

RESOLUTION NO. R-3827

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, ADOPTING A POLICE MOTORCYCLE UNIT POLICY AND MOTORCYCLE LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, MOTORCYCLE LEASE AGREEMENTS AS NEEDED.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby adopts a Police Motorcycle Unit Policy (Policy) for Officers assigned to the Police Motorcycle Unit.

Section 2. A copy of said Policy is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. The City Council of the City of Rosenberg hereby adopts a Motorcycle Lease Agreement (Agreement) and authorizes the City Manager to execute Agreements, as needed, between the Officer employed by the City ("Lessor") and the City ("Lessee").

Section 4. A copy of said Agreement is attached hereto as Exhibit "B" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 4 day of February 2025.



ATTEST:

APPROVED:

Danyel Swint
Danyel Swint, TRMC, CITY SECRETARY

William Benton
William Benton, MAYOR



	ROSENBERG POLICE DEPARTMENT	
	General Order 7.18 Police Motorcycle Unit Policy	
	Effective Date: 2-04-2025	Replaces: N/A
	Approved:  <div style="text-align: center;">Chief of Police</div>	
Reference:		

I. POLICY

It is the policy of this department that all personnel operating police motorcycle vehicles while in the course of their duties shall do so in a safe and reasonable manner, with due regard for the safety of all persons. Police motorcycle officers shall demonstrate exemplary riding skills. Police motorcycle officers shall conduct enforcement of the transportation and penal code as the primary duty of their position. The emphasis of a motorcycle officer's traffic enforcement is placed on violations that contribute to accidents and that prevent hazards to vehicular and pedestrian traffic.

II. PURPOSE

The purpose of the Police Motorcycle Operating Procedures is to provide appropriate criteria and guidelines for the safe operation of police motorcycles during the course of duty.

III. DEFINITIONS

- A. Emergency response. Driving in response to a life-threatening or other serious incident (based on available information) which requires emergency equipment in operation. Emergency driving with emergency lights and siren activated allows officer to disregard certain traffic regulations but officers must still drive with due regard for the safety of the officer and others.
- B. Emergency equipment. Emergency lights and a siren, whistle, or air horn designed to give intermittent signals automatically. All marked vehicles have distinctive, reflectorized decals for additional visibility. In this order, an authorized emergency vehicle is one that is equipped with emergency equipment.
- C. Motorcycle. Shall have the definition as set forth in the Texas Transportation Code.

- D. Normal or routine driving. That driving which dictates vehicle speed consistent with the normal flow of traffic, obedience to vehicle laws and posted signs, adherence to commonly-understood "rules of the road."
- E. Police Motorcycle. A motorcycle equipped with emergency warning devices and police markings operated in the course of the duties of a police officer.

IV. MINIMUM OFFICER REQUIREMENTS

A. Basic Requirements

1. Must be a police officer with at least 5 years' experience of operating an emergency vehicle in a safe manner.
2. Must have a working knowledge of state traffic laws and city ordinances.
3. Must have the ability and physical stamina to operate a motorcycle under any conditions.
4. Must be self-motivating and able to work closely with others with minimal supervision.

B. License Requirement

Motorcycle operators shall hold a valid Texas motorcycle license prior to any operation of a police motorcycle as required by state law.

C. Initial Certification

Motorcycle officers shall complete the Basic Police Motorcycle Operator Course (TCOLE #667374 or equivalent) prior to operating a police motorcycle on duty for the City of Rosenberg.

D. Motorcycle

Officers shall be required to supply a personally owned motorcycle equipped with emergency warning devices and striped as outlined in this policy.

E. Insurance

Motorcycle officers shall be required to maintain current liability insurance on their vehicle at all times as required by state law to cover operation of their vehicle while off-duty.

V. DUTIES AND EXPECTATIONS

A. Daily operations

1. Due to the nature of a motorcycle, a motorcycle officer's primary objective will be to deter bad driving behavior through pro-active policing. This pro-active policing will come from, but is not limited to enforcement of the following:
 - a. Texas Transportation Code
 - b. Texas Penal Code
 - c. Rosenberg City Ordinances
2. Motorcycle officers are expected to be self-motivated and high performing traffic enforcement officers.
3. Motorcycle officers are not call responsive units but may respond to emergency calls should the situation dictate their need.

