City of Fredericksburg

City Council Regular Meeting Agenda
Tuesday, May 16, 2023 ~ 9:00 AM
Law Enforcement Center
1601 E. Main Street
Fredericksburg, Texas 78624

The City of Fredericksburg City Council will meet in a regular session on Tuesday, May 16, 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;
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.

NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for discussion. An announcement will be made of the basis for the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for Executive Session.

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1. CALL TO ORDER

2. INVOCATION

A. Alex Garcia, Pastor of Fredericksburg Bible Church, will lead the Invocation

3. PLEDGE OF ALLEGIANCE

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Ceremonial Swearing-In and Issuing of the Certificate of Elections

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. Consider approval of City Council Minutes for the following meetings (Shelley Goodwin, City Secretary):
   i. April 18, 2023, City Council and Planning and Zoning Commission Joint Meeting
   ii. May 2, 2023, City Council Regular Meeting

B. Purchase of a File Storage System (SAN) (a $30,000 portion of a lease was approved in the FY2023 Budget) (Eric Whiting, Director of IT)

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

A. 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 (second reading, previous reading was held on April 4, 2023)

B. Fiscal Year 2023 Mid-Year Budget Amendments (Krista Wareham, Finance Director)

i. Presentation

ii. Adoption of Ordinance 2023-06 adopting and approving amendments to the City Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, and making amended appropriations for each affected department and account

8. OTHER ACTION ITEMS AND UPDATES

A. Consideration and Possible Action Regarding an Amendment to the Lower Colorado River Authority (LCRA) Contract for Emergency Radios (Lynn Bizzell, Fire Chief)

B. Take action on the extension of the Convention and Visitor's Center lease (Andrea Schmidt, Director of Parks and Recreation)

C. Discussion and consideration of annual parades for 2023 (Andrea Schmidt, Director of Parks and Recreation):
  - i. Fourth of July Parade
  - ii. Gillespie County Fair Parade
  - iii. Light the Night Christmas Parade
  - iv. Consideration of the City sponsoring the July 4th Parade

D. Continued Discussion Regarding the Creation of a Public Housing Authority (Jeryl Hoover, Mayor)

E. Discuss the upcoming City Boards and Commission Appointments and take action on the Mayor Pro Tem appointment (Shelley Goodwin, City Secretary)

9. CITY MANAGER'S REPORT

A. Water Conservation Report

B. Update on future Special Council Meetings

10. ITEMS FOR FUTURE AGENDA

A. Review the Future Agenda Spreadsheet

11. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Sections - 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Peal Property):

A. Pending or contemplated litigation related to short-term rentals (551.071)

B. Real Estate in the vicinity of State Highway 16 South and Lady Bird Drive (551.072)

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 4:15 p.m. on May 11, 2023, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

Shelley Goodwin, TRMC/CMC
City Secretary

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023

CATEGORY: INVOCATION

CAPTION: Alex Garcia, Pastor of Fredericksburg Bible Church, will lead the Invocation

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: May 11, 2023

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023

CATEGORY: CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

CAPTION: Ceremonial Swearing-In and Issuing of the Certificate of Elections

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Date: May 11, 2023
William McKamie, City Attorney

Date: May 11, 2023

Clinton Bailey, City Manager

City of Fredericksburg

CITY COUNCIL AND PLANNING AND ZONING COMMISSION
JOINT MEETING MINUTES
TUESDAY, APRIL 18, 2023 ~ 5:30 p.m.
LADY BIRD GOLF COURSE – CARDINAL ROOM
FREDERICKSBURG, TEXAS 78624

City Council
Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein

Members Absent:
Councilmember Sharon Joseph

Planning and Zoning Commission
Janice Menking, Chair
Commissioner Steve Thomas
Commissioner Tom Musselman
Commissioner Tim Dooley
Commissioner Daryl Whitworth

Members Absent:
Commissioner Jeff Lawrence
Commissioner Jim Jarreau
Commissioner Polly Rickert
Commissioner Cindy Scroggins

City Staff Present:
Clinton Bailey, City Manager
Mick McKamie, City Attorney
Racheal Raggio, Attorney with TOASE (attended by video conference)
Garret Bonn, Assistant City Manager
Brian Vorauer, Police Chief
Lynn Bizzell, Fire Chief
Eric Whiting, Director of Information Technology
Anna Hudson, Interim Director of Development Services
Leslie Embrey, Administrative Assistant
Shelby Collier, Associate Planner
Jan Musgrove, STR Specialist
Darren Eckhardt, HOT/SUT Collections Specialist
Janelle Chapman, Purchasing Coordinator
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Fredericksburg City Council and Planning and Zoning Commission Joint Meeting to order at 5:30 p.m. on Tuesday, April 18, 2023. He announced that a quorum had been met of the City Council.

Chair Menking announced that a quorum had been met of the Planning and Zoning Commission.

2. PLEDGE OF ALLEGIANCE

Mayor Hoover lead the Pledge of Allegiance

3. EXECUTIVE SESSION

A. Pending or contemplated litigation related to short-term rentals.

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 5:35 p.m. The City Council and Planning and Zoning Commission voted unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Planning and Zoning Commissioner Dooley, to go out of the Executive Session and into the Regular Meeting at 6:19 p.m. The City Council and Planning and Zoning Commission voted unanimously.

4. BUSINESS ITEM

No action was taken after the Executive Session.

5. DISCUSSION AND POSSIBLE ACTION

A. Proposed amendments to the Short-Term Rental (STR) Ordinance

i. Discussion - continued from joint meeting on March 28, 2023

Nancy Stevens provided a handout of her neighborhood and all the STRs. She discussed an STR application at 804, 802, and 513 North Olive Street and the rezoning of her neighborhood from R2 to R1.

Garret Bonn, Assistant City Manager, provided a PowerPoint Presentation.

The City Council discussed the following:

- Code Enforcement
- Current Fine Structure for STR Violations
- Suspensions of STR Permits
- Occupancy
- Renewals
- Transfers
- Residential Zoning Regulations

ii. Next Steps

(a) Initiation of the formal ordinance amendment process

(b) Schedule a follow-up joint meeting

Garret Bonn, Assistant City Manager, reviewed the next steps in the process.

Motion: A motion was made by Commissioner Musselman for the initiation of the Ordinance.

Commission Musselman withdrew his motion.

Motion: A motion was made by Commissioner Musselman, seconded by Commissioner Thomas, to initiate the Ordinance to begin making the amendments and the review process. The Planning and Zoning Commission voted five (5) for and none (0) opposed. The motion carried unanimously.

The Planning and Zoning Commission and City Council agreed to hold a Joint Meeting to receive the City Attorney's advice in Executive Session before they review the proposed Ordinance amendments.

Mick McKamie, City Attorney, stated he and Racheal Raggio would begin amending the Ordinance.

6. ADJOURN

Motion: A motion was made by Commissioner Dooley, seconded by Commissioner Musselman, to adjourn the meeting at 7:37 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to adjourn the meeting at 7:37 p.m. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

Jeryl Hoover
Mayor

Janice Menking
Planning and Zoning Commission Chair

Shelley Goodwin, TRMC/CMC
City Secretary

City of Fredericksburg

CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, MAY 2, 2023 ~ 9:00 a.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

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, City Attorney
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director of Public Works and Utilities
Derek Seelig, Police Lieutenant
Braxton Roemer, Police Lieutenant
Justin Calhoun, Emergency Management Coordinator
Lea Feuge, Public Information Officer
Krista Wareham, Finance Director
Cody Oris, IT Specialist
Aaron Anderegg, IT Specialist
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, May 2, 2023. He announced that a quorum had been met.

2. INVOCATION

Pastor Michael Bell, Pastor of Destiny Church, lead the Invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Community Action Month Proclamation

Mayor Hoover read the Proclamation and declared May as Community Action Month. He presented the Proclamation to Tina Miller.

5. COUNCIL COMMENTS

Councilmember Kirchner provided the following comments:

- The Legislative session is still in session; they should wrap up on May 30th
- Early Voting ends today at 4:30 p.m. at the Girl Scout Cabin and for the Fredericksburg ISD School Board at 7:00 p.m. at 95 Frederick Road

Councilmember Klein updated the Market Square Project and stated the Marker Square Redevelopment Commission is around $100,000 short.

Councilmember Joseph stated she had received letters of support from the Convention and Visitor Bureau in support of the Housing Authority.

6. CONSENT

A. Approval of the City Council Minutes for April 18, 2023, Regular Meeting

Motion: A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to approve the Consent Agenda Items 6. A. The City Council voted five (5) for, none (0) opposed. The motion carried unanimously.

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

A. Take action on Resolution 2023-07R designating property located at 701 N. Milam Street in the City of Fredericksburg as a local Historic Landmark

Anna Hudson, Interim Director of Development Services, provided the background of the Stehlings and the home. She reviewed the architectural design of the home and the other structures he designed. A second mid-century landmark in Fredericksburg. The Resolution will be filed with the County to reflect on the property.

Motion: A motion was made by Councilmember Klein and seconded by Councilmember Joseph to approve Resolution 2023-07R designating property located at 701 N. Milam Street in the City of Fredericksburg as a local Historic Landmark. The City Council voted five (5) for and none (0) opposed. The motion passed unanimously.

8. OTHER ACTION ITEMS AND UPDATES

A. Take action on a Conceptual Plan for a future Nature Center to be constructed by the Friends of the Fredericksburg Nature Center at Lady Bird Johnson Municipal Park

Andrea Schmidt, Director of Parks and Recreation, introduced Lonnie Childs.

Lonnie Childs, the President of the Friends of the Fredericksburg Nature Center, provided a PowerPoint of the prosed plans for the Nature Center at Lady Bird Johnson Municipal Park. He reviewed the following:

- history of the committee
- committee members
- service agreement
- future project
- fundraising efforts
- Conceptual Plan
- next steps
- budget needs

The City Council thanked the organization for their hard work. The City Council discussed the following:

- Where did the current funds come from
- Number of members of the Friends of the Fredericksburg Nature Center
- Other Municipalities partnerships
- projects and maintenance
- Grant writer
- Today's decision

Motion: A motion was made by Councilmember Klein, and Councilmember Joseph seconded the motion to approve the Conceptual Plan for a future Nature Center to be constructed by the Friends of the Fredericksburg Nature Center at Lady Bird Johnson Municipal Park. The City Council voted five (5) for and none (0) opposed. The motion passed unanimously.

B. Discuss and consider options for the future of Fort Martin Scott

Mayor Hoover stated he and Councilmember Kirchner requested this item to be placed on the agenda due to concerns about the Fort being vacant.

Andrea Schmidt reviewed the history of the management of Fort Martin Scott. She reviewed several City Council options to operate Fort Martin Scott.

Mayor Hoover requested this Agenda Item because the City needs a plan to protect this historic site. He stated he sees a lot of potential for the Fort and even spoke to Gillespie County Historical Society about running it. He also discussed the possibility of an umbrella organization running all publicly owned Historic Sites.

Councilmember Kirchner stated she had contacted the Texas Historical Commission (THC) regarding the Fort. She reviewed their structure of three phases and the benefits of partnering with them. She also started a formal letter that would need to be sent to THC to initiate the process.

Eric Hammersen spoke in support of preserving Fort Martin Scott.

The City Council agreed by consensus to draft a letter to the Texas Historical Commission to begin the conversation.

C. Continued Discussion Regarding the Creation of a Public Housing Authority

Mayor Hoover read the three comments received at the meeting last Wednesday.

Carol Hammerson spoke regarding the need to let people express their top three concerns with housing.

Jeannette Hormuth spoke regarding the Housing Authority, tax-exempt properties, how it will pay for itself, and who will be accountable if it fails.

Eric Hammerson spoke regarding the operations of a Housing Authority. Are there any legal authorities that have requirements and priorities? Is this the best first step to take?

Mayor Hoover reviewed several support letters and emails that were received.

Mick McKamie, City Attorney, stated a Housing Authority Board would have to adopt bylaws to receive tax exemption, and they would have to meet all the requirements. He noted all public housing must meet the IRS requirements.

The City Council discussed the following:

- Housing Authority Board operations
- Restricted funds
- Local preferences
- Public and private housing
- Role of the Housing Authority Board
- Joint Meeting with Gillespie County Commissioners Court
- Discuss other ways to address housing issues

The City Council agreed by consensus to continue the discussion and to hold a Joint Meeting with Commissioners Court.

9. CITY MANAGER'S REPORT

A. May 6, 2023, City General Election Update

Shelley Goodwin, City Secretary, provided a PowerPoint regarding Early Voting turnout, Election Day voting, and what happens after the May 6, 2023 Election.

B. The Fiscal Year 2024 Budget Calendar

Krista Wareham, Finance Director, provided the draft calendar for the FY 2024 Budget.

Clinton Bailey, City Manager, reviewed the upcoming meetings and asked everyone to check their calendars and get back to Mrs. Wareham if they have a conflict. He also noted that the Budget Calendar will be made into an Outlook Calendar.

10. ITEMS FOR FUTURE AGENDA

A. Review Future Agenda Spreadsheet

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

11. EXECUTIVE SESSION

A. Pending or contemplated litigation related to short-term rentals

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to go out of the Regular Meeting and into the Executive Session at 11:05 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 11:27 a.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

12. BUSINESS ITEM

No action was taken.

13. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to adjourn the Tuesday, May 2, 2023, City Council Regular Meeting at 11:28 a.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

____
Jeryl Hoover
Mayor

____
Shelley Goodwin, TRMC/CMC
City Secretary

CITY COUNCIL AGENDA MEMO

DEPARTMENT: Information Technology
TO: Mayor & City Council Members
FROM: Eric Whiting, Director of Information Technology
MEETING DATE: May 16, 2023 **CATEGORY:** CONSENT

CAPTION: Purchase of a File Storage System (SAN) (a $30,000 portion of a lease was approved in the FY2023 Budget) (Eric Whiting, Director of IT)

PRESENTATION:

SUMMARY:

The City of Fredericksburg's IT department is proposing the replacement of an aging storage area network (SAN) that has been in use for over eight years. The current unit is a Compellant and is nearing the end of its life, with warranty support scheduled to expire in August 2023. The proposal is to replace the current SAN with a new unit that will provide improved storage and performance capabilities.

BACKGROUND:

The old SAN storage area network that has been in use by the City of Fredericksburg's IT department for the past eight years, is a Compellent unit. This system was first installed in the year 2015 and has been utilized as a centralized storage platform for the city's critical data, such as financial records, personnel files, police videos, and other important information.

Over the years, the Compellent unit has been a reliable and efficient storage system, allowing for easy data management, backup, and sharing among different city departments. It has played a crucial role in the smooth functioning of city operations by ensuring that the city's critical data is always available and secure.

However, as technology advances, the Compellent unit has reached the end of its useful life, and warranty support is set to expire in August of 2023. Therefore, the IT department is proposing the replacement of the old unit with a new SAN storage system that will provide improved storage and performance capabilities to meet the evolving needs of the city and its departments.

FUNDING SOURCE: Multiple Departments

FINANCIAL IMPACT:
The total impact on the budget will be 77,504.65 over a three-year lease purchase. The amount budgeted for the payment this year is 30,000.

STAFF RECOMMENDATION:
Staff recommends moving forward with the purchase of the SAN (storage area network)

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Government Vision

ATTACHMENTS:
1. City of Fredericksburg - SAN Upgrade & Switches.054678.v2.69

APPROVAL/REVIEW:

Eric Whiting, Director of Information Technology — Date: May 11, 2023

Krista Wareham

Krista Wareham, Director of Finance — Date: May 11, 2023

William McKamie, City Attorney — Date: May 11, 2023

Shelley Goodwin, City Secretary — Date: May 11, 2023

Clinton Bailey, City Manager — Date: May 11, 2023

BUSINESS TECHNOLOGY SOLUTIONS FOR:

City of Fredericksburg - SAN Upgrade & Switches

Quote # 054678
Version 2

PREPARED FOR:

City of Fredericksburg

Eric Whiting
ewhiting@fbgtx.org

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

Centre TECHNOLOGIES

City of Fredericksburg - SAN Upgrade & Switches

Prepared by:

Centre Technologies

Russell Keller
on behalf of Russell Keller
(281) 506-2480
rkeller@centretechnologies.com

Prepared for:

City of Fredericksburg

Eric Whiting
Ship To:
126 W. Main Street
Fredericksburg, TX 78624
(830) 889-5879
ewhiting@fbgtx.org

Quote Information:

Quote #: 054678

Version: 2
Delivery Date: 05/04/2023
Expiration Date: 06/19/2023

City of Fredericksburg - SAN Upgrade & Switches

DIR-TSO-3763

Products

Description	Qty	Price	Ext. Price
Dell ME5024 Storage Array	1	$33,143.94	$33,143.94
Dell ME5024 Storage Array : (210-BBOO) 25Gb iSCSI 8 Port Dual Controller : (403-BCPG) Rack Rails 2U : (770-BECR) ME Series 2U Bezel : (325-BDDO) Power Supply, 580W, Redundant, WW : (450-ALXL) Dell PowerVault ME Series 2U-24, CE Marking : (389-EERY) Dell ME5024 Shipping : (340-DCGF) Dell Hardware Limited Warranty : (871-8034) ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years : (871-8048) ProSupport 7x24 Technical Support and Assistance 3 Years : (871-8049) Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter : (470-AAGN) Hard Drive Filler 2.5in, single blank : (400-AEPR) 1.92TB SSD SAS ISE, Read Intensive, up to 24Gbps 512e 2.5in Hot-Plug, AG Drive : (345-BEMG) Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 : (450-AAME) Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 : (450-AAME)			
Dell EMC ME412 Storage Expansion Enclosure	1	$11,989.63	$11,989.63
Dell EMC ME412 Storage Expansion Enclosure : (210-AQIG) Rack Rails 2U : (770-BECR) ME Series 2U Bezel : (325-BDDO) Power Supply, 580W, Redundant, WW : (450-ALXL) Dell EMC ME412 Shipping : (340-DCGC) Dell PowerVault ME Series 2U-12, CE Marking : (389-EERU) Dell Hardware Limited Warranty : (821-8756) ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years : (821-8772) ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years : (821-8778) 8TB HDD 7.2K 512e NL-SAS12 3.5 : (400-BBDS) 12Gb HD-Mini to HD-Mini SAS Cable, 2M : (470-ABNN) 12Gb HD-Mini to HD-Mini SAS Cable, 2M : (470-ABNN) Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 : (450-AAME) Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 : (450-AAME)			
PowerSwitch S4128	2	$9,077.79	$18,155.58
Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU : (210-ALTG)			

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

Products

Description	Qty	Price	Ext. Price
OS10 Enterprise S4128F-ON : (619-AMIZ)			
Dell Hardware Limited Warranty 1 Year : (814-1417)			
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year : (814-1419)			
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years : (814-1455)			
ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years : (814-1456)			
Dell Limited Hardware Warranty Extended Year(s) : (975-3461)			
3 Years ProSupport OS10 Enterprise Software Support-Maintenance : (848-8538)			
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 : (450-AAFH)			
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 : (450-AAFH)			
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 1 Meter : (470-AAFE)			
		Subtotal:	**$63,289.15**

Services

Description	Qty	Price	Ext. Price
Installation & Configuration Dedicated consultant specializing in datacenter modernization and upgrades for servers, networking, virtualization, hybrid and cloud infrastructure, including delivery of strategy, design, deployment, maintenance, verification, documentation, and post-deployment support. *See "Scope of Work" documentation for complete details and service inclusions.*	1	$14,215.50	$14,215.50
		Subtotal:	**$14,215.50**

Quote Summary

Description	Amount
Products	$63,289.15
Services	$14,215.50
Total:	**$77,504.65**

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," OR "Customer"). Collectively, these two entities are "the Parties". The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, ("Services Start Date"). If there is a conflict between this Quote, the Master Services Agreement, the Product Terms and Conditions, and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. Customer hereby acknowledges that all of the Agreements and Quotes contained herein are subject to the applicable tax (e.g., international, federal, state and local sales tax), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Provider reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the parties.

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

E-Signature Confirmation for City of Fredericksburg

Signature:	
Name:	Eric Whiting
Title:	Director of IT
Date:	

STATEMENT OF WORK

Storage with Switches- City of Fredericksburg

April 20, 2023

PRESENTED TO
City of Fredericksburg
Eric Whiting

PREPARED BY
Centre Technologies, Inc.
Jamey Rush

Contact Information

Customer Contact	Eric Whiting	830-889-5879 ewhiting@fbgtx.org
Centre Account Manager	Russell Keller	210-393-1155 rkeller@centretechnologies.com
Centre Services Contact	Jamey Rush	214-593-6864 jrush@centretechnologies.com

Project Overview

This Statement of Work is between Centre Technologies, Inc., a Texas company (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and City of Fredericksburg (sometimes referred to as “you,” “your,” OR “Customer”). This document, along with the Quote and Master Services Agreement, forms the Agreement between both parties including terms to which both parties agree to be bound.

Executive Summary

The City of Fredericksburg has engaged Centre Technologies to update its storage solution.

During the phases of this project, Centre will work with the Customer to meet project timelines and goals. Upon completion of this project, the Customer and Centre will meet to discuss recommendations and next steps.

Solution Summary

The Compellent SAN will be replaced with a PowerVault system and configured to their VMware environment. Two switches will be installed to support the SAN environment. Data migrations will be performed after hours for critical infrastructure.

Our Responsibilities

Centre Technologies will install and configure the PowerVault SAN. Virtual Machines will be migrated to the storage and validated.

Two switches will be installed to support the new SAN environment.

Veeam backups of the new source will be verified with a test job.

Project Management

Centre Technologies will assign a Project Manager for the duration of this project to work closely with an assigned Customer representative (i.e. Primary Technical Contact) to ensure proper project coordination and planning.

These activities will include:

- Project Kickoff Meeting to define project resources and delivery timeline
- Project Status Report, including scheduled project activities
- Project Status Meetings and updates, as needed
- Coordination of schedules to ensure successful implementation
- Final Project Deliverables, including documentation, notations, and references to formalize end of project

Key Assumptions

The key assumptions for this project include:

- All work to be performed at Customer premises shall occur during normally scheduled working hours (8:00 a.m. to 6:00 p.m. CST, Monday through Friday), except holidays, and unless otherwise agreed to in advance.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- Additional charges may apply if a Centre consultant must return to site for any reason outside of the technician's control. For example:
  - All equipment is not onsite
  - Location/area is not ready for install
  - Site contact is not available when consultant arrives, and consultant is turned away
- During the project the Centre consultant may collect inventory, and configuration data from the environment as a whole

Project Scope

Events and Tasks

This section contains the scope of the events and tasks associated with the completion of the project. These are organized into phases. Any dates are subject to change depending on schedules and progress.

Kickoff

Project Kickoff

- Review project goals
- Confirm technical goals & requirements

- Confirm customer access to systems
- Receive credentials and network information
- Schedule project start

Preparation

PowerVault Storage Preparation

- Collect or prepare storage network information
- Complete installation worksheet
- Verify VM Migration assumptions

Implementation

PowerVault Storage Installation

- Unpack array and ensure all components are present and functional
- Mount rails, controllers & shelves
- Connect SAS/ETH Cables from shelves to the controllers, if needed
- Connect customer-supplied Ethernet management cables to the Array controllers
- Connect customer-supplied iSCSI SAN connections to the array controllers
- Validate the appropriate level of code is on the array, if the array arrives onsite with a lower revision of code, or a version of code that has not been validated by the customer, load and configure the appropriate version of code
- Perform a complete health check and run configuration and hardware tests for all services to validate that the array has been installed correctly and is in a healthy state
- Configure iSCSI connections