



# City of Fredericksburg

City Council Regular Meeting Agenda  
Tuesday, April 4, 2023 ~ 9:00 AM  
Law Enforcement Center  
1601 E. Main Street  
Fredericksburg, Texas 78624

Jeryl Hoover, Mayor  
Tony Klein, Councilmember  
Bobby Watson, Councilmember/Pro Tem

Sharon Joseph, Councilmember  
Emily Kirchner, Councilmember  
Clinton Bailey, City Manager

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The City of Fredericksburg City Council will meet in a regular session on Tuesday, April 4, 2023, at 9:00 AM. Link to City of Fredericksburg YouTube Channel (Fredericksburg, Texas USA - YouTube <https://www.youtube.com/c/FredericksburgTexasUSA>).

The City Council welcomes citizen participation and comments at all City Council Meetings on Agenda Items.

Comment Card for Written or Verbal Comments - submitted by 4:00 p.m. the day before the meeting.

- i. Complete the Comment Card online at [www.fbgtx.org](http://www.fbgtx.org);
- ii. Make sure to check the appropriate box (verbal or written);
- iii. Only one (1) agenda item per Comment Card.

Sign up in person between 8:30 a.m. and 9:00 a.m. at the meeting location.

- i. Only one (1) agenda item per Comment Card;
- ii. Speakers will be limited to 3 minutes to speak. **Please Note:** The Mayor can reduce the number of minutes for any speaker during Public Comment on a single agenda item depending on the number of people who sign up for it.
- iii. Any citizen with handouts should provide them to the City Secretary before speaking. If you wish the City Council to receive your handouts for the meeting, please provide ten (10) copies; if not, the City Council will receive your handouts the following day.

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## 1. CALL TO ORDER

## 2. INVOCATION

Jimmy Pruitt, Pastor of Bridge Church, will be providing the Invocation.

## 3. PLEDGE OF ALLEGIANCE

**4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION**

- A. Child Abuse Prevention and Awareness Month
- B. National Public Safety Telecommunicators Week

**5. COUNCIL COMMENTS**

**6. CONSENT**

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF THE CITY COUNCIL.

- A. Approve March 21, 2023, City Council Regular Meeting Minutes (Shelley Goodwin, City Secretary)
- B. Approve the purchase of an Asphalt Patch Truck for the Street Department in the amount of \$154,425.00 (previously approved in the FY 2023 Budget) (Kris Kneese, Director of Public Works and Utilities)

**7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**

- A. Amendment to Lady Bird Johnson Municipal Golf Course Fees (Chris Meade, PGA, General Manager - Lady Bird Golf Course)
  - i. Presentation
  - ii. Adoption of Ordinance 2023-04 amending Section 24.100 of Appendix A – Fee Schedule of the Code of Ordinances, to update and amend the fees for the use of Lady Bird Johnson Municipal Golf Course
- B. Franchise Agreement - Universal Natural Gas LLC (Kris Kneese, Director of Public Works and Utilities)
  - i. Presentation
  - ii. Adoption of Ordinance 2023-05 granting to Universal Natural Gas, LLC (D/B/A Universal Natural Gas, Inc.) and its successors and assigns, for a period of twenty (20) years from the effective date of this Ordinance, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system within, along, across, over, and under the public ways of the City of Fredericksburg, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing for assignment, sale, or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the City; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the franchise; providing for construction of this Ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by Grantee and both an effective and an operative date thereof; repealing all other Ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an

effective date

- C. Approve Resolution 2023-06R nominating a candidate to fill a vacancy on the Gillespie Central Appraisal District Board in accordance with the Texas Property Tax Code (Clinton Bailey, City Manager) (This item will be considered after Executive Session)

## **8. OTHER ACTION ITEMS AND UPDATES**

- A. Approve the Second Amendment to the Commercial Lease Agreement for the Girl Scout Cabin (Andrea Schmidt, Director of Parks and Recreation)
- B. Received an update on the addition of Lyndon B. Johnson and Admiral Nimitz busts to the Pioneer Garden and a memorial bench for Marktplatz (Andrea Schmidt, Director of Parks and Recreation)

## **9. CITY MANAGER'S REPORT**

- A. Barons Creek cleanup status update
- B. Enforcement of watering restrictions
- C. Charter Review Committee

## **10. ITEMS FOR FUTURE AGENDA**

- A. Review the Future Agenda Spreadsheet (Clinton Bailey, City Manager)

## **11. EXECUTIVE SESSION**

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.074 - Personnel Matters:

- A. Consider and discuss the appointment, evaluation, reassignment, and/or duties of a public officer or employee, especially the Municipal Court Judge (Sec. 551.074), and
- B. Consider and discuss the appointment, evaluation, reassignment, duties, or dismissal of a public officer, specifically the nomination of a City of Fredericksburg candidate to fill vacancies on the Gillespie Central Appraisal District Board (Section 551.074)

## **12. BUSINESS ITEM**

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session, the City Council may take action on any item posted in Executive Session, as necessary.

### 13. ADJOURN

#### CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 4:00 p.m. on March 30, 2023, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

A handwritten signature in blue ink, appearing to read "Shelley Goodwin", is positioned above a horizontal line.

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Shelley Goodwin, TRMC/CMC  
City Secretary



## PROCLAMATION

**WHEREAS**, Children thrive in safe, stable, nurturing families. By establishing partnerships that fortify the bonds between parents and children, Fredericksburg can build strong, healthy families and resilient, thriving communities; and

**WHEREAS**, Sadly, child abuse remains a significant public health issue, but we will continue to identify the risk factors that lead to child abuse and neglect, and by so doing, we will ensure that our children are safe and secure; and

**WHEREAS**, In Fiscal Year 2022, there were 56,944 confirmed victims of abuse and neglect in Texas with 28 children being confirmed victims from Gillespie County. There is a great need for the community to come together to help create a safe county for children and families; and

**WHEREAS**, Ultimately, child abuse prevention cannot be relegated to a single community, agency, or system. We each have a role to play as we work together to protect the most vulnerable among us. Behind many healthy, successful families is a strong community that enabled them to meet their own needs, and we must work together to strengthen our communities and build accessible, localized support systems. These systems, in turn, contribute to the well-being of the entire community by keeping children safe and families whole.; and

**WHEREAS**, We recognize the dedicated professionals across our great state who meet families upstream-before a crisis occurs and offer them accessible lifelines that mitigate their challenges. A collaborative, multifaceted endeavor, child abuse prevention involves the diligent work of families, friends, neighbors, houses of faith, advocacy groups, nonprofit organizations, schools, health care providers, social workers, and government agencies.

**NOW, THEREFORE**, I, Mayor Jeryl Hoover, City of Fredericksburg, Texas, do hereby proclaim the month of April, 2023, as:

### ***“CHILD ABUSE PREVENTION AND AWARENESS MONTH”***

I encourage all citizens of the City of Fredericksburg to learn more about the many ongoing efforts to create positive, healthy environments for the children of our great City and State. Together, we assist with painting the City blue in support of the abuse prevention and awareness.

**In Witness Whereof**, I have hereunto set my hand and caused the seal of the City of Fredericksburg to be affixed this 4<sup>th</sup> day of April, 2023.

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Jeryl Hoover  
Mayor



## PROCLAMATION

**WHEREAS**, Emergencies can occur at any time that require Police, Fire, or Emergency Medical Services; and

**WHEREAS**, When an emergency occurs, the prompt response of Police Officers, Fire Fighters, and Emergency Medical Services personnel is critical to the protection and preservation of life and property; and

**WHEREAS**, The safety of our Police Officers and Firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Gillespie County Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our Police Officers and Firefighters by monitoring their activities by radio, providing them information, and insuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the Gillespie County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**WHEREAS**, Each Dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year making them First Responders' Sidekicks and part of the Super Team.

**NOW, THEREFORE BE IT RESOLVED**, that I, Jeryl Hoover, Mayor of the City of Fredericksburg, State of Texas, do hereby proclaim the week of April 9 through 15, 2023, as

### **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

in Fredericksburg, Texas, and ask that citizens honor the men and women whose diligence and professionalism help keep our City and citizens safe.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal of the City of Fredericksburg this 4th day of April, 2023.

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Jeryl Hoover  
Mayor



# City of Fredericksburg

## CITY COUNCIL REGULAR MEETING MINUTES

TUESDAY, MARCH 21, 2023 ~ 9:00 a.m.

LAW ENFORCEMENT CENTER

1601 E. MAIN STREET

FREDERICKSBURG, TEXAS 78624

### City Council Present:

Mayor Jeryl Hoover

Mayor Pro-Tem Bobby Watson

Councilmember Emily Kirchner

Councilmember Tony Klein

Councilmember Sharon Joseph

### Members Absent:

None

### City Staff Present:

Clinton Bailey, City Manager

Mick McKamie, Interim City Attorney

Garret Bonn, Assistant City Manager

Brian Vorauer, Police Chief

Kris Kneese, Director of Public Works and Utilities

Derek Seelig, Police Lieutenant

Braxton Roemer, Police Lieutenant

Andrea Schmidt, Director of Parks and Recreation

Anna Hudson, Interim Director of Development Services

Lea Feuge, Public Information Officer

Laura Hollenbeak, Finance Director

Krista Wareham, Finance Manager

David Kellam, Finance Manager

Leslie Embrey, Administrative Assistant

Shelley Goodwin, City Secretary

### 1. CALL TO ORDER

Mayor Hoover called the Regular Meeting of the Fredericksburg City Council to order at 9:00 a.m. on Tuesday, March 21, 2023. He announced that a quorum had been met.

### 2. INVOCATION

Rob Holster, Pastor of Hill Country Church, provided the Invocation.

### 3. PLEDGE OF ALLEGIANCE

Mayor Hoover let the Pledge of Allegiance.

### 4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

Brian Vorauer, Police Chief, introduced Tara Phillips, the new Administrative Assistant to the Chief. He provided a brief history of her education and background.

Clinton Bailey, City Manager, provided the following recognitions:

- Chris Connelly, Police Officer, for going above and beyond with a stranded resident
- Finance Department - Laura Hollenbeak, Finance Director; Krista Wareham, Finance Manager; David Kellam, Finance Manager, and Nicole Moellering, Accounting Administrative Assist from the Finance Department for receiving the Government Finance Officers Association Budget Presentation Award (GFOA)

## 5. COUNCIL COMMENTS

Councilmember Watson provided the update from the County Airport Advisory Board meeting held on Monday, March 20, 2023:

- Fuel sales
- T Hanger Occupancy
- May 20, 2023, is the 75th Anniversary Open House
- Construction occurring at the Airport

Mayor Hoover reviewed the article in the paper regarding the response to the Comprehensive Plan. He spoke about the good things that came out of the survey. He also noted that one thing that stood out was only 32% of residents think they are receiving their money's worth for their taxes. He stated he would like to hear from others that do not feel they are getting their money's worth.

## 6. CONSENT

### A. Consider approval of the following Minutes:

#### i. March 6, 2023, Gillespie County Commissioners Court and City City Council Regular Meeting Minutes March 21, 2023, Council Joint Special Meeting

#### ii. March 7, 2023, City Council Special Meeting

**Motion:** A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to approve the Consent Agenda Items 6. A.i. and ii.. approval of City Council Minutes of March 6, 2023, Gillespie County Commissioners and City Council Joint Meeting and March 7, 2023, City Council Regular Meeting. The Council voted five (5) for and none (0) opposed. The motion carried unanimously.

## 7. ORDINANCES, RESOLUTIONS, AND PUBLIC HEARINGS

### A. Consider an ordinance amendment to the City of Fredericksburg's Water Conservation and Drought Contingency Plan - Watering Stage 4

#### i. Presentation

#### ii. Adoption of Ordinance 2023-03 amending the schedule for outdoor irrigation under Stage 4 of the City's Water Conservation Measures; providing for a variance for privately owned pools and jacuzzi style pools; providing for a variance to allow multiple platted lots with common ownership and single address to combine permitted total outdoor watering hours; and providing for an effective date.

Kris Kneese, Director of Public Works and Utilities, provided an update on Watering Stage 4 and recommendations since the last City Council Regular Meeting. He noted the revisions that the staff had recommended are in the packet.

Mayor Hoover read the written comments provided by Francesca Poston, Sonia Rivero, and Jennette Hormuth.

Mo Saiidi, City resident, spoke regarding the attached presentation he provided.

Allen Brecher, City resident, spoke regarding the attached presentation he provided. Encouraged the City Council to submit a letter to their Representative to encourage the legislature to allow regulation in ETJ.

Clinton Bailey, City Manager, updated the City Council on Boot Ranch water usage and noted that Boot Ranch might have two or three top ten users.

Mick McKamie, Interim City Attorney, explained the role of a Public Utility and the different tools for enforcing the Drought Management Plan.

The City Council discussed the following:

- Watering times
- Promoting xeriscape
- New lawn variances
- New developments and water restrictions
- Ellenberger recharging
- Code Enforcement
- Find a longer-term solution
- Effective date (April 1)

**Motion:** A motion was made by Councilmember Kirchner, seconded by Councilmember Klein, to adopt Ordinance 2023-03 amending the schedule for outdoor irrigation under Stage 4 of the City's Water Conservation Measures, providing for a variance for privately owned pools and jacuzzi style pools; providing for a variance to allow multiple platted lots with common ownership and single address to combine permitted total outdoor watering hours; and providing for an effective date. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

**B. Consider approval of Resolution 2023-04R amending authorized representatives on the City of Fredericksburg's TexPool accounts**

Laura Hollenbeak, Director of Finance, stated TexPool requires the City to update the City's account due to the changes in the Finance Department. She noted this Resolution would be removing her name and adding Kristen Wareham as the Finance Director.

**Motion:** A motion was made by Councilmember Klein, seconded by Councilmember Joseph, to approve Resolution 2023-04R amending authorized representatives on the City of Fredericksburg's TexPool accounts. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

**C. Consider approval of Joint Resolution 2023-05R by the City of Fredericksburg and Gillespie County, requesting and supporting City and County representation on the governing board of the new "legacy foundation" proposed to be created with proceeds from the Hill Country Memorial Hospital sale**

Clinton Bailey, City Manager, reviewed the Resolution discussed at March 6, 2023, City Council and County Commission Joint Meeting. He noted that the two FISC positions are not included in this Resolution.

Garret Bonn, Assistant City Manager, stated Fredericksburg ISD is discussing this Resolution and can be added later.

**Motion:** A motion was made by Councilmember Klein, seconded by Councilmember Joseph, to approve Joint Resolution 2023-05R by the City of Fredericksburg and Gillespie County, requesting and supporting City and County representation on the governing board of the new "legacy foundation" proposed to be created with proceeds from the Hill Country Memorial Hospital sale.

Mayor asked for a roll call vote.

|                        |     |
|------------------------|-----|
| Councilmember Kirchner | Nay |
| Councilmember Watson   | Aye |
| Councilmember Klein    | Aye |
| Councilmember Joseph   | Aye |
| Mayor Hoover           | Aye |

The City Council voted four (4) for, and one (1) (Councilmember Kirchner) opposed. The motion carried.

## **8. OTHER ACTION ITEMS AND UPDATES**

### **A. Consider the Cross Mountain Park final plans for replacing the existing cross**

Andrea Schmidt, Director of Parks and Recreation, reviewed the history of Cross Mountain Park. She noted the recommendations from the Historic Review Board and the Dark Skies regulations.

The City Council discussed the following:

- Time the lights come on and turn off
- Landmark and lights should remain like they were on the previous cross

George Studor, City resident, stated he feels the Park should be considered a destination and treated like one.

**Motion:** A motion was made by Councilmember Watson, seconded by Councilmember Joseph, to approve the Cross Mountain Park final plans for replacing the existing cross. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

### **B. Consider amendments to LCRA Electric Line Easements**

Kris Kneese, Director of Public Works and Utilities, reviewed the history of the project and the current easement.

Clinton Bailey, City Manager, stated line easements are to add fiber optic to the current lines, which will be open to others for high-speed internet.

**Motion:** A motion was made by Councilmember Klein, seconded by Councilmember Kirchner, to approve the amendments to LCRA Electric Line Easements. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

### **C. Consider the Construction Contract for the Remodel of the Municipal Court Lease Space**

Garret Bonn, Assistant City Manager, provided the attached PowerPoint presentation. Staff is recommending Gordian Group/LMC for the amount of \$355,745.92.

Shelley Becker, Municipal Judge, reviewed that the fees will continue to grow, which will go towards the difference of the remodeling cost.

**Motion:** A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to approve the Construction Contract for Remodel of the Municipal Court Lease Space for \$355,745.92. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

## **9. CITY MANAGER'S REPORT**

### **A. Update on staff promotion and reorganization efforts**

Clinton Bailey, City Manager, provided the following:

- The Code Enforcement will be moving under the Police Department, currently working on
  - o Ordinances
  - o Office Space
  - o IT Programs
  - o Efficiencies
- Staff Promotion of Krista Wareham to Director of Finance, due to Laura's retirement.

Krista Wareham thanked everyone and appreciated the opportunity.

### **B. Legislative Update**

Clinton Bailey, City Manager, provided an update on the 88th Legislative Session and several Pre-Emblem Bills that can harm and benefit the City.

Councilmember Kirchner reviewed several bills that the City should be concerned with. She reviewed the bill approval process and stated the effort to stop a bill should be at the committee level.

### **C. Short-Term Rental (STR) Update**

Clinton Bailey, City Manager, is moving forward with the amendments proposed a Joint Meeting with Planning and Zoning Commission will be held next week. He also proposed a 2nd Joint Meeting with the Planning and Zoning Commission, then a public hearing and recommendations with the Planning and Zoning Commission. A second public hearing would be held with the adoption of the Ordinance amendments by the City Council.

The City Council agreed by consensus to hold the Joint Meeting on Tuesday, March 28 at 9:00 a.m. in the Cardinal Room.

## **10. ITEMS FOR FUTURE AGENDA**

### **A. Review the Future Agenda Items**

Clinton Bailey, City Manager, reviewed the Future Agenda Items.

## **11. EXECUTIVE SESSION**

### **A. Consider and discuss the appointment, evaluation, reassignment, and/or duties of a Public officer or employee, especially the City Attorney (Sec. 551.074).**

**Motion:** A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to go out of the Regular Meeting and into the Executive Session at 10:54 a.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

**Motion:** A motion was made by Councilmember Watson, seconded by Councilmember Klein, to go out of the Executive Session and into the Regular Meeting at 11:06 a.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

## **12. BUSINESS ITEM**

**Motion:** A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to enter into a contract with Mick McKamie and the Taylor, Olson, Adkins, Sralla, and Elam (TOASE) Firm for City Attorney services. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

## **13. ADJOURN**

**Motion:** A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to adjourn the Tuesday, March 21, 2023, City Council Regular Meeting at 11:10 a.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

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Jeryl Hoover  
Mayor

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Shelley Goodwin, TRMC/CMC  
City Secretary



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** Public Works and Utilities

**TO:** Mayor & City Council Members

**FROM:** Kris Kneese, Director of Public Works,  
Utilities, and Engineer

**MEETING DATE:** April 4, 2023

**CATEGORY:** CONSENT

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**CAPTION:** Approve the purchase of an Asphalt Patch Truck for the Street Department in the amount of \$154,425.00 (previously approved in the FY 2023 Budget) (Kris Kneese, Director of Public Works and Utilities)

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### **PRESENTATION:**

#### **SUMMARY:**

Funding in the amount of \$126,033.00 for the purchase of a new Asphalt Patch Truck was included in the approved FY2023 Street Dept budget. The total purchase price for the truck equals \$154,425.00. Since this equipment will be used to patch utility trenches, City Staff recommends covering the budget shortfall with Water Department budget equal to \$28,392.00.

#### **BACKGROUND:**

City Council approved funding equal to \$126,033.00 in the FY2023 Street Department budget to purchase a new Asphalt Patch Truck. The Asphalt Patch Truck is used throughout the city to repair and patch street potholes, utility trenches, etc. The proposed Asphalt Patch Truck will replace a 1999 model truck (24-years old) the Street Department is currently using.

The quote (shown below) for the truck equals \$154,425.00, which is \$28,392.00 over the budgeted amount of \$126,033.00. Since this equipment will be used to patch utility trenches, City Staff recommends covering the budget shortfall with Water Department budget equal to \$28,392.00.

**FUNDING SOURCE:** Street and Water  
Department Budget

**FINANCIAL IMPACT:**  
\$126,033 Street Department Budget  
\$28,392 Water Department Budget

#### **STAFF RECOMMENDATION:**

Staff recommends approving the purchase of the Asphalt Patch Truck from Rush Truck Center San Antonio in the amount of \$154,425.00.

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#### **COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Government Vision

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**ATTACHMENTS:**

1. Hino L-7 Proposal and Presentation

**APPROVAL/REVIEW:**



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: March 28, 2023



Garret Bonn, Assistant City Manager

Date: March 29, 2023

Laura Hollenbeak, Finance Director

Date: March 29, 2023

William McKamie, City Attorney

Date: March 29, 2023



Shelley Goodwin, City Secretary

Date: March 30, 2023

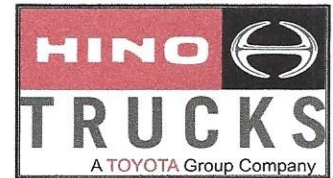


Clinton Bailey, City Manager

Date: March 30, 2023



**Rush Truck Center San Antonio**  
**8922 IH-10 East**  
**San Antonio, TX 78109**



**New 2024 Hino**  
**Model L-7 33,000 GVW Chassis**  
**Ace Welding Dump Body**

|                      |                     |
|----------------------|---------------------|
| <b>Chassis Price</b> | <b>\$ 94,662.29</b> |
|----------------------|---------------------|

|                                   |                         |
|-----------------------------------|-------------------------|
| <b>Ace Welding Body Installed</b> | <b><u>59,762.71</u></b> |
|-----------------------------------|-------------------------|

|                    |                      |
|--------------------|----------------------|
| <b>Total Price</b> | <b>\$ 154,425.00</b> |
|--------------------|----------------------|





Dealership RUSH - SAN ANTONIO  
 Prepared By Reagan Freudenberg  
 Quote Name L7 33,000 EPA AB 260HP 2500RDS 90 271 Spring  
 Quote Id 765791

## Dealer Proforma Invoice

**Ship Date:**

**Dealer Address:**

**Ship To:**

RUSH TRUCK CENTER, SAN ANTONIO  
 8922 IH-10 EAST  
 SAN ANTONIO, TX 78219

RUSH TRUCK CENTERS  
 SAN ANTONIO LOCATION  
 San Antonio, TX 78219

**VIN Number:**

**Dealer Code:**

84221

**Model:** L7

**Dealer Order #:**

765791

**Engine Code:**

**Key Code:**

**Price Structure:** 24.0MY

**Transmission Code:**

| Code      | Description                                                   |
|-----------|---------------------------------------------------------------|
| 0050-003  | L Series                                                      |
| 0100-006  | L7                                                            |
| 0103-001  | 4X2 Axle Configuration                                        |
| 0512-001  | Straight Truck-Delivery                                       |
| 0530-028  | 33,000 Lbs.                                                   |
| 2000-271  | 271.00 In. Wheelbase                                          |
| 2001-2036 | 203.6 In. Cab To Axle/Trunnion Dimension                      |
| 2003-019  | Single Frame .37X10.3X3.1 In., 80Kpsi (RBM<br>1,280,800/Rail) |
| 2750-016  | Cummins B6.7, 6.7 Liter, 260HP, 660<br>Ft/Lbs.Torque          |
| 2831-002  | Automatic Engine Temperature Shutdown                         |
| 3750-013  | Allison 2500 RDS Automatic Transmission With<br>PTO Provision |
| 3762-006  | GHG-21 Allison Neutral At Stop                                |



Dealership RUSH - SAN ANTONIO  
Prepared By Reagan Freudenberg  
Quote Name L7 33,000 EPA AB 260HP 2500RDS 90  
Quote Id 765791

4300-009

4750-016

4759-002

4762-044

5100-001

5528-001

6045-001

6051-002

6500-001

6509-003

6510-003

6703-002

6715-020

7369-002

8205-002

8245-002

8320-002

8329-002

8368-002

8371-002

8903-001

8904-000

9005-002

9008-001

Meritor MFS12 12k Lbs. Front Axle  
Meritor MS21-14X 21K Lbs. Rear Axle  
Synthetic Rear Differential Gear Lubricant  
5.57 Rear Axle Ratio  
21K Lbs. Multi Leaf Steel Spring  
Air Brake  
Back Up Alarm  
Rear Body Interior Light Switch  
Rectangular 90 Gallon Aluminum Fuel Tank  
Drivers Side  
Davco Fuel Pro® 245 Fuel Water Separator With  
Electric Pre-Heater  
Fuel Water Separator - 24MY Promotion  
Bridgestone Rib 11R22.5 R268 H-Load Range -  
16  
Bridgestone Lug 11R22.5 M726 ELA G-Load  
Range - 14  
Remote Black Primary Side View Mirror Upper  
Flat Lower Convex, Heat, Lit  
Center Dash Dual Storage Pocket  
Electric And Air Horn  
Power Door Locks and Window Controls  
Four Keys  
2.5 Lb. Fire Extinguisher  
Safety Triangles  
Hino Nippon Bright White (HVJ)  
Secondary Paint Color Match Primary Cab Paint  
Color  
Cummins B6.7 Inflationary Increase  
Cummins B6.7 Material Surcharge



Dealership RUSH - SAN ANTONIO  
Prepared By Reagan Freudenberg  
Quote Name L7 33,000 EPA AB 260HP 2500RDS 90 271 Spring  
Quote Id 765791

|                                           |                                |  |
|-------------------------------------------|--------------------------------|--|
| 9026-007                                  | Material and Freight Surcharge |  |
| 9006-002                                  | PDI Preparation Package        |  |
| <b>Total Vehicle And Factory Options:</b> |                                |  |
| Local Options:                            |                                |  |
| Body Options:                             |                                |  |
| Freight Charges:                          |                                |  |
| Invoice Adjustments:                      |                                |  |
| Invoice Total:                            |                                |  |

**Ace Welding and Trailer Co.**

P.O. Box 200426  
San Antonio, TX 78220

**QUOTATION**

Quote Number: 9979

Quote Date: Feb 24, 2023

Page: 1

Voice: 210.667.1171

Fax: 210.310.7796

**Quoted To:**

RUSH TRUCK CENTER  
PO BOX 34510  
SAN ANTONIO, TX 78265

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| RUSH TRUCK  | 3/26/23   | Net 30 Days   | 888292    |

| Quantity  | Item | Description                         | Unit Price | Amount    |
|-----------|------|-------------------------------------|------------|-----------|
| 1.00      |      | CITY OF FREDERICKSBURG ROAD         |            |           |
| 1.00      |      | MAINT. PATCH TRUCK                  |            |           |
| 1.00      |      | ALL ITEMS MENTIONED BELOW TO BE     |            |           |
| 1.00      |      | PERFORMED ON A 2023 HINO CHASSIS    |            |           |
| 1.00      |      | OX BODY INSTALLED                   | 27,369.71  | 27,369.71 |
| 1.00      |      | #MABMV87-1000-79YD-6382-42/28/34-WH |            |           |
| 1.00      |      | T-T                                 |            |           |
| 1.00      |      | MOUNTAIN BRAND ELECTRICAL TARP      |            |           |
| 1.00      |      | SYSTEM INSTALLED                    |            |           |
| 1.00      |      | INSTALL ONE 10' OX MAVERICK DUMP    |            |           |
| 1.00      |      | BODY ONTO HINO CHASSIS AND MAKE     |            |           |
| 1.00      |      | OPERATIONAL. BODY TO BE SET OFF     |            |           |
| 1.00      |      | OF CAB APPROX 42"/45"               |            |           |
| 1.00      |      | FOR PLACEMENT OF EMULSION           |            |           |
| 1.00      |      | SPRAYER SKID                        |            |           |
| 1.00      |      | END USER TO MOUNT SPRAYER TO        |            |           |
| 1.00      |      | CHASSIS ONCE DELIVERED TO           |            |           |
| 1.00      |      | LOCATION                            |            |           |
| 1.00      |      | PM170S EMUSION SPRAYER UNIT         | 11,385.00  | 11,385.00 |
| 1.00      |      | INSTALL ONE SWENSON STCC CROSS      |            |           |
| 1.00      |      | CONVEYOR AT REAR OF NEW DUMP        |            |           |
| 1.00      |      | BODY. UNIT TO BE REMOVABLE IF       |            |           |
| 1.00      |      | NEEDED.                             |            |           |
| 1.00      |      | PLUMB ALL NECESSARY HYDRAULICS      | 2,280.00   | 2,280.00  |
| 1.00      |      | TO MAKE UNIT OPERATIONAL ONCE       |            |           |
| 1.00      |      | INSTALLED                           |            |           |
| Subtotal  |      |                                     |            | Continued |
| Sales Tax |      |                                     |            | Continued |
| TOTAL     |      |                                     |            | Continued |

**Ace Welding and Trailer Co.**  
P.O. Box 200426  
San Antonio, TX 78220

# QUOTATION

Quote Number: 9979  
Quote Date: Feb 24, 2023  
Page: 2

Voice: 210.667.1171  
Fax: 210.310.7796

| Quoted To:                                                 |
|------------------------------------------------------------|
| RUSH TRUCK CENTER<br>PO BOX 34510<br>SAN ANTONIO, TX 78265 |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| RUSH TRUCK  | 3/26/23   | Net 30 Days   | 888292    |

| Quantity | Item | Description                      | Unit Price   | Amount           |
|----------|------|----------------------------------|--------------|------------------|
| 1.00     |      | SWENSON STCC CROSS CONVEYOR UNIT | 17,528.00    | 17,528.00        |
| 1.00     |      | MISC HYDRAULIC HOSES/FITTINGS    | 1,200.00     | 1,200.00         |
|          |      |                                  | Subtotal     | 59,762.71        |
|          |      |                                  | Sales Tax    |                  |
|          |      |                                  | <b>TOTAL</b> | <b>59,762.71</b> |



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** City Secretary

**TO:** Mayor & City Council Members

**FROM:** Clinton Bailey, City Manager

**MEETING DATE:** April 4, 2023

**CATEGORY:** ORDINANCES, RESOLUTIONS  
AND PUBLIC HEARINGS

---

**CAPTION:** Amendment to Lady Bird Johnson Municipal Golf Course Fees (Chris Meade, PGA, General Manager - Lady Bird Golf Course)

i. Presentation

ii. Adoption of Ordinance 2023-04 amending Section 24.100 of Appendix A – Fee Schedule of the Code of Ordinances, to update and amend the fees for the use of Lady Bird Johnson Municipal Golf Course

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### **PRESENTATION:**

#### **SUMMARY:**

This item is for the consideration of amending Section 24.100 of Appendix A, Fee Schedule of the Code of Ordinances, to amend the fees for the use of Lady Bird Johnson Municipal Golf Course.

#### **BACKGROUND:**

This item is for the consideration of amending Section 24.100 of Appendix A, Fee Schedule of the Code of Ordinances, to amend the fees for the use of Lady Bird Johnson Municipal Golf Course. The proposed pricing adjustment is being proposed to cover the current cost of maintaining the golf course operation. A “red-line” version of the proposed amended golf course fee ordinance is attached. The rates set out in the proposed amended ordinance will be effective April 4, 2023. Representatives from Touchstone Golf will present this item to the City Council and will be available to address any questions from the Council.

#### **FUNDING SOURCE:**

#### **FINANCIAL IMPACT:**

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the proposed amended ordinance and associated fee increase.

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#### **COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning

Quality of Life Vision

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**ATTACHMENTS:**

1. Lady Bird Golf Fees Ordinance 31723

**APPROVAL/REVIEW:**

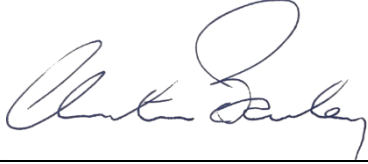
\_\_\_\_\_  
William McKamie, City Attorney

Date: March 14, 2023



\_\_\_\_\_  
Shelley Goodwin, City Secretary

Date: March 15, 2023



\_\_\_\_\_  
Clinton Bailey, City Manager

Date: March 30, 2023

**ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 24.100 OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR USE OF LADY BIRD JOHNSON MUNICIPAL GOLF COURSE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS:**

**Section 1.** That, Section 24.100 “Fees for use of Lady Bird Johnson Municipal Golf Course”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended to read as follows:

**Sec. 24.100 - Fees for use of Lady Bird Johnson Municipal Golf Course.**

All fees and rates are plus applicable sales tax.

**(a) GUEST RATES FOR RESIDENTS OF GILLESPIE COUNTY.**

Available to book seven days in advance.

Weekday 18 Holes - Green Fee - \$30/Cart fee - ~~\$15-18~~ = ~~\$45-48.00~~

Weekend 18 Holes - Green Fee - \$35/Cart fee - ~~\$15-18~~ = ~~\$50-53.00~~

Weekday 9 Holes - Green Fee - \$21/Cart fee - ~~\$9-11~~ = ~~\$30-32.00~~

Weekend 9 Holes - Green Fee - \$24/Cart fee - ~~\$9-11~~ = ~~\$33-35.00~~

Twilight Rate - Green Fee - \$22/Cart fee - ~~\$15-18~~ = ~~\$37-40.00~~ - Monday thru Thursday

Twilight Rate - Green Fee - \$27/Cart fee - ~~\$15-18~~ = ~~\$42-45.00~~ - Friday thru Sunday

(Twilight Times - Standard Time 2:00 p.m./Daylight Savings 3:00 p.m.)

**(b) GUEST RATES FOR NON-RESIDENTS OF GILLESPIE COUNTY.**

Weekday 18 Holes - Green Fee - \$44/Cart fee - ~~\$15-18~~ = ~~\$59-62.00~~

Weekend 18 Holes - Green Fee - \$50/Cart fee - ~~\$15-18~~ = ~~\$65-68.00~~

Weekday 9 Holes - Green Fee - \$25/Cart fee - ~~\$9-11~~ = ~~\$34-36.00~~

Weekend 9 Holes - Green Fee - \$28/Cart fee - ~~\$9-11~~ = ~~\$37-39.00~~

Twilight Rate - Green Fee - \$30/Cart fee - ~~\$15-18~~ = ~~\$45-48.00~~ - Monday thru Thursday

Twilight Rate - Green Fee - \$35/Cart fee - ~~\$15-18~~ = ~~\$50-53.00~~ - Friday thru Sunday

(Twilight Times - Standard Time 2:00 p.m./Daylight Savings 3:00 p.m.)

**(c) SENIOR RATES FOR THE DAYS OF MONDAY THROUGH THURSDAY FOR PERSONS 65 AND OVER.**

For residents of Gillespie County - Green Fee - \$25/Cart fee - ~~\$15-18~~ = ~~\$40~~ 43.00

For non-residents of Gillespie County - Green Fee - \$39/Cart fee - ~~\$15-18~~ = ~~\$54~~ 57.00

**(d) JUNIOR RATE FOR RESIDENTS OF GILLESPIE COUNTY WHO ARE 18 YEARS OF AGE AND UNDER. FOURTEEN AND UNDER PLAYING WITH A PAID ADULT ARE FREE.**

Weekday 18 holes - Green Fee - \$18/Cart fee - ~~\$15-18~~ = ~~\$33-36.00~~

Weekend 18 holes - Green Fee - \$23/Cart fee - ~~\$15-18~~ = ~~\$38-41.00~~

Weekday 9 Holes - Green Fee - \$10/Cart fee - ~~\$9-11~~ = ~~\$19-21.00~~

Weekend 9 Holes - Green Fee - \$15/Cart fee - ~~\$9-11~~ = ~~\$24-26.00~~

**(e) JUNIOR RATE FOR NON-RESIDENTS OF GILLESPIE COUNTY WHO ARE 18 YEARS OF AGE AND UNDER.**

Weekday 18 holes - Green Fee - \$23/Cart fee - ~~\$15-18~~ = ~~\$38-41.00~~

Weekend 18 holes - Green Fee - \$25/Cart fee - ~~\$15-18~~ = ~~\$40-43.00~~

Weekday 9 Holes - Green Fee - \$18/Cart fee - ~~\$9-11~~ = ~~\$27-29.00~~

Weekend 9 Holes - Green Fee - \$17/Cart fee - ~~\$9-11~~ = ~~\$26-28.00~~

**(f) MEMBERS OF THE FREDERICKSBURG HIGH SCHOOL GOLF TEAM DURING THE REGULAR SCHOOL YEAR. No charge.**

**(g) REPLAY RATE-APPLIES AFTER 18 HOLES OF PLAY.**

Residents of Gillespie County and Non-Residents - Green Fee - \$15.00/Cart fee - ~~\$15-18.00~~ = ~~\$30-33.00~~

Members - Green Fee - \$0.00/Cart fee - ~~\$15-18.00~~ = ~~\$15-18.00~~

**(h) MEMBERSHIP PRICING. ALL RATES PLUS APPLICABLE SALES TAX.**

The following Membership Package rates are effective from April 1, 2022, through March 31, 2023. Thereafter, Membership Packages shall be effective from April 1 to March 31 of each calendar year. Purchasers of Membership Packages may choose among the following options for each package year.

|     |                              |                              |
|-----|------------------------------|------------------------------|
| (1) | ANNUAL MEMBERSHIP SINGLE     | ANNUAL MEMBERSHIP FAMILY     |
|     | \$ 158.00 Monthly            | \$ 252.00 Monthly            |
|     | No green fees/unlimited golf | No green fees/unlimited golf |
| (2) | SEASONAL MEMBERSHIP SINGLE   | SEASONAL MEMBERSHIP FAMILY   |
|     | \$ 189.00 Monthly            | \$ 285.00 Monthly            |
|     | No green fees/unlimited golf | No green fees/unlimited golf |
| (3) | ANNUAL PRE-PAY SINGLE        | ANNUAL PRE-PAY FAMILY        |
|     | \$ 1,706.00                  | \$ 2,721.00                  |

|     |                                                         |                                                         |
|-----|---------------------------------------------------------|---------------------------------------------------------|
|     | No green fees/unlimited golf                            | No green fees/unlimited golf                            |
| (4) | OPTIONAL UNLIMITED CARTS SINGLE<br>(ANNUAL OR SEASONAL) | OPTIONAL UNLIMITED CARTS FAMILY<br>(ANNUAL OR SEASONAL) |
|     | \$125.00 Monthly                                        | \$ 200.00 Monthly                                       |

All Membership Package holders shall be additionally entitled to a twenty (20) percent discount on all regular priced wearing apparel purchased from the Lady Bird Pro Shop, a ten (10) percent discount on all regular priced hard goods (equipment) purchased from the Lady Bird Pro Shop. Any guest accompanying an Active Member will be entitled to pay Guest Rates for Residents of Gillespie County (set forth in subsection (a) above). Current Members will be allowed to book tee times TEN (10) days in advance.

**(i) LADY BIRD PLAYERS CLUB CARD.**

The General Manager for the Lady Bird Johnson Municipal Golf Course shall have the authority to make available for sale, and to change the sales price of, an annual “Players Club” Card. Holders of said Card will receive a rate to be shown lower than the published rack rate, but never at or below the Guest Rates for Residents of Gillespie County. The sales price of said Card on April 1, 2022, is \$99.00 All cards are valid for the calendar year.

**(j) PRACTICE BALLS.**

Small bucket - \$ 6

Medium bucket - \$ 9

Large bucket - \$ 14

**(k) TOURNAMENTS, GROUP RATES AND DYNAMIC PRICING.**

The General Manager for the Lady Bird Johnson Municipal Golf Course shall have the authority to deviate from the rates set forth above in setting rates for tournaments or for special group rates. Additionally, the General Manager may temporarily decrease the rates described in subsections (a), (b), (c), (d), (e), and (g) to provide for specials at such times as he or she determines would encourage additional play.

The rates set out above will be effective [April 4, 2023](#), except as specifically set forth above.

*{End of code text}*

**Section 2. Severability or Invalidity.** If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

**Section 3. Repealer.** All ordinances and parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed.

**Section 4. Effective Date.** This ordinance shall be effective on and after the date of passage.

PASSED AND APPROVED on this the 4<sup>th</sup> day of April, 2023.

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Jeryl Hoover, Mayor  
City of Fredericksburg, Texas

ATTEST:

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Shelley Goodwin, TRMC/CMC  
City Secretary

APPROVED AS TO FORM:

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Mick McKamie  
City Attorney



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** Public Works and Utilities

**TO:** Mayor & City Council Members

**FROM:** Kris Kneese, Director of Public Works,  
Utilities, and Engineer

**MEETING DATE:** April 4, 2023

**CATEGORY:** ORDINANCES, RESOLUTIONS  
AND PUBLIC HEARINGS

---

**CAPTION:** Franchise Agreement - Universal Natural Gas LLC (Kris Kneese, Director of Public Works and Utilities)

i. Presentation

ii. Adoption of Ordinance 2023-05 granting to Universal Natural Gas, LLC (D/B/A Universal Natural Gas, Inc.) and its successors and assigns, for a period of twenty (20) years from the effective date of this Ordinance, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system within, along, across, over, and under the public ways of the City of Fredericksburg, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing for assignment, sale, or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the City; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the franchise; providing for construction of this Ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by Grantee and both an effective and an operative date thereof; repealing all other Ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an effective date

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### **PRESENTATION:**

#### **SUMMARY:**

Consider the ordinance granting Universal Natural Gas LLC a franchise agreement and the right to enter the public right-of-way to install and operate a gas distribution system, as well as sell gas to customers within the City Limits, currently proposing to serve Friendship Oaks.

#### **BACKGROUND:**

Universal Natural Gas LLC is proposing to install natural gas infrastructure within the city's public right-of-way to serve customers in Fredericksburg, specifically the Friendship Oaks Development. The ordinance (shown below) would grant Universal Natural Gas LLC a franchise agreement and the right to enter the public right-of-way to install and operate the gas distribution system, as well as sell it to gas customers. This ordinance requires two(2) readings, the second reading 30 days after the first reading. Additionally, the ordinance is required to be published in the local newspaper within 15 days of the first reading.

**FUNDING SOURCE:** N/A

**FINANCIAL IMPACT:**  
N/A

**STAFF RECOMMENDATION:**

City Staff recommends approving the Franchise Agreement with Universal Natural Gas LLC.

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning

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**ATTACHMENTS:**

1. City of Fredericksburg Franchise Agreement (v3)

**APPROVAL/REVIEW:**



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Garret Bonn, Assistant City Manager

Date: March 28, 2023

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Krista Wareham, Director of Finance

Date: March 29, 2023

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William McKamie, City Attorney

Date: March 29, 2023



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Shelley Goodwin, City Secretary

Date: March 30, 2023



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Clinton Bailey, City Manager

Date: March 30, 2023

## ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY ~~FIVE~~ (2520) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF FREDERICKSBURG, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS:

### SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Fredericksburg, in Gillespie County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- C. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" means the City Council of the City as the governing body of the City.
- E. "City Engineer" means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.

- F. “City Manager” means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- H. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- J. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- K. “Grantee” shall mean UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- L. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from Gas Sales to Grantee’s Customers within the corporate limits of the City. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
  - [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
  - [2] revenues derived from monthly service fees and miscellaneous service charges, such as charges to connect, disconnect, or reconnect customers within the corporate limits of the City, charges to handle returned checks from consumers within the corporate limits of the City, and such other service charges as may, from time to time, be authorized in the rates of the Grantee;
  - [3] sales of gas billed but not collected or received by the Grantee;
  - [4] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;
  - [5] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [6] any interest income earned by the Grantee; and
  - [7] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s Public Ways.

- M. “Gross Receipts from Gas Transportation” shall constitute and include Grantee’s total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee’s Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
  - [2] fees for gas transportation services billed but not collected or received by the Grantee;
  - [3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;
  - [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [5] any interest income earned by the Grantee; and
  - [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s Public Ways.
- N. “Permit” means the authorization to Grantee:
- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
  - [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
  - [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.
- O. “Person” means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- P. “Public Ways” means the present and future public streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, utility easements, and highways within the municipal corporate limits of the City.
- Q. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas

and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future public streets, avenues, alleys, bridges, sidewalks, utility easements, and highways within the municipal corporate limits of the City.

- R. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

## SECTION 2. GRANT OF FRANCHISE

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of twenty-five (205) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance. This Franchise does not authorize Grantee to use any property owned by the City that is not a Public Way.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This Franchise is a non-exclusive franchise.

## SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

- A. The rights granted by this Franchise inure to the benefit of the Grantee. The Grantee may, without consent by City, transfer or assign the rights granted by this Franchise to a parent, subsidiary or affiliate, provided that such parent, subsidiary or affiliate assumes all obligations of Grantee hereunder and is bound to the same extent as Grantee hereunder, and has net capital and liquid assets reasonably equivalent to the Grantee's as of the month immediately preceding the transfer or provides other guarantees or assurances of the transferee's or assignee's financial ability to perform this Franchise reasonably acceptable to the City. Grantee shall give City written notice thirty (30) days prior to such transfer or assignment.
- B. City shall have the right to prior approval of the transfer or assignment of the Franchise, except as provided in Section 3(A). City shall grant approval unless the transferee or assignee is materially weaker than Grantee. For the purpose of this Section 3(B), "materially weaker"

means that the long term unsecured debt rating of the transferee or assignee is less than investment grade, as rated by both S&P and Moody's. If the transferee or assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the transferee or assignee. City agrees that said approval shall not be unreasonably withheld or delayed. Any such assignment or transfer shall require that said transferee or assignee assume all obligations of Grantee, and be bound to the same extent as Grantee hereunder. If within the first 90 days after assignment or transfer, the City identifies a failure to comply with a material provision of this Franchise, City shall have the right, after notice and opportunity for hearing before Council, to terminate this Franchise.

#### SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

- A. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City.
- B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or pipes or replace any existing mains or pipes hereunder, and before commencing its new construction work or replacement work, Grantee shall submit to the City Engineer a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes in accordance with ROW Management Ordinances. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan. Promptly after completion of any construction or replacement work, Grantee shall provide to the City accurate and complete "as-built" plans showing the nature and specific location of all work done.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ~~ten-twenty~~ (1020) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ~~ten-twenty~~ (1020) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Gillespie County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

~~C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.~~

~~D.C.~~ After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications in accordance with City standards and detail for roadway trench repair.

## SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section 5 shall not relieve Grantee of any other obligations set forth herein.

## SECTION 6. DEPTH OF PIPELINES

After the effective date of this Franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable City, state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

## SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate Grantor's street widening, straightening or changes in the grade or contours of a street, alley or other public way, or in the Grantor's location or manner of constructing a water pipe, gas pipe, sewer, or other City owned underground or aboveground utility, Grantee shall perform the removal or relocation as soon as practicable within industry standards when ordered in writing by the City, without claim for reimbursement or damages against the City. If Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.

- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, Grantee may make a claim for reimbursement or damages against the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

## SECTION 8. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this Franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this Section 8 shall not apply to any Claims or liability resulting from the intentional acts or omissions, or negligent acts or omissions, of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

## SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with the appropriate regulatory authority, and as provided herein.

## SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and

pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section 10.

#### SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City, and Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, taxes for public works or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2] Grantee shall pay such Franchise Fee to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall pay the City such Franchise Fee on January 31<sup>st</sup> for the last six months of the prior calendar year, and on July 31<sup>st</sup> for the first six months of the calendar year. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3] Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4] It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise

fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

## SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a default occurs regarding the obligations under this Franchise Agreement, the defaulting party shall have thirty (30) days following the receipt of written notice from the non-defaulting party to cure the default; provided that if such default cannot possibly be cured within the thirty (30) day period, the defaulting party shall not be in default unless the defaulting party fails to use commercially reasonable best efforts to commence curing said default within the thirty (30) day period, and continually proceeds to cure the default with diligence. In the event a default is not timely cured under this Section 12, then the non-defaulting party shall give fifteen (15) days written notice to the defaulting party of intent to pursue judicial and/or legal remedies, including but not limited to injunctions to prevent continued breach or default of this Franchise Agreement, and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek other available judicial remedies related to enforcement of this Franchise Agreement.

## SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid

provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

#### SECTION 14. EFFECTIVE DATE AND TERM

This ordinance shall take effect and be in full force immediately upon the date of its final passage.

#### SECTION 15. NOTICE OF ORDINANCE

Full text of this Ordinance shall be published once, within fifteen (15) days following the first reading, in a newspaper of general circulation in the City, and the expense of such publication shall be borne by the prospective franchise holder.

#### SECTION 16. ACCEPTANCE BY GRANTEE

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

#### SECTION 17. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

#### SECTION 18. SEVERABILITY

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

#### SECTION 19. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by

the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

## SECTION 20. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's systems shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

## SECTION 21. VENUE

This franchise agreement is performable in Gillespie County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Gillespie County, Texas.

## SECTION 22. ANNEXATIONS

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred eighty (180) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

## SECTION 23. RENEWAL OF FRANCHISE; NOTICE

Upon expiration of the initial twenty-five (205) year term of this Franchise, unless one of the parties provides written notice of termination to the other party hereto, this franchise shall be automatically renewed up to three (3) successive terms, with each renewal term lasting for five (5) years. Either party may provide written notice of termination to the other party prior to the expiration of a renewal term.

All notices to the parties sent under this Franchise shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Grantee:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)

Attn: General Counsel

~~61 Carlton Woods Dr., Building 29950 Woodloch Forest Drive, Suite 22000~~

The Woodlands, TX ~~77382~~77380

Grantor:  
City of Fredericksburg, Texas  
Attn: City Manager  
126 W. Main Street  
Fredericksburg, TX 78624

Any party may change the address to which notices and other communications hereunder are to be delivered by giving notice to the other party in the manner described herein.

#### SECTION 24. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE

At the City's request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

#### SECTION 25. INSURANCE

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Grantee will provide a certificate of insurance evidencing such coverage.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jeryl Hoover, Mayor  
City of Fredericksburg, Texas

ATTEST:

\_\_\_\_\_  
Shelley Goodwin, City Secretary, TRMC/CMC

APPROVED AS TO FORM:

\_\_\_\_\_  
~~Daniel Jones~~Mick McKamie, City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this \_\_\_\_ day of \_\_\_\_\_, 202~~32~~.

UNIVERSAL NATURAL GAS, LLC

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 202~~32~~, by \_\_\_\_\_, \_\_\_\_\_ of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** City Manager

**TO:** Mayor & City Council Members

**FROM:** Clinton Bailey, City Manager

**MEETING DATE:** April 4, 2023

**CATEGORY:** ORDINANCES, RESOLUTIONS  
AND PUBLIC HEARINGS

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**CAPTION:** Approve Resolution 2023-06R nominating a candidate to fill a vacancy on the Gillespie Central Appraisal District Board in accordance with the Texas Property Tax Code (Clinton Bailey, City Manager) (This item will be considered after Executive Session)

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### **PRESENTATION:**

#### **SUMMARY:**

The City Council has been asked for nominations to fill a Gillespie Central Appraisal District Board of Directors vacancy. The Appraisal District has asked that the Resolution nominating an individual will need to be submitted by April 10, 2023. The Resolution will need to be amended to insert your nomination.

**BACKGROUND:** Nicole Bartel Carroll has submitted her resignation from the Gillespie Central Appraisal District Board of Directors, effective June 15, 2023. The Texas Property Tax Code guides appraisal districts in the process of filling a vacancy on the board of directors. Scott Fair, Chief Appraiser, has requested the City of Fredericksburg provide a Resolution with a nominee by April 10, 2023. He has also provided the eligibility for the Gillespie CAD Board of Directors:

- Resident of Gillespie County and has been resident for at least two years immediately preceding the date of taking office
- Employees of taxing units are not eligible to serve on the Board of Directors (BOD), unless they are a member of the governing body of the taxing unit or an elected official of the taxing unit
- Owing delinquent property taxes disqualifies a person from serving on the appraisal district (CADBOD)
- A person who has appraised property for compensation for use in proceedings represented property owners for compensation in the proceedings in the CAD, or was a CAD employee at any time within the preceding three years is ineligible to serve on the BOD
- A person is ineligible to serve on the BOD if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to an appraiser who appraises property for use in a proceeding under the Tax Code or a person who represents property owners for compensation in proceedings under the tax code in the CAD

- An individual is not eligible if they have a substantial interest in a business entity that is a party to a contract or the individual is a party to a contract with the CAD

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning  
Government Vision

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**ATTACHMENTS:**

1. CFB Notice of GCAD BOD vacancy and process for filling
2. RESOLUTION fill vacancy on GCCAD

**APPROVAL/REVIEW:**

\_\_\_\_\_  
William McKamie, City Attorney

Date: March 28, 2023



\_\_\_\_\_  
Shelley Goodwin, City Secretary

Date: March 28, 2023



\_\_\_\_\_  
Clinton Bailey, City Manager

Date: March 30, 2023



## **GILLESPIE CENTRAL APPRAISAL DISTRICT**

1159 S. Milam St.  
Fredericksburg, TX 78624  
(830) 997-9807

February 22, 2023

City of Fredericksburg  
Mayor Jeryl Hoover  
126 West Main Street  
Fredericksburg, TX 78624

Dear Mayor Hoover,

The Gillespie Central Appraisal District Board of Directors received a resignation letter from Nicole Bartel at their meeting on February 21<sup>st</sup>. She is resigning from the board of directors effective June 15, 2023. She graciously submitted the resignation early so that the process to fill her vacancy could begin.

The Texas Property Tax Code guides appraisal districts in the process to fill a vacancy on the board of directors. Each taxing unit that is entitled to vote on the board of directors may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days from the date of this letter. I will then prepare and deliver the list of nominees to the board of directors by the 50<sup>th</sup> day from the date on this letter. The board of directors shall elect by majority vote one of the nominees to fill the vacancy. The elected nominee would serve the remainder of the 2022-2023 board of directors' term (six months).

The significant dates are as follow:

- February 22, 2023 - Notification letter sent to voting taxing units
- April 10 - Deadline for voting taxing units to deliver name of nominee to Scott Fair
- April 14 – List of nominees delivered to the board of directors
- April 18 – Board of directors elects one of the nominees at monthly board meeting
- Elected nominee would be able to attend May and June board meetings, but would not be a member until June 16<sup>th</sup>

Please contact me if you have any questions or concerns regarding this process.

Sincerely,

A handwritten signature in blue ink that reads "Scott Fair".

Scott Fair, RPA, RTA, CCA  
Chief Appraiser

**RESOLUTION NO. 2023– 06R**

**A RESOLUTION NOMINATING A CANDIDATE TO FILL A VACANCY  
ON THE GILLESPIE CENTRAL APPRAISAL DISTRICT BOARD OF  
DIRECTORS IN ACCORDANCE WITH THE TEXAS PROPERTY TAX  
CODE.**

**WHEREAS**, the Gillespie Central Appraisal District is the appraisal district for the City of Fredericksburg, Texas and has a governing board of directors that are selected by participating political subdivisions unless a vacancy occurs: and

**WHEREAS**, the City of Fredericksburg is a participating political subdivision within Gillespie County; and

**WHEREAS**, the City of Fredericksburg, having been advised of a vacancy by the Chief Appraiser of Gillespie Central Appraisal District is entitled to nominate a candidate according to the procedures of the Texas Property Tax Code for the Board of Directors for the Gillespie Central Appraisal Board to select the member to fill the remaining term of office.

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

The City Council of the City of Fredericksburg, Texas, hereby nominates \_\_\_\_\_ to fill the vacancy created by the resignation of Nicole Bartel, to fill the remaining term expiring on January 1, 2024.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS ON THIS     DAY OF APRIL 2023.

\_\_\_\_\_  
Jeryl Hoover  
Mayor

\_\_\_\_\_  
Shelley Goodwin, TRMC/CMC  
City Secretary



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** Parks and Recreation  
**TO:** Mayor & City Council Members  
**FROM:** Andrea Schmidt, Parks and Recreation  
Director  
**MEETING DATE:** April 4, 2023

**CATEGORY:** OTHER ACTION ITEMS AND  
UPDATES

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**CAPTION:** Approve the Second Amendment to the Commercial Lease Agreement for the Girl Scout Cabin (Andrea Schmidt, Director of Parks and Recreation)

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### **PRESENTATION:**

#### **SUMMARY:**

The Girl Scouts of Central Texas have requested a lease extension for the Girl Scout Cabin at 202 West Austin Street. The proposed lease is for one year with another one-year option. For a number of years, the Girl Scouts have leased the building and property located at the corner of Austin and Crockett Streets. The lease, signed in 2016, was for five years and began on May 3, 2016, and expired on May 2, 2021. The base rent for the entire term was \$20.00. A new lease was signed in 2021 for one year with a one-year option, which they took. This new lease would be for an extension of one year with another one-year option. The base rent for each renewal term would be \$4.00. City Council may also consider a lengthier lease if deemed appropriate.

#### **BACKGROUND:**

The Girl Scout Troops in Fredericksburg have used the property at the intersection of Austin and Crockett Streets for many years. They are responsible for making all repairs on the building and providing all the maintenance for both the building and the property. City Staff inspected the building in 2021 and recommended some repairs which were completed by the Girl Scouts of Central Texas. It is recommended that a minimum of a 1-year lease extension be approved with a one-year option. A longer extension or additional one-year options could be considered as well.

#### **FUNDING SOURCE:**

#### **FINANCIAL IMPACT:**

#### **STAFF RECOMMENDATION:**

Consider approving a lease extension with the Girl Scouts of Central Texas

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#### **COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Quality of Life Vision

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**ATTACHMENTS:**

1. GSCTX Executed Girl Scout Cabin Lease Agreement - Second Amendment.AKK

**APPROVAL/REVIEW:**

\_\_\_\_\_  
Andrea Schmidt, Parks and Recreation Director

Date: March 13, 2023



\_\_\_\_\_  
Laura Hollenbeak, Finance Director

Date: March 13, 2023

\_\_\_\_\_  
William McKamie, City Attorney

Date: March 13, 2023



\_\_\_\_\_  
Shelley Goodwin, City Secretary

Date: March 20, 2023



\_\_\_\_\_  
Clinton Bailey, City Manager

Date: March 30, 2023

SECOND AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT  
for the  
GIRL SCOUT CABIN

WHEREAS, the Girl Scouts of Central Texas (“Tenant”) and the City of Fredericksburg, Texas (“Landlord”) (collectively the “Parties”) entered into a Commercial Lease Agreement commencing on May 3, 2016 (the “Lease Agreement”), related to the occupancy of the building located at 202 West Austin Street, Fredericksburg, Texas, commonly known as the Girl Scout Cabin (the “Leased Premises”); and

WHEREAS, the Parties entered into the First Amendment to the Lease Agreement to extend the term and occupancy and establish specific repair and maintenance obligations of the Parties; and

WHEREAS, the Parties desire to enter into this Second Amendment to the Lease Agreement (“Second Amendment”), to extend the term of occupancy of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Lease Agreement and this Second Amendment, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Lease Agreement is hereby extended for one renewal term of twelve (12) months, said renewal term commencing on May 3, 2023, and ending on May 2, 2024. The renewal term shall be at the Base Rent rate of FOUR DOLLARS AND NO/100 (\$4.00) for the entire renewal term, due on or before June 1, 2023.

Tenant may optionally renew the Lease Agreement for one additional renewal term of twelve (12) months, by giving written notice to Landlord on or before March 1, 2024, notifying of Tenant’s election to renew the Lease Agreement under this Paragraph. Said additional renewal term will commence on May 3, 2024, and end on May 2, 2025, at the Base Rent rate of FOUR DOLLARS AND NO/100 (\$4.00) for the entire renewal term, to be due on or before June 1, 2024.

2. The Parties shall be bound by and comply with the repair and maintenance obligations of Paragraph 15 of the Lease Agreement.
3. All terms referred to and not defined herein shall have the meaning ascribed to them under the Lease Agreement. This Second Amendment shall become effective upon execution by both Parties.

4. In the event of any inconsistency or conflict between the provisions of this Second Amendment and those of the Lease Agreement, this Second Amendment shall prevail. Except as specifically amended by this Second Amendment, the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Second Amendment, or caused the same to be executed by its duly authorized representative.

Girl Scouts of Central Texas ("Tenant")

By:  Date: March 7, 2023

Printed Name and Title: Paula Bookidis, CEO

City of Fredericksburg, Texas ("Landlord")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager



## **CITY COUNCIL AGENDA MEMO**

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**DEPARTMENT:** Parks and Recreation  
**TO:** Mayor & City Council Members  
**FROM:** Andrea Schmidt, Parks and Recreation  
Director

**MEETING DATE:** April 4, 2023

**CATEGORY:** OTHER ACTION ITEMS AND  
UPDATES

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**CAPTION:** Received an update on the addition of Lyndon B. Johnson and Admiral Nimitz busts to the Pioneer Garden and a memorial bench for Marktplatz (Andrea Schmidt, Director of Parks and Recreation)

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### **PRESENTATION:**

#### **SUMMARY:**

The 175th Anniversary Steering Committee donated \$31,002.09 to the Market Square Redevelopment Committee (MSRC) in January of 2023. These funds were deposited in the Community Foundation account for Marktplatz donations. The funds were to be used for three projects: 2 busts for the Pioneer Garden, a memorial bench and any remaining funds for the northwest corner project that is currently underway. The MSRC met on January 23, 2023, and accepted the donation for those three projects.

#### **BACKGROUND:**

The 175th Anniversary Steering Committee donated funds to the MSRC for the following purposes:

- 1) A Memorial bench in honor of Timothy Kooch
- 2) Busts for Lyndon B. Johnson and Admiral. Nimitz
- 3) Redevelopment

The Market Square Redevelopment Commission accepted this donation for those projects. The cost for the busts is approximately \$25,000 and includes installation using the existing pedestals donated by the 125th Anniversary Committee. The busts will match existing busts on the Square.

The Memorial bench costs about \$2,500 and will match the existing benches on Marktplatz.

Any remaining funds will be used to redevelop the northwest corner of the Square.

**FUNDING SOURCE:** Donation

**FINANCIAL IMPACT:**  
Approximately \$30,000

**STAFF RECOMMENDATION:**

Received an update on a Market Square donation from the 175th Anniversary Committee.

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning  
Government Vision  
Family Life Vision  
Quality of Life Vision X

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**ATTACHMENTS:**

1. Photos for donation to MSRC 2023
2. Estimate\_1003\_from\_BS\_Home\_and\_Ranch\_Services
3. Jonas Perkins estimate 2023

**APPROVAL/REVIEW:**

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Andrea Schmidt, Parks and Recreation Director

Date: March 13, 2023

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Laura Hollenbeak, Finance Director

Date: March 14, 2023

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William McKamie, City Attorney

Date: March 14, 2023



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Shelley Goodwin, City Secretary

Date: March 22, 2023

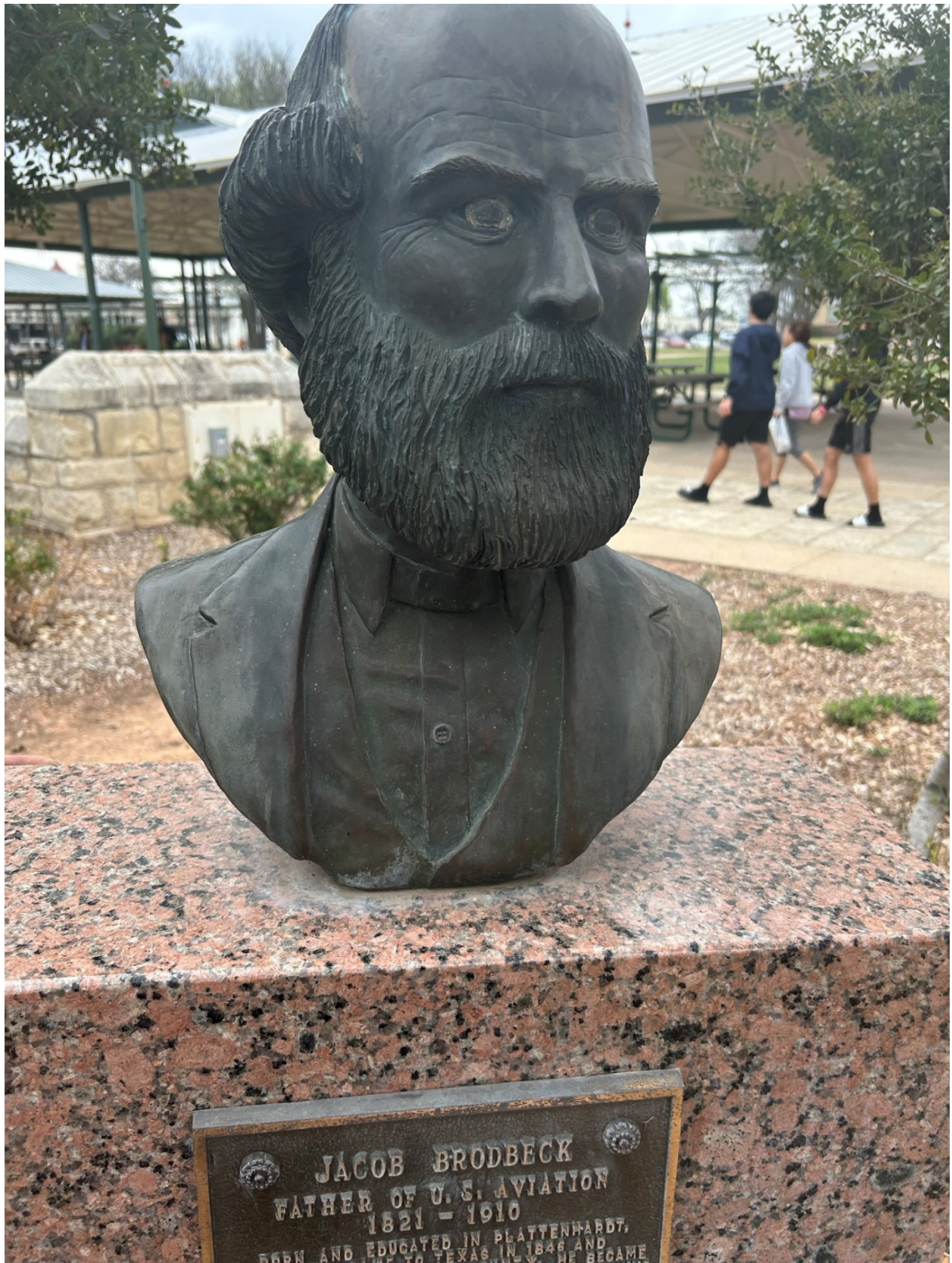


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Clinton Bailey, City Manager

Date: March 30, 2023







BS Home and Ranch Services

108 W. Nimitz St.  
Fredericksburg, TX 78624 US  
(210) 789-6779  
bshomeandranch@gmail.com



Estimate

ADDRESS  
Jennifer Krupa

ESTIMATE  
DATE

1003  
03/10/2023

| DATE |       | DESCRIPTION                                      | QTY | RATE     | AMOUNT   |
|------|-------|--------------------------------------------------|-----|----------|----------|
|      | Sales | slabs and monuments                              |     | 6,875.00 | 6,875.00 |
|      | Sales | return at later date & install bronze headpieces |     | 1,425.00 | 1,425.00 |

install two stone monuments at Marktplatz  
labor and materials to pour two 3x4 6" concrete slabs with base - granite stone  
embedded. stack & secure granite stone monuments to base stone and come  
back at a later date to install bronze headpiece on top.

TOTAL

\$8,300.00

Accepted By

Accepted Date

# Jonas Perkins

605 Alamo Road  
Fredericksburg, TX 78624  
830.997.2935  
jonas@jonasperkins.com  
www.jonasperkins.com

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## Proposal/Invoice

February 3, 2023

Marktplatz Commission  
Fredericksburg, TX

Re: Lyndon Baines Johnson bronze bust  
Admiral Chester W. Nimitz bronze bust

### DESCRIPTION:

This proposal is for two  $\frac{3}{4}$  life-sized bronze busts, approximately 18 inches tall and 14 inches wide, without base:

- **Lyndon Baines Johnson**.....\$ 6,250.00
- **Admiral Chester W. Nimitz**.....\$ 6,250.00

**TOTAL**.....**\$12,500.00**

**BALANCE** ..... **\$12,500.00**

### TERMS OF AGREEMENT:

- Artist able to start immediately
- Project will take up to 120 days; dependent on foundry schedule
- 1/2 down payment of total cost on agreement of specifics
- Final 1/2 upon delivery



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Secretary

**TO:** Mayor & City Council Members

**FROM:**

**MEETING DATE:** April 4, 2023

**CATEGORY:** CITY MANAGER'S REPORT

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**CAPTION:** Enforcement of watering restrictions

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**PRESENTATION:**

**SUMMARY:**

**BACKGROUND:**

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision

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**ATTACHMENTS:**

None

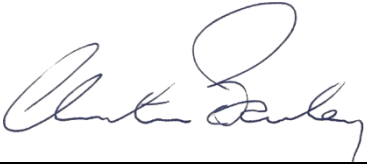
**APPROVAL/REVIEW:**

\_\_\_\_\_  
William McKamie, City Attorney

Date: March 29, 2023

\_\_\_\_\_  
Shelley Goodwin, City Secretary

Date: March 29, 2023

A handwritten signature in blue ink, appearing to read "Clinton Bailey". The signature is fluid and cursive, with a large loop at the end of the last name.

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Clinton Bailey, City Manager

Date: March 30, 2023

## City Council Regular Meeting April 18, 2023

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                 |                      |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|----------------------|
| 2023-102 | Consider approval of City Council Minutes for<br>i. March 28, 2023, Joint Meeting with P&Z<br>ii. April 4, 2023, Regular Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Consent - Approve | Shelley Goodwin | City Secretary       |
| 2023-61  | Consider the approval of a street closure request to close the parking lane and one southbound lane adjacent to Marktplatz on Adams Street beginning on Friday, June 9, 2023, at 7:00 a.m. until Monday, June 12, 2023, at noon for the Fredericksburg Craft Beer Festival event scheduled for Saturday, June 10, 2023.                                                                                                                                                                                                                                                                         | Consent - Approve | Jennifer Krupa  | Parks and Recreation |
| 2023-62  | Consider the approval of street closures and parking lot usage for Oktoberfest 2023:<br>1) Adams Street between Main and Austin beginning on Wednesday, October 4, 2023, at 7:00 a.m., through Monday, October 9, 2023, at 3:00 p.m., and,<br>2) Austin Street between Crockett and Adams beginning Thursday, October 4, 2023, at 7:00 a.m., until Monday, October 9, 2023, at 12:00 p.m.; and,<br>3) Use of the parking lot on Crockett Street across from City Hall and next to Broadway Bank beginning on Friday, October 6, 2023, at 5:00 p.m., until Sunday, October 9, 2023, at 8:00 p.m. | Consent - Approve | Jennifer Krupa  | Parks and Recreation |
| 2023-63  | Consider the approval of a street closure request to allow Kraut Run event organizers to close W. Travis St. from N. Crockett to N. Adams from 6:00 a.m. to 12:00 p.m. on Saturday, October 7, 2023.                                                                                                                                                                                                                                                                                                                                                                                            | Consent - Approve | Jennifer Krupa  | Parks and Recreation |
| 2023-64  | Consider the approval of a street closure request for Adams Street (parking lane and one southbound lane) between Main Street and Austin Street beginning on                                                                                                                                                                                                                                                                                                                                                                                                                                    | Consent - Approve | Jennifer Krupa  | Parks and Recreation |

Thursday, October 26, 2023, at 7:00 a.m., through Monday, October 30, 2023, at 12:00 p.m., for the Fredericksburg Food & Wine Fest.

|          |                                                                                                                                                                                                        |                                      |                |                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------|----------------------|
| 2023-60  | Consider the approval of a street closure request for W. Austin Street, from N. Crockett to N. Adams from T.B.D. to T.B.D. for the Fredericksburg Car Fest event scheduled for Saturday, June 3, 2023. | Consent - Approve                    | Jennifer Krupa | Parks and Recreation |
| 2023-119 | Z2301- 308 Oakhaven - Rezone from R1 to R2                                                                                                                                                             | Public Hearing and Approve Ordinance | Anna Hudson    | Development Services |
| 2023-121 | Z2302 - 411 E Main Street - Conditional Use Permit for new first floor STRs                                                                                                                            | Public Hearing and Approve CUP       | Anna Hudson    | Development Services |
| 2023-73  | Enter into new lease agreement with Soccer Association                                                                                                                                                 | Approve                              | Andrea Schmidt | Parks and Recreation |
| 2023-111 | Consideration of approving a future nature center at LBJMP in concept, so fundraising may begin.                                                                                                       | Approve                              | Andrea Schmidt | Parks and Recreation |
| 2023-112 | Consider extending the Convention and Visitor's Center lease                                                                                                                                           | Approve                              | Andrea Schmidt | Parks and Recreation |
| 2023-148 | Consider Optimist Club fee waiver request for use of Field C at Lady Bird Johnson Municipal Park                                                                                                       | Approve                              | Andrea Schmidt | Parks and Recreation |
|          | Z-2304 112 E. Schubert CUP                                                                                                                                                                             | Public Hearing and Approve           | Anna Hudson    | Development Services |
|          | Z-2305 408, 412, and 414 E Austin Street - Land Use and Zoning                                                                                                                                         | Public Hearing and Approve Ordinance | Anna Hudson    | Development Services |

Z-2306 405 Whitney Street - PUD and Zoning

Public Hearing and  
Approve Ordinance

Anna Hudson

Development  
Services

Z-2307 501 E. Creek Street - CUP

Public Hearing and  
Approve

Anna Hudson

Development  
Services

Z – 2308 510 Mueller Street Unit #33 - CUP

Public Hearing and  
Approve

Anna Hudson

Development  
Services

City Council Regular Meeting  
May 2, 2023

|          |                                                                                                  |                   |                 |                      |
|----------|--------------------------------------------------------------------------------------------------|-------------------|-----------------|----------------------|
| 2023-102 | Consider approval of City Council Minutes for April 18, 2023                                     | Consent - Approve | Shelley Goodwin | City Secretary       |
| 2023-111 | Consideration of approving a future nature center at LBJMP in concept, so fundraising may begin. | Approve           | Andrea Schmidt  | Parks and Recreation |

## Future Agenda Items

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                |                      |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|----------------------|
| 2023-65 | Consider the approval of a street closure request to close one southbound traffic lane and the parking lane adjacent to Marktplatz on North Adams from Austin to Main Street beginning Friday, October 20, 2023, at 7:00 a.m. until Sunday, October 22, 2023, at 12:00 p.m. for Bestfest.                                                                                                                                                 | Consent - Approve | Jennifer Krupa | Parks and Recreation |
| 2023-66 | Consider the approval of a street closure request to close W. San Antonio Street from S. Adams/State Highway 16 South to S. Crockett Street from TBD to TBD, for an event at the old jail facility hosted by the Gillespie County Historical Society (October 2023).                                                                                                                                                                      | Consent - Approve | Jennifer Krupa | Parks and Recreation |
| 2023-67 | Consider the approval of street closure requests for W. Crockett Street from N. Austin to N. Travis Street; W. Schubert (eastbound lane only) from N. Crockett to N. Adams Street, and N. Adams Street (southbound lane only) from W. Schubert to the church entrance on Adams Street; from 5:30 p.m. to 8:30 p.m., on both Friday and Saturday, December 8 & 9, 2023, for the Christmas Journey event hosted by Bethany Lutheran Church. | Consent - Approve | Jennifer Krupa | Parks and Recreation |
| 2023-71 | Consider adopting new fees and policies for sports facility usage. May 16th                                                                                                                                                                                                                                                                                                                                                               | Approve           | Andrea Schmidt | Parks and Recreation |
| 2023-74 | Consider naming rights for Marktplatz northwest corner project (summer 2023)                                                                                                                                                                                                                                                                                                                                                              | Approve           | Andrea Schmidt | Parks and Recreation |
| 2023-75 | Consider sponsoring the July 4th Parade. (early spring)                                                                                                                                                                                                                                                                                                                                                                                   | Approve           | Andrea Schmidt | Parks and Recreation |

2023-134    Discussion and Consideration funding the extension of the    Discuss    Clinton Bailey    City Manager  
Affordable Housing Coordinator Consulting Agreement



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Secretary

**TO:** Mayor & City Council Members

**FROM:**

**MEETING DATE:** April 4, 2023

**CATEGORY:** EXECUTIVE SESSION

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**CAPTION:** Consider and discuss the appointment, evaluation, reassignment, and/or duties of a public officer or employee, especially the Municipal Court Judge (Sec. 551.074), and

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**PRESENTATION:**

**SUMMARY:**

**BACKGROUND:**

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning

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**ATTACHMENTS:**

None

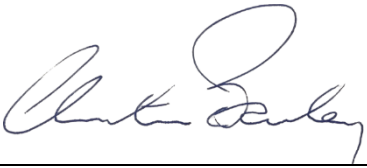
**APPROVAL/REVIEW:**

Date: March 28, 2023

\_\_\_\_\_  
William McKamie, City Attorney

Date: March 28, 2023

\_\_\_\_\_  
Shelley Goodwin, City Secretary

A handwritten signature in blue ink, appearing to read "Clinton Bailey". The signature is fluid and cursive, with the first name "Clinton" and last name "Bailey" clearly distinguishable.

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Clinton Bailey, City Manager

Date: March 30, 2023



## CITY COUNCIL AGENDA MEMO

---

**DEPARTMENT:** City Secretary

**TO:** Mayor & City Council Members

**FROM:**

**MEETING DATE:** April 4, 2023

**CATEGORY:** EXECUTIVE SESSION

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**CAPTION:** Consider and discuss the appointment, evaluation, reassignment, duties, or dismissal of a public officer, specifically the nomination of a City of Fredericksburg candidate to fill vacancies on the Gillespie Central Appraisal District Board (Section 551.074)

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**PRESENTATION:**

**SUMMARY:**

**BACKGROUND:**

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMMUNITY VISIONING/STRATEGIC INITIATIVES:**

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision

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**ATTACHMENTS:**

None

**APPROVAL/REVIEW:**

Date: March 29, 2023

\_\_\_\_\_  
William McKamie, City Attorney

Date: March 30, 2023

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Shelley Goodwin, City Secretary

A handwritten signature in blue ink, appearing to read "Clinton Bailey", written over a horizontal line.

Clinton Bailey, City Manager

Date: March 30, 2023