B. Emergency Response

The department recognizes that a motorcycle has inherent dangers not found in normal operation of a patrol car. When conducting emergency response, a motorcycle officer should take the following into consideration when determining their response to a scene:

1. The nature and seriousness of the offenses
2. Vehicular and pedestrian traffic,
3. The location of the response
4. The time of day
5. The road and weather conditions
6. The availability of other department resources to accomplish the response without the need of a motorcycle response

C. Pursuits

1. Motorcycles are not considered pursuit vehicles and should not respond to a pursuit initiated by another officer.
2. If the pursuit is initiated by a motorcycle unit, the officer shall abandon the pursuit when a four-wheeled unit joins the pursuit, and that vehicle will become the primary unit.
 - a. The motorcycle officer may proceed to the termination point of the pursuit if the suspect is apprehended.

D. Inclement Weather

1. Motorcycle officers shall operate their motorcycles in all types of weather with the following exceptions, to include but not limited to:
 - a. Ice on roadways
 - b. Snow on roadways
 - c. Sleet on roadways
 - d. Thunderstorms producing dangerous lightning
 - e. Heavy continuous rain
 - f. Hail storms
 - g. Sustained high winds exceeding 30 mph or more
2. Weather conditions will be evaluated by a supervisor. Ambient temperatures below 20 degrees Fahrenheit and Heat index temperatures above 115 degrees Fahrenheit (Very high to Extreme – OSHA standards) should be decidedly considered. Appendix attached
3. Upon supervisor approval, motorcycle officers may be placed in patrol vehicles to carry out their duty assignments.

E. Training

1. Monthly Training
 - a. Motorcycle officers are expected to attend monthly training sessions to maintain a high level of riding proficiency. The content of these classes will vary in an attempt to bring about new and relevant information. Officer safety and performance will be the focus of each class while instructors monitor for riding weaknesses.
2. Yearly Recertification
 - a. Motorcycle officers will be required to successfully complete a recertification test yearly to maintain their position as a motorcycle officer with the department.
 - b. A practical assessment to the standard of 80% will be required for motorcycle officers. This assessment will employ the fundamental cone patterns of the 80-hour Basic Police Motorcycle Operator School to evaluate annual performance. A police motorcycle operator will be afforded two (2) attempts to pass the skills test portion of the class.
 - c. Motor officers who fail to complete a yearly recertification to the set standard shall immediately have all on-duty and outside motorcycle employment privileges temporarily suspended. Arrangements will

then be made to allow the officer an opportunity to retake the recertification test at a later date.

- i. If the retake is successful, the officer's motorcycle privileges may be reinstated if there is a vacancy for the position.
 - ii. If the retake is unsuccessful, the officer's chain of command will be notified up to the Chief of Police to inform him/her of the recertification failure with a request on how best to proceed. Reinstatement of motorcycle privileges may require the officer to attend and successfully complete another 80-hour basic police motorcycle operator course.
- d. The inability to pass the annual recertification after subsequent attempts may, at the discretion of the Chief of Police, lead to the officer's removal from motorcycle officer position.

VI. MOTORCYCLE REQUIREMENTS

A. Make/Model

The vehicle placed in service shall be of make, model, and design generally accepted for police services use. The following motorcycles shall be acceptable models for use on-duty:

- a. Harley Davidson Road King Police (FLHP)
- b. Harley Davidson Electra Glide Police (FLHTP)
- c. Harley Davidson Road Glide Police (FLTRXP)
- d. Harley Davidson Pan America (RA1250)
- e. Honda Goldwing (Manual Transmission Only)
- f. Honda Goldwing Touring (Manual Transmission Only)
- g. BMW R 1250 RT-P

B. Color/Striping

1. Motorcycles shall be of a color approved by the Chief of Police.
2. Motorcycles shall have police decals attached to them which make the vehicle recognizable as a police vehicle from all sides of the vehicles. Police vehicle decals shall be approved by the Chief of Police prior to installation on the motorcycle.

C. Vehicle Age/Service Life

1. A police motorcycle being utilized for on-duty enforcement use shall not exceed 5 years of age or 50,000 miles on the odometer.

2. The Chief of Police may grant an exception for additional time of continued service. This exception shall be good for a one-year period and will be evaluated annually. The Chief of Police may grant additional annual exceptions for a vehicle which is not to exceed a total of 10 years of age or 100,000 miles on the odometer.
 - a. A written request to the Chief of Police for an exception for additional vehicle service time shall be made at the beginning of each year.
 - b. Included with the request should be documentation from a reputable service center declaring that, upon inspection, the motorcycle is mechanically fit for an additional twelve months of police service.

D. Condition

All motorcycles shall be maintained in a manner that presents a professional appearance. Motorcycles and their equipment will be neat, clean and in good repair.

E. Minimum Required Equipment

1. Siren

Motorcycles will be equipped with an electronic siren capable of at least two (2) tones with an air horn.

2. Emergency Lighting

- a. Police motorcycles placed into service must have installed emergency lighting which is clearly visible from a reasonable distance during daytime hours and is visible from the front, rear, and both sides of the vehicle.
- b. Emergency lighting shall include alternating red and blue lights and may include white or amber lights.
- c. All emergency lights will be LED's and be of a reputable brand/make.

3. Windshield

- a. Motorcycles must be equipped with a safety windshield.
- b. Unless a motorcycle police package for a particular model comes with a fairing as standard equipment, no other fairing shall be allowed.

4. Seat
 - a. Harley Davidson Motorcycles must have a police-type solo seat installed. Honda and BMW motorcycles may retain the factory mounted seat, but passengers are prohibited.
5. Motorcycle Protection
 - a. Motorcycles must have guards installed which protect both the engine and saddlebags in the event that the bike falls over.

F. Modifications

1. No modifications shall be made to a motorcycle which deviates from the standard appearance of a police motorcycle without prior authorization from the Chief of Police or his designee.
2. No modifications shall be made to a motorcycle which violate the laws of the State of Texas to include State emissions standards and City of Rosenberg noise ordinances.

G. Inspection

1. All motorcycles shall be inspected by the Chief of Police or his designee for compliance with state law, city ordinance, and department policy prior to initially being placed into service.
2. All motorcycles shall be re-inspected at least once annually by the Chief of Police or his designee during mandatory requalification training. Such inspection shall ensure safe mechanical operation and compliance with state law, city ordinance, and department policy.

VII. UNIFORM

A. Uniform

1. Motorcycle Officers will maintain a professional appearance keeping their equipment and uniforms neat, clean, and in good repair at all times.
2. Motorcycle officers will only wear department approved uniform shirts over department approved motor breeches with the standard duty belt.
3. Motorcycle officers will only wear department approved cold gear and rain gear while operating on-duty.
4. Motorcycle officers may wear a uniform other than the standard motorcycle officer uniform on training days when not acting in an on-duty enforcement role.

5. Optional authorized equipment that may be purchased by motorcycle officers to use when operating a motorcycle:
 - a. Helmet mounted blue tooth (hands free) cellular telephone devices
 - b. Helmet mounted shields/visors (black tinted/silver/clear)
 - c. Black riding gloves, thermal gloves or mittens
 - d. Heated or insulated under garments
 - e. Black rubber boot covers
 - f. Non-decorative black or dark blue half face cover/scarf

B. Boots

Motorcycle officers will only operate on-duty with the standard department issued black motorcycle leather boots which provide foot, ankle, and lower leg protection. Officers may wear standard tactical boots during training days at their discretion.

C. Helmet

1. Motor operators will wear a department approved motorcycle helmet at all times while the motorcycle is in motion:
 - a. The chin strap and rear strap will be adjusted for comfort and fit.
 - b. The clasp on the chin strap must be securely fastened.
2. A helmet must be replaced if there is visible damage or the integrity is in question. Damage due to negligence by the motorcycle officer will be handled in accordance with department policy.
3. A helmet worn during a crash must be replaced if it contacts an object that, if not for its use, could have resulted in a head injury.
4. All motorcycle helmets should be regularly inspected by the officer that they are issued to and will be inspected annually by the Chief of Police or his designee for replacement evaluation. All motorcycle helmets will be replaced after 5 years of use, regardless of damage or condition.

D. Helmet Communications System

All helmet communication systems should be regularly inspected by the officer that they are issued to for damage and performance abilities. All helmet communication systems will be inspected annually by the Chief of Police or his designee for replacement evaluation. All helmet communication systems will be replaced after 5 years of use, regardless of damage or condition per manufacturer recommendations.

VIII. MAINTENANCE

- A. Each officer will establish a regular preventative maintenance program according to the manufacture's recommendations for scheduled service and fluids (owner's manual).
 1. Prior to each working shift, the officer will conduct an equipment inspection of the motorcycle to include but not limited to:
 - a. Engine fluid levels
 - b. Tire pressures and tread wear
 - c. Shock pressures
 - d. Brake pad wear
 - e. Working lights and siren
 - f. Damaged or missing parts
 2. Each officer will ensure their motorcycle is current for all State requirements:
 - a. Vehicle inspection pre-requisite for annual registration
 - b. Annual registration (license plate)
 - c. Valid insurance
 3. Motorcycle Officers will make an appointment with a service center of their choice to schedule preventative maintenance service whenever possible. Preventive maintenance may be done during regular duty hours but shall not exceed 1.5 hours of service time. Officers will notify his/her supervisor of scheduled servicing.

IX. VEHICLE SERVICE & REPLACEMENT

- A. Motorcycle officers who breakdown during their regular shift shall:
 1. Inform the dispatcher that he/she will be out of service.
 2. Notify his/her supervisor of the breakdown and the need for a motorcycle trailer or ride the motorcycle to a shop for repairs if it can be operated safely.
 - a. As soon as possible after arrival, the officer will obtain an estimate of time to complete repairs and notify his/her supervisor.
 - b. When repairs cannot be completed or the motorcycle will be inoperable for an extended period of time, the officer will promptly inform his/her supervisor who will advise the officer of the proper course of action to return to service.

c. If an officer intends to personally make repairs to the motorcycle, the officer will keep his/her supervisor apprised of the status of the repairs and the estimated time to return to service.

B. In the event of an accident involving the vehicle, loss of service time shall not exceed 30 calendar days per year with the written consent of the Chief of Police.

STATE OF TEXAS

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COUNTY OF FORT BEND

MOTORCYCLE LEASE AGREEMENT

THIS MOTORCYCLE LEASE AGREEMENT (“Agreement”), made and entered into effective as of the _____ day of _____, 20__ (“Effective Date”) by and between _____, a certified peace officer employed as a police officer by the City of Rosenberg Police Department (“Lessor”), and the City of Rosenberg, Texas, a Texas municipal corporation (“Lessee”). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I

1.01 Purpose

The purpose of this Agreement is to set forth the terms and conditions which Lessor will lease a motorcycle to the City of Rosenberg (Lessee) for Lessor’s usage during the course of his/her duties as an employee of the Rosenberg Police Department and only during the performance of duties as directed by the Rosenberg Police Department. The parties agree that the leased property is necessary to preserve or protect the health and safety of the City of Rosenberg residents.

1.02 Lease and Term

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the motorcycle (“the Vehicle”) listed on the Vehicle Schedule attached to this Agreement. This Agreement shall become effective on the Effective Date stated above or on the date both parties have executed this Agreement; whichever date is later. This Agreement shall be for a term of one (1) year from the Effective Date.

ARTICLE II

2.01 Vehicle Acceptance

Upon proper inspection and determination by the Rosenberg Police Department that the Vehicle complies with the Rosenberg Police Department General Order 7.18 and upon execution and approval of this agreement the Vehicle will be placed in service. Lessee agrees to provide and pay for the cost of striping, lettering or artwork required by the Lessee for use in police business. Lessee will also provide and pay for the following equipment: radar and Motorola two-way radio. Lessor will provide and pay for all emergency lighting (red and blue lights and light controls), siren and siren controls and equipment box.

The Vehicle placed in service shall be of make, model and designed and fully comply with the requirements set out in Rosenberg Police Department (RPD) General Order 7.18 for Police Motorcycle Unit Procedures.

2.02 Title

Title to the Vehicle leased in this Agreement shall be and remain in the name of Lessor. Lessee shall acquire no right, title, equity or other interest in the Vehicle other than the rights to ownership and the ability to remove any additional equipment in accordance with Section 2.01 above.

2.03 Registration

The Vehicle leased under this Agreement shall at all times remain properly registered in the ownership of Lessor as reflected in the Texas public records.

ARTICLE III

3.01 Vehicle Allowance

In exchange for a set number of hours of use of the Vehicle by Lessor within the City during Lessor's on-duty schedule as a Rosenberg Police Officer, Lessee shall pay to Lessor a Lease payment in the amount of one thousand dollars and 00/100 (\$1,000.00) per month, less standard deductions, payable on the first City pay period of each month. The Vehicle patrol use shall be scheduled by the Chief of Police of the City or his designee.

3.02 Licenses and Taxation

All taxes, expenses, interest, and license charges levied on, or assessed on the Vehicle shall be paid by Lessor. Lessor is solely responsible for all taxes, and license charges assessed by any taxing or license authority based on ownership, lease or operation of the Vehicle during the term of this Agreement. All toll road and managed lane charges levied, or assessed against the Vehicle shall be paid by Lessor. The Vehicle must be properly registered and licensed at the time of execution of this agreement.

ARTICLE IV

4.01 Lessor to Provide Maintenance

Lessor agrees to provide all maintenance on the Vehicle as required by the manufacturer and by Rosenberg Police Department General Order 7.18, and to maintain the Vehicle in good working condition including, but not limited to, the following:

- a. Tires, tubes and all other operating supplies and accessories that are necessary for proper and efficient operation of the Vehicle.
- b. Maintenance and repairs, including preventative maintenance, including all labor and parts that may be required to keep the vehicle in good operating condition and to assure the additional Rosenberg Police Department equipment is in good working condition.

4.02 Fuel

Lessee agrees to provide up to five (5) gallons of fuel per scheduled workday for the Vehicle while the Lessor is on-duty performing assigned tasks with the Vehicle.

ARTICLE V

5.01 Qualifications of Driver

The parties agree the Vehicle shall be operated exclusively by the Lessor. Lessor shall comply with all Rosenberg Police Department requirements, general orders, and policies and shall remain properly licensed and exercise care in the operation of the Vehicle. Lessor shall use the Vehicle in a careful and lawful manner, and only in accordance with the use contemplated by the Vehicle

manufacturer. Lessor shall comply with all laws, ordinances, insurance policies, and regulations relating to the possession, use, operation, and maintenance of the Vehicle. Lessor shall be fully qualified to operate the Vehicle as required by Texas law and Rosenberg Police Department requirements.

ARTICLE VI

6.01 Insurance furnished by Lessee

Lessee shall, maintain at all times during the Lease term, at its expense, public liability, collision, and property damage insurance for the Vehicle in a similar manner and in the amount of coverage maintained by the City for other similar equipment owned or leased by the City.

6.02 Insurance furnished by Lessor

Lessor shall, at Lessor's sole cost, maintain at all times during the Lease term, public liability, collision, and property damage insurance coverage for the Vehicle in the following amount \$ necessary to cover damage to the Vehicle and both Lessee and Lessor against possible liability claims that may arise from off-duty use of the Vehicle, and Lessee shall verify the coverage. Lessor shall not allow the coverage to lapse at any time during the term of this Agreement. A lapse in insurance coverage will result in termination of this agreement.

6.03 Notice of Accident, Theft or Inoperability

The Lessor agrees to immediately notify Lessee of any accident, collision, theft damage or mechanical malfunction rendering the Vehicle inoperable. Lessor agrees to complete a detailed written report to Lessee concerning such incident within forty-eight (48) hours, and to render any other assistance to Lessee or any insurance carrier as requested due to an investigation, or defense or prosecution of any claims or lawsuits.

6.04 Limitations on Repair and Replacement Intervals

Lessor agrees that the Vehicle shall not be unavailable or out of service for more than two (2) working days per month, and that the allowance provided in Section 3.01 shall be reduced by thirty dollars (\$30.00) each day the Vehicle is out of service in excess of two (2) working days.

In the event of Vehicle replacement, Lessor shall furnish Lessee a detailed description of a replacement Vehicle for the purpose of amending the Vehicle Schedule, furnishing Lessee evidence of new liability insurance and providing insurance documentation.

6.05 Hold Harmless and Indemnity

LESSOR SHALL INDEMNIFY AND DEFEND CITY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES ARISING FROM ACTIVITIES OF LESSOR, HIS/HER AGENTS PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR OR OMISSION OF LESSOR.

6.06 Operation of Motorcycle

Lessor shall not permit the motorcycle to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The City may inspect the motorcycle on the City's premises or elsewhere at any and all reasonable times and the Lessor shall cooperate fully to facilitate such inspections. The parties agree that the Lessor shall operate the Vehicle in the performance of official duties. The parties agree that Lessor may operate the Vehicle in the performance of approved off-duty police assignments as authorized by the Chief of Police or designee. The Lessor shall not allow any other person to use the Vehicle in the performance of official duties or in the performance of approved off-duty assignments. The parties agree that the Lessor only shall use the Vehicle in the performance of police duties or in the performance of approved off-duty assignments.

ARTICLE V

7.01 Assignment

Neither party may assign any of its rights or obligations under this Agreement or sublease the Vehicle, or permit any other person to use the Vehicle, without the written consent of the other party to this Agreement. Any attempt of assignment or sublease by either party without the prior written consent of the other party shall void this Agreement and shall neither relieve that party of

any obligations of liability nor confer any rights upon the attended assignee.

7.02 Modification

No modification or amendment of the Agreement shall be valid unless the same shall be in writing and signed by both parties.

7.03 Parties Bound

This Agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, successors, legal representatives and assigns, except as prohibited by this Agreement.

ARTICLE VIII

8.01 Termination

Lessee may terminate this Lease Agreement at any time during the term by providing written notification to Lessor of such termination. Written notification of termination shall be made by the Rosenberg Chief of Police, or his designee. Upon termination:

- a. Lessor agrees to immediately return to Lessee any and all equipment provided by Lessee to Lessor;
- b. The monthly payment provided as set out in this Agreement shall be prorated through the date of termination;
- c. The prorated monthly payment shall be paid to Lessor within fifteen (15) days of the return of all equipment to Lessee.

ARTICLE IX

9.01 Notices

Notices required pursuant this Agreement shall be delivered when either (1) hand-delivered to the other party, its agents, employees, or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To Lessee: John Maresh, City Manager 2110 4th Street P.O. Box 32 Rosenberg, TX 77471	To Lessor:
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9.02 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall be in Fort Bend County, Texas.

9.03 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.04 Waiver

The waiver by the City of a breach of any provision of this Agreement by Lessor shall not operate or be construed as a waiver of any subsequent breach by Lessor.

9.05 Conflict Provisions

In the event of any conflicting provisions in this Agreement, the City, acting through the Chief of Police, at his sole discretion, shall determine which provision prevails.

9.06 No Waiver of Immunity

Neither the execution of this Agreement nor any other conduct of either party to this Agreement shall be considered a waiver by Lessee of its governmental powers or immunity in accordance with the Texas Constitution or the laws of the state of Texas.

9.07 Non-Appropriation

Any payments to be made by the City in accordance with the terms of this Agreement shall be made

from current revenues available to the City and any future payments shall be subject to appropriations. The parties recognize that the continuation of any contract after the close of any fiscal year of the City of Rosenberg, which fiscal year ends on September 30 of each year shall be subject to budget approval providing for this contract as an expenditure of said budget. The City does not represent that said budget item will actually be adopted; such determination is within the discretion of the Rosenberg City Council at the time of the adoption of the city budget.

LESSEE: City of Rosenberg, Texas
P. O. Box 32
2110 4th Street
Rosenberg, Texas 77471

LESSOR: _____

EXECUTED this ____ day of _____, 20__

LESSOR:

_____, Employee/Lessor

WITNESSED:

Jonathan White, Chief of Police

LESSEE:

CITY OF ROSENBERG, a Texas municipal corporation

John Maresh, City Manager

ATTEST:

Danyel Swint, City Secretary

VEHICLE SCHEDULE

MAKE: _____

MODEL & YEAR:

DESCRIPTION:

VEHICLE IDENTIFICATION NUMBER: _____

INSURANCE SCHEDULE

ATTACH A COPY OF LESSOR'S LIABILITY INSURANCE CARD / PROOF OF INSURANCE