\_FINAL

# Neighborhood Services Update

City Council  
May 18, 2026



# Overview

- Department Overview and Core Services
- Operational Improvements and Technology Enhancements
- Performance Measures
- Top Five Violations
- Accomplishments
- Mobile Tool Shed
- Current Challenges
- Strategic Initiatives



# Department Overview and Core Services

## Mission

- To provide a safe and livable community through proactive, neighborhood-based code enforcement, public outreach, education, and increased public awareness—supporting the quality-of-life Sachse residents expect

## Core Services

- Proactive and complaint-based code enforcement inspections
- Coordination of trash, recycling, and bulk collection with CWD
- Community cleanup and recycling events (X-Treme Green)
- Oversight of food service in partnership with Instant Inspector and vector control with Dallas County
- Neighborhood engagement, volunteer programs, and cleanup initiatives



# Operational Improvements and Technology Enhancements

- Implementation of Comcate
  - Transitioned to a modern case management system to improve tracking, reporting, and transparency of code enforcement activities
- Integration with SeeClickFix (SCF)
  - Continued use of SCF for resident reporting while managing active enforcement through Comcate for improved workflow efficiency
- Use of Instant Inspector
  - Streamlined field inspections with real-time data entry, improving accuracy, consistency, and turnaround time
- Enhanced Data Tracking and Reporting
  - Improved ability to monitor trends, performance measures, and proactive enforcement efforts



# Operational Improvements and Technology Enhancements

Comcate

The screenshot displays a dashboard interface with a dark header containing navigation tabs: 'Dashboard', 'Reports', and 'Cases'. The main content area is titled 'Dashboard All Staff' and is divided into several sections:

- Cases**
  - 190 Open cases for my agency**
    - 1. Miguel Quintero 76% (145 cases)
    - 2. Christina Raemhild 24% (45 cases)
    - 3. Brenda McIntosh (Deactivated) 0% (0 cases)
    - Show more
  - 454 Total cases for my agency**
    - 1. Miguel Quintero 65% (294 cases)
    - 2. Christina Raemhild 35% (159 cases)
    - 3. Brenda McIntosh (Deactivated) 0% (0 cases)
    - Show more
- Inspections**
  - 10 Unscheduled Inspections**
  - 89 Overdue Inspections**
    - 1. Christina Raemhild 51% (45 inspections)
    - 2. Miguel Quintero 49% (44 inspections)
    - 3. Brenda McIntosh (Deactivated) 0% (0 inspections)
    - Show more
  - 2 Inspections Due Today**
    - 1. Miguel Quintero 100% (2 inspections)



# Operational Improvements and Technology Enhancements

## Instant Inspector



The City of  
**SACHSE**

# Health Permit

Medical City Sachse Kitchen  
4750 PGBT HWY  
Sachse, TX 75048

has complied with the rules and regulations and is hereby granted this permit to conduct food service operations within the limits of Sachse, Texas at the address listed above.

EXPIRES

December 31, 2026

Neighborhood Services Manager

Scan for Inspection Report



Inspection performed on behalf of:  
The City of Sachse  
<https://www.cityofsachse.com/>

**INSTANT INSPECTOR**  
FI-6794

Date: 12/08/2025	Time in: 14:01	License/Permit #: 0	Est. Type: SD	Risk Category: SD	Page 1 of 4	
Purpose of Inspection: <input checked="" type="checkbox"/> 1-Routine		<input type="checkbox"/> 2-Follow Up	<input type="checkbox"/> 3-Complaint	<input type="checkbox"/> 4-Investigation	<input type="checkbox"/> 5-CO-Construction	<input type="checkbox"/> 6-Other
Establishment Name: Medical City Sachse Kitchen		Contact/Owner Name: Billy		Number of Repeat Violations: 0		
Physical Address: 4750 PGBT HWY		Post control: 12-2-25	Grease trap: Could not find	Follow-up: No	<b>TOTAL SCORE: 100</b>	
Compliance Status: Out = not in compliance IN = in compliance NO = not observed NA = not applicable COS = connected on site R = repeat violation W = Watch Mark the appropriate section in the OUT box for each numbered item. Mark "C" checkbox in appropriate box for FN, NO, NA, COS. Mark an "X" in appropriate box for R.						
Priority Items: (3 Points) violations Require Immediate Corrective Action not to exceed 3 days						
Compliance Status	Item	Description	Compliance Status	Item	Description	
O T	X	1. Proper cooling time and temperature	O T	X	12. Management, food employees and conditional employees, knowledge, responsibilities, and reporting	
O T	X	2. Proper Cold Holding temperature(41°F- 45°F)	O T	X	13. Proper use of restriction and exclusion; No discharge from eyes, nose, and mouth	
O T	X	3. Proper Hot Holding temperature(135°F)	Preventing Contamination by Hands			
O T	X	4. Proper cooking time and temperature	O T	X	14. Hands cleaned and properly washed/ Gloves used properly	
O T	X	5. Proper reheating procedure for hot holding (165°F in 2 Hours)	O T	X	15. No bare hand contact with ready to eat foods or approved alternate method properly followed	
O T	X	6. Time as a Public Health Control, procedures & records	Highly Susceptible Populations			
Approved Source						
O T	X	7. Food and ice obtained from approved source; Food in good condition, safe, and unadulterated; parasite destruction	O T	X	16. Pasteurized foods used; prohibited food not offered Pasteurized eggs used when required	
O T	X	8. Food received at proper temperature	Chemicals			
Protection from Contamination						
O T	X	9. Food Separated & protected, prevented during food preparation, storage, display, and tasting	O T	X	17. Food additives, approved and properly stored; Washing Fruits & Vegetables	
O T	X	10. Food contact surfaces and Returnables, Cleaned and Sanitized at (see below) ppm/temperature	O T	X	18. Toxic substances properly identified, stored and used	
O T	X	11. Proper disposition of returned, previously served or reconditioned	Water/ Plumbing			
Priority Foundation Items: (2 Points) violations Require Corrective Action within 10 days						
Demonstration of Knowledge/ Personnel			Food Temperature Control/ Identification			
O T	X	21. Person in charge present, demonstration of knowledge, and perform duties/ Certified Food Manager (CFM)	O T	X	27. Proper cooling method used; Equipment Adequate to Maintain Product Temperature	
O T	X	22. Food Handler/ no unauthorized person/ personnel	O T	X	28. Proper Date Marking and disposition	
Safe Water, Recordkeeping and Food Package Labeling			O T	X	29. Thermometers provided, accurate, and calibrated; Chemical/ Thermal test strips	
O T	X	23. Hot and Cold Water available; adequate pressure, safe	Permit Requirement, Prerequisite for Operation			
O T	X	24. Required records available (shellstock tags, permitte destruction), Packaged Food labeled	O T	X	30. Food Establishment Permit (Current and Valid)	
Conformance with Approved Procedures			Utensils, Equipment, and Vending			
O T	X	25. Compliance with Variance, Specialized Process, and HACCP plan; Variance obtained for specialized processing methods, manufacturer instructions	O T	X	31. Adequate handwashing facilities; Accessible and properly supplied, used	
Consumer Advisory			O T	X	32. Food and Non-food Contact surfaces cleanable; properly designed, constructed, and used	
O T	X	26. Posting of Consumer Advisories, raw or under cooked foods (Disclosure/Resistors/Buffer Plates/ Allergen Label)	O T	X	33. Warewashing Facilities, installed, maintained, used/ Service sink or dish cleaning facility provided	
Core Items: (1 Point) Violations Require Corrective Action Not to Exceed 90 Days or Next Inspection, whichever Comes First						
Prevention of Food Contamination			Food Identification			
O T	X	34. No Evidence of insect contamination, rodent/other animals	O T	X	41. Original container labeling (Bulk Food)	
O T	X	35. Personal Cleanliness/eating, drinking or tobacco use	Physical Facilities			
O T	X	36. Wiping Cloths, properly used and stored	O T	X	42. Non-Food Contact surfaces clean	
O T	X	37. Environmental contamination	O T	X	43. Adequate ventilation and lighting; designated areas used	
O T	X	38. Approved thawing method	O T	X	44. Garbage and Refuse properly disposed; facilities maintained	
Proper Use of Utensils			O T	X	45. Physical facilities installed, maintained, and clean	
O T	X	39. Utensils, equipment, & linens; properly used, stored, dried, & handled/ In use utensils, properly used	O T	X	46. Toilet Facilities, properly constructed, supplied, and clean	
O T	X	40. Single-service & single-use articles, properly stored and used	O T	X	47. Other Violations	



The City of  
**SACHSE**

# Performance Measures

	FY 23/24	FY24/25
Total number of Code Enforcement Cases	1,419	2,268
Percentage of cases closed through voluntary compliance	84%	91%
Total number of days to close case	9.9	7.5
Total number of contractor abatements	35	23

- Currently for FY 2025/2026 – 797 cases have been created, though this year is not yet complete



# Top Five Violations

1. Bandit signs – 596
2. Bulk trash – 476
3. Vegetation (grass/weeds) – 463
4. Blight – 211
5. Property maintenance – 90



# Top Five Violations



# Accomplishments

- Successfully hosted two X-Treme Green events:
  - May 17, 2025 – 505 vehicles served
  - September 20, 2025 – 367 vehicles served
- Multi-family inspections
  - Completed 96 multi-family inspections to support property compliance
- Single family registrations
  - Received 87 single-family rental registrations/tenant updates



# Accomplishments

- X-Treme Green Event enhancements
  - Improved traffic flow, vendor coordination, and overall efficiency
- Community Tool Shed Program growth
  - Increased resident participation and program usage
  - Proposed mobile trailer
- Proactive Code Enforcement Efforts
  - Increased focus on proactive inspections
- Improved Case Workflow and Communication
  - Continued use of SeeClickFix and incorporated Comcate
- Interdepartmental Coordination
  - Collaborated with multiple departments



# Mobile Tool Shed

- 34 residents have rented from the tool shed since October 1, 2025
- Items available for rental: mowers, weed eaters, edgers, blowers, pole saws, and chain saws
- Beta testing new rental system due to popularity
- Considering a cargo trailer (similar to the TRAIN trailer) in place of the bus to allow for more opportunities



# Mobile Tool Shed



## City Of Sachse | Neighborhood Services

[Book Now](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	09:00 AM	09:00 AM	09:00 AM	09:00 AM	09:00 AM	
	04:30 PM	04:30 PM	04:30 PM	04:30 PM	11:00 AM	

+12149078112  
 @ mquintero@cityofsachse.com  
 3815-B Sachse RD , sachse, US, 75048  
 cityofsachseneighborhoodservices.simplybook.me



# Current Challenges

- Bulk Trash
- Railroad ROW maintenance
  - Reminder: ownership recently transitioned from KSC to CPKC
  - New owners have a different perspective on maintenance and contends that they are not required to adhere to the City's high grass and weeds standards
  - Staff is in frequent contact with them regarding the matter, but this does continue to be a challenge as they are technically exempt from the City's code



# Strategic Initiatives for FY 2025-2026

- Ordinance enhancements
  - Addressing gaps related to overgrown vegetation standards
  - Evaluating regulations for parking on unimproved surfaces
- Multi-family program improvements
  - Transitioning toward a more comprehensive inspection and compliance approach
- Single-family program updates
  - Strengthening existing programs to improve neighborhood consistency and compliance
- IPMC adoption and alignment
  - Evaluating updates to align with current property maintenance standards and best practices



# Questions?



## G. Discussion Items

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<b>Subject:</b>	<b>2. Discuss and provide direction on proposed ordinance revisions for Neighborhood Services.</b>
Meeting	May 18, 2026 - City Council Meeting
Access	Public
Type	Discussion
Fiscal Impact	None
Recommended Action	Discuss and provide direction on proposed ordinance revisions for Neighborhood Services.
Goals	Provide a high quality of life environment for families; individuals; businesses; and other organizations in Sachse.

### **BACKGROUND**

Overgrown vegetation and parking on unimproved surfaces continue to be recurring concerns within the community due to gaps and limitations within the City's current regulations. While the City's code addresses high weeds and grass and contains certain zoning provisions related to parking surfaces, there are limited clear, practical, and enforceable standards specifically addressing vegetation encroachment into public rights-of-way or vehicles parked on lawns and other non-paved surfaces in existing residential areas.

Residents frequently report concerns related to trees, shrubs, and landscaping obstructing sidewalks, streets, alleys, and visibility at intersections, as well as vehicles being parked on grass, dirt, or other unimproved surfaces. These conditions can create safety concerns, contribute to drainage and erosion issues, negatively impact neighborhood appearance, and result in inconsistent property maintenance standards across the community. Additionally, the lack of clearly defined regulations has created challenges with enforcement and compliance, often requiring subjective interpretation and limiting staff's ability to apply standards consistently.

As a result, staff is bringing these items forward for City Council discussion and direction to evaluate and potentially establish clearer standards within the City's property maintenance regulations. The intent is to create straightforward, enforceable requirements that promote public safety, maintain accessibility, protect neighborhood appearance, and ensure consistent application across the community while aligning with the City's overall quality-of-life goals.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Discuss and provide direction on proposed ordinance revisions for Neighborhood Services.

File Attachments
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- |  |
|--|
| 1. Presentation_Neighborhood Services Ordinance Revision_FINAL |
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# Proposed Ordinance Revisions for Neighborhood Services

City Council  
May 18, 2026



# Overview

- Concerns
- Research
- Proposed Ordinance Standards
- Enforcement
- Implementation Plan
- Recommendation
- Next Steps



# Concerns

## Overgrown Vegetation

- Vegetation encroaching into:
  - Streets
  - Sidewalks
  - Alleys/easements
- Creates safety hazards for:
  - Pedestrians
  - Motorists
  - Emergency vehicles
- Obstructs visibility at:
  - Intersections
  - Traffic control devices

## Parking on Unimproved Surfaces

- Vehicles parked on:
  - Grass
  - Dirt
  - Landscaped areas
- Creates:
  - Erosion and drainage issues
  - Mud/debris tracked onto streets
  - Declining neighborhood appearance



# Research - Summary

## Overgrown Vegetation

- 7–8 ft sidewalk clearance standard
- 14 ft street clearance standard
- Encroachment into ROW generally prohibited
- Visibility protections are commonly included

## Parking on Unimproved Surfaces

- Parking on grass/dirt prohibited in most peer cities
- Improved/paved surfaces required
- Typically enforced through:
  - Property maintenance codes
  - Zoning regulations
  - Development standards



# Research – Overgrown Vegetation

City	Sidewalk Vertical Clearance	Sidewalk Encroachment	Street Vertical Clearance	Street Encroachment	Alley / Vehicular Easement Clearance	Visibility / Sight Distance	Unsafe / Dead Tree Authority
Farmers Branch	7 ft	No encroachment beyond sidewalk edge	14 ft	No encroachment past back of curb or pavement edge	14 ft; no encroachment	Not specified	Yes
Rockwall	7 ft	No encroachment beyond sidewalk edge	14 ft	No encroachment past back of curb or pavement edge	14 ft; no encroachment	Not specified	Not specified
Rowlett	8 ft	No encroachment blocking pedestrian access	14.5 ft	No encroachment past back of curb or pavement edge	12 ft; ≤18 in. lateral encroachment	200 ft intersections; 100 ft signs & curves; parkway 2.5–9 ft	Yes
Murphy	~8 ft	Obstruction prohibited	14 ft	Obstruction prohibited	Not specified	Intersections & traffic control devices	Not specified
Celina	7–8 ft	Encroachments prohibited	14 ft	Encroachments prohibited	14 ft (vehicular easements)	Intersections & hydrants	Not specified
Richardson	7 ft	Obstruction prohibited	14 ft	Obstruction prohibited	14 ft vertical; 1 ft lateral setback	Motorist & pedestrian visibility	Not specified
Royse City	Not specified	Any projection into ROW prohibited	Not specified	Any projection into ROW prohibited	Not specified	Not specified	Not specified
Anna	Not specified	Hazard or obstruction prohibited	Not specified	Hazard or obstruction prohibited	Not specified	Not specified	Not specified
Princeton	Not specified	Obstruction prohibited	Not specified	Obstruction prohibited	Not specified	Not specified	Not specified
Wylie	Not specified	Obstruction prohibited	Not specified	Obstruction prohibited	Not specified	Not specified	Not specified

# Research – Parking on Unimproved Surface

City	Residential (Grass/Dirt Parking)	Non-Residential Parking	Regulatory Approach
Farmers Branch	Prohibited; must use driveway/hard surface	Must be paved per site plan	Property Maintenance + Zoning
Richardson	Prohibited; no parking on lawns	Paved surfaces required	Property Maintenance + Zoning
Rowlett	Property maintenance violation	Improved surfaces required	Property Maintenance + Development Code
Murphy	Must park on improved driveway	Site plan–approved surfaces only	Property Maintenance + Zoning
Celina	Prohibited except limited cases	Paved/improved parking required	Property Maintenance + Zoning
Rockwall	Enforced as nuisance/condition	Hard-surfaced parking required	Zoning / UDC + Enforcement
Wylie	Enforced as nuisance condition	Paved parking required	Property Maintenance + Zoning
Anna	Addressed through nuisance standards	Improved surfaces required	Property Maintenance + Zoning
Princeton	General nuisance enforcement	Site plan–based standards	Property Maintenance + Zoning
Royse City	IPMC-style enforcement	Paving required	Property Maintenance + Development



# Proposed Ordinance Standards - Vegetation

## ■ Clearance Requirements

### ■ Sidewalks and Pathways

- Minimum eight feet vertical clearance
- No encroachment over sidewalk edge

### ■ Streets

- Minimum 14 feet vertical clearance
- No encroachment over curb or pavement edge

### ■ Alleys and Easements

- Minimum 14 feet vertical clearance
- No encroachment into travel areas

## ■ Visibility Requirements

### ■ Vegetation may not obstruct:

- Intersections
- Traffic control devices
- Curves

## ■ Unsafe Trees

### ■ Requires removal or trimming of:

- Dead, damaged, and/or diseased trees or limbs
- When determined to pose a public safety risk



# Proposed Ordinance Standards - Parking

## ■ Residential

- Prohibit parking on:
  - Grass
  - Dirt
  - Landscaped areas
- Allow parking only on:
  - Driveways
  - Garages
  - Approved hard surfaces

## ■ Non-Residential

- Require all parking areas to be:
  - Paved or improved
  - Built per approved site plans
- No expansion of parking onto unimproved areas
- Exceptions (limited)
  - Active construction
  - Emergency/service vehicles
  - City-approved temporary uses



# Enforcement

- Violations will be addressed through a progressive enforcement process
- Enforcement Philosophy
  - Handled through Neighborhood Services
  - Focus on voluntary compliance first
  - Escalation only when necessary



# Enforcement

- **Overgrown Vegetation**
  - Notice of violation
  - Compliance period
  - Final notice
  - Citation
  - Abatement if necessary
- **Parking on Unimproved Surfaces**
  - Violation sticker placed on vehicle
  - 48-hour compliance period
  - Notice to property owner
  - Citation for continued non-compliance



# Implementation Plan

- Ordinance development
  - Finalize language with City Attorney
  - Align with existing nuisance and property maintenance codes
- Internal coordination
  - Standardize inspection and measurement practices
- Public education and outreach
  - Provide clear guidance on trimming requirements
  - Share examples of compliant vs. non-compliant conditions
  - Outreach through website, social media, and public outreach



# Recommendation

- **Overgrown Vegetation**
  - Establish objective clearance and visibility standards
  - Prohibit encroachment into ROW
  - Address unsafe trees/limbs
- **Parking on Unimproved Surfaces**
  - Establish clear parking surface standards
  - Require use of improved surfaces
  - Provide enforceable maintenance standards
- **Overall Goals**
  - Improve public safety
  - Improve neighborhood appearance
  - Increase enforcement consistency
  - Align Sachse with regional best practices



# Next Steps

- Staff is seeking direction from the City Council regarding the proposed ordinance revisions
- If there is a City Council consensus, staff will begin drafting an ordinance
- Once ready, staff will bring the ordinance to City Council for consideration



# Questions?



**G. Discussion Items**

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**Subject:** 3. Receive the 2025 Fire-Rescue Year in Review.

Meeting May 18, 2026 - City Council Meeting

Access Public

Type Discussion

Fiscal Impact None

Recommended Action Receive the 2025 Fire-Rescue Year in Review.

Goals Provide excellent government services to Sachse citizens.  
Meet the public safety needs of a growing citizen; student; and business population.

**BACKGROUND**

Chief Wade will provide the Council with a detailed review of Sachse Fire-Rescue's activities and accomplishments for 2025.

**POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

**RECOMMENDATION**

Receive the 2025 Fire-Rescue Year in Review.

File Attachments

- 1. Presentation\_SFR Annual Update 2025\_FINAL

# Sachse Fire-Rescue 2025 Annual Update

City Council  
May 4, 2026



# Objectives

- Staffing
- Operational Statistics
- Training
- Prevention and Community Outreach
- Volunteer Organizations
- Major Accomplishments
- What's Next

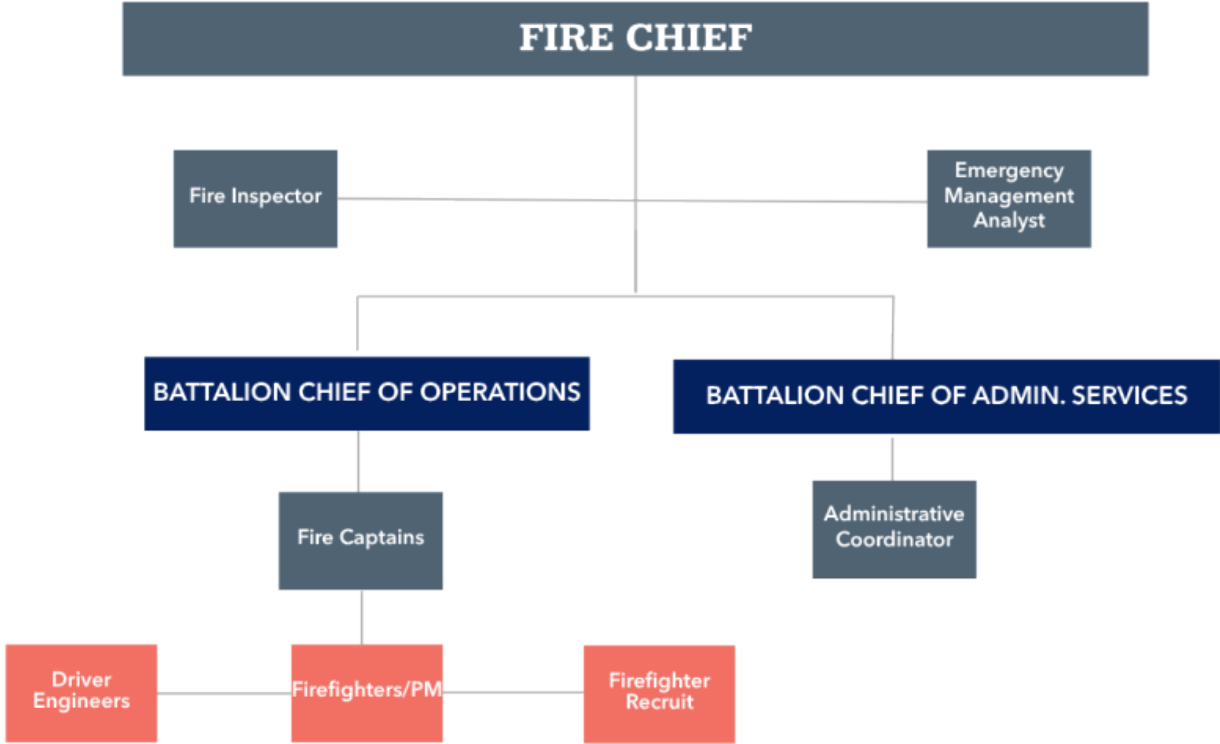


# Current Staffing



**Organizational Chart**  
**Fire-Rescue**

1	Fire Chief
1	Deputy Fire Chief of Operations
1	Division Chief of Administrative Services
1	Fire Prevention
1	Emergency Management Analyst
1	Administrative Coordinator
6	Captains
9	Driver Engineers
21	Firefighters

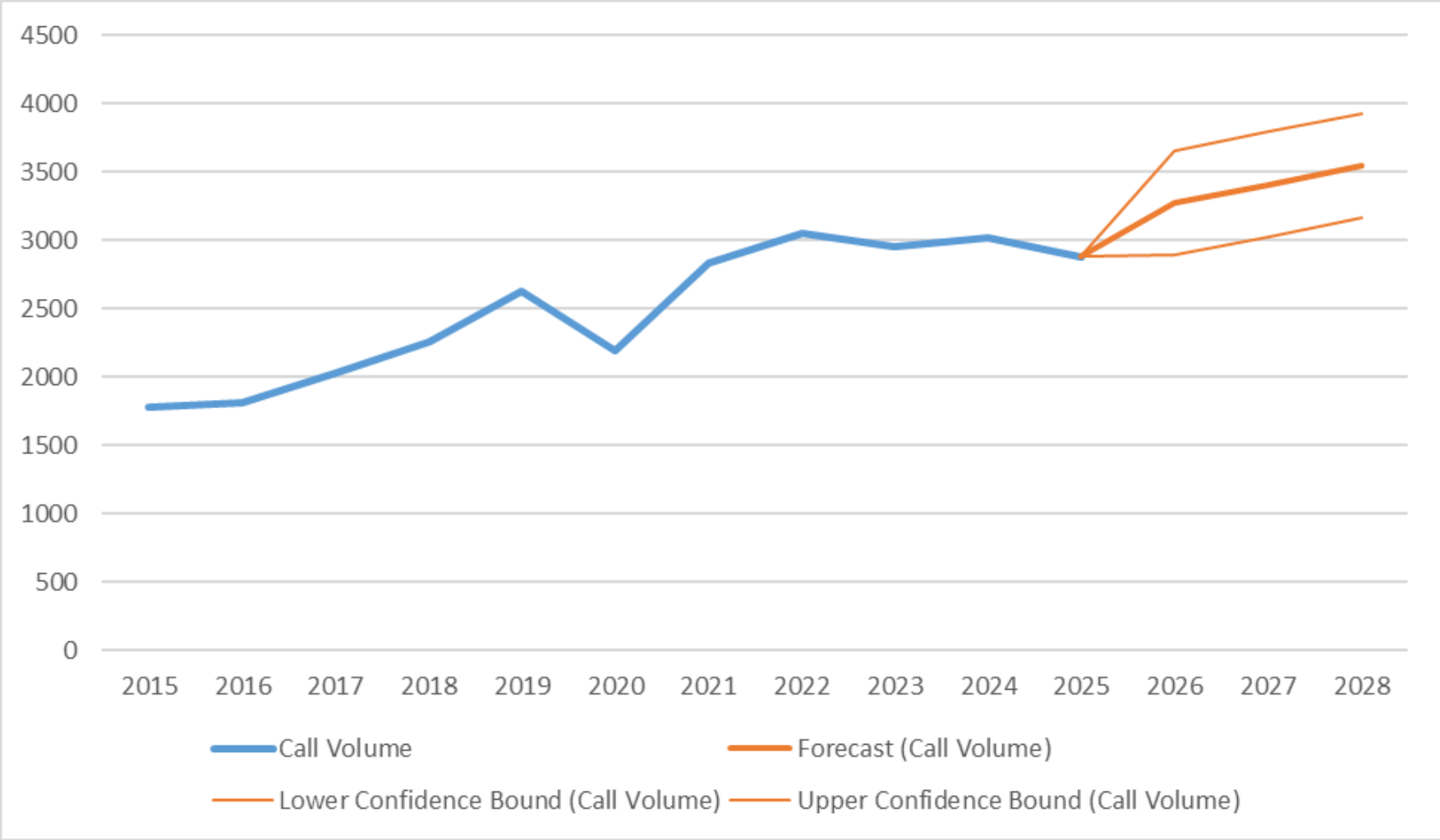


# Staffing in Operations – Current FY 25/26

- 12 Positions every day
  - 10 Personnel Minimum
- Station 1 runs a Ladder Truck and a Medical Unit
- Station 2 runs a Fire Engine and a Medical Unit
- The personnel on Med 2 cross staff the Brush Truck

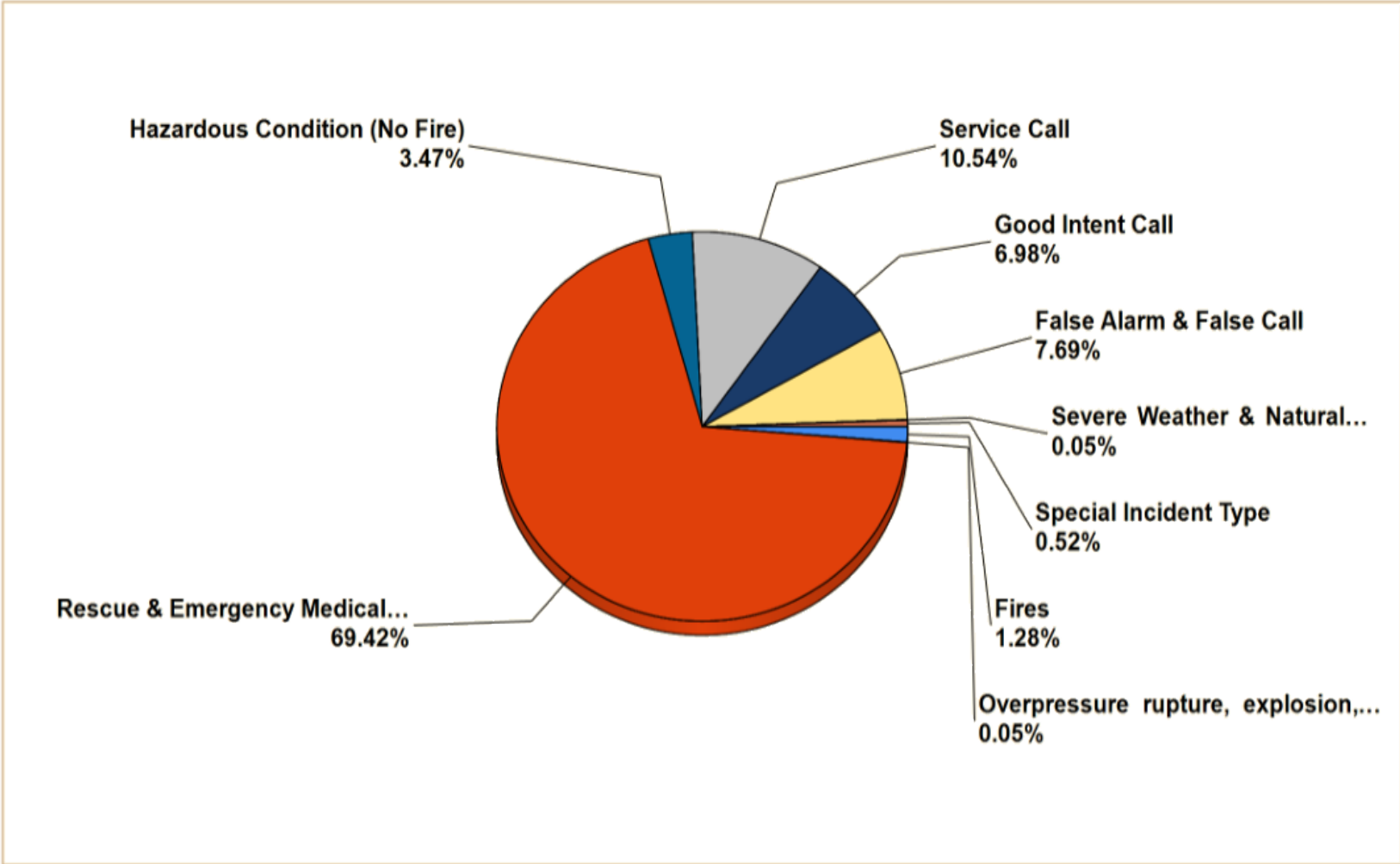


# Operational Statistics



# Operational Statistics

## Response Data – Types of Calls



# Operational Statistics

## Response Data – Types of Calls

	2023	2024	2025
<b>EMS</b>	72.49%	68.89%	69.42%
<b>General Services</b>	15.04%	17.4%	18.14%
<b>False Alarm</b>	6.49%	6.92%	7.69%
<b>Haz Condition No Fire</b>	4.21%	5.46%	3.47%
<b>Fires</b>	1.77%	1.59%	1.28%



# Operational Statistics

## Fire Loss vs. Save Data

	2023	2024	2025
<b>Total Property Value</b>	\$3,634,049.00	\$2,549,530.00	\$2,610,565.00
<b>Fire Loss Estimate</b>	\$1,401,570.00	\$1,063,810.00	\$131,800.00
<b>Fire Loss Percentage</b>	38.57%	41.73%	5.0%

6 Working Structure Fires



# Operational Statistics

## Ambulance Service Fees

	Charge	Sachse Resident	Non-Resident
<b>Critical Care (CC)</b>	** \$1,250	*Waive	** \$1,250
<b>Advanced Life Support (ALS 2)</b>	\$1,750	*Waive	\$1,750
<b>Advanced Life Support (ALS)</b>	\$1,600	*Waive	\$1,600
<b>Basic Life Support (BLS)</b>	\$1,400	*Waive	\$1,400
<b>Mileage</b>	\$24/Mile	*Waive	\$24/Mile
* All balances are waived for Sachse residents after insurance and other benefit payments			
** Critical Care Charges are in addition to ALS-2			

ALS Disposables: \$400  
 BLS Disposables: \$350  
 Oxygen: \$125



# Training / EMS



# Training - Fire

- SFR Personnel logged **15,850.16** hours of training
  - Annual increase of **84.24** hours
- Averaging **368.6** hours per firefighter
- **6,972.75** of these hours meet ISO requirements



# Prevention and Community Outreach

	2023	2024	2025
<b>Fire Investigations</b>	8/43	13/48	6/37
<b>Fire Inspections</b>	179	168	180
<b>Foster/Adoption/Multi-Family Rental Inspections</b>	84	0	2
<b>Plans Reviewed FD</b>	72	40	56
<b>Plans Reviewed 3rd Party</b>	4	0	0
<b>Permits Issued</b>	76	40	76
<b>Public Education</b>	13	11	12
<b>Community Events</b>	51	30	34
<b>Station Tours</b>	12	6	10
<b>Smoke Detector</b>	-	-	38
<b>Car Seat Installs</b>	-	-	7



# Prevention and Community Outreach

- Birthday parties
- Smoke detectors
- Fall prevention programs
- Home safety inspections
- Whitt Walk
- Carter blood drives
- Car seat assistance program
- Fire Prevention Week
- Red White and Blue Blast
- Halloween candy with SPD
- Fire Station open house
- Splash downs
- SFR Safety Squad



# Emergency Management

- Disaster reimbursement: April 26 - June 5, 2024, weather events
  - Total Reimbursement totaling over \$350,000
- Improved FEMA reimbursement readiness and documentation processes
- Unmanned Aircraft Systems (UAS) program - drone
  - Expanded UAS-based mapping capabilities
  - 34 Missions



# Emergency Management

- Strengthened ICS/NIMS compliance across City operations
- EMA Potraza Deployed to Weslaco, Texas, as part of the TDEM ISTF
- Chief Wade deployed to Austin/Travis County EOC as part of the TDEM ISTF
- Modernized the City's Emergency Operations Plan (EOP)
- Purchased a new DJI Matrice 4T



# CERT

- Supported four major regional events, including:
  - Texas Emergency Management Conference
  - Wylie Rodeo
  - Dallas County HHS POD Drill
  - Metro-X Drill for FIFA World Cup preparation
- Director, Tricia Lindsey, presented at the Texas Emergency Management Conference and was elected Vice Chair of the Texas Community Preparedness Council



# CERT

- Fires: 0
- Trainings: 10
- City events: 10
- Volunteer hours: 1,916.5
  - FEMA Resource Typing guideline classification of Type 2 volunteers at valuation of \$31.80 an hour for a total of \$59,028.20 in volunteer contribution
  - A Type 2 volunteer means that the volunteers also have a specific level of training as laid out by FEMA in the CERT Resource Typing Guide



# RACES

## Sachse Radio Amateur Civil Emergency Service

- RACES logged 647 volunteer hours in 2025
- Maintained readiness through ongoing training, exercises, and severe weather support
- Supported City events and emergency communications operations
- Improved HAM radio system – added new repeater
- Hosted Field Day 2025 with Sachse Fire-Rescue, including training and FCC testing



# Fire and Med Corp

Comprised of alumni of the Sachse Citizens Fire Academy

- Fire hydrants street markers project
- AED program, inspections of AED's deployed at JK Sachse Park (1), Heritage Park (2), and Salomon Park (1)
- Fire inspection program support
- Worked Departmental and City Events
- Supports the SFR Citizen Fire Academy
- Total Volunteer Hours – 297



# Major Achievements

- 17 personnel earned or upgraded certifications
- Completed Citizens Fire Academy (Class #5)
- Integrated UAS 2D/3D mapping into pre-plans
- Promoted two FF/Paramedics to Driver Engineer (EMS Coordinators)
- Volunteer programs expanded
- ICS/NIMS
- Completed the Avive AED rollout. City Hall, Senior Center, Library, Public Safety, Community Center, Animal Shelter, All police patrol vehicles, Fire Chief vehicles, Public works vehicles, Neighborhood Services
  - Total 42 units



# What's Next

- Fire Station 2 remodel/redesign: evaluating
- Fire Station 3: evaluating the need
- Training facility: evaluating
- Apparatus purchase planning
  - Ambulance ordered: 2027
  - Ladder truck ordered: 2030?
  - Engines up to 24 months: no order
- ISO 1
  - Application has been submitted
  - Gap analysis
- Drone program – anticipate two new pilots soon
- Class #6 of the Citizens Fire Academy
  - May 7 – June 18, 2026





# Questions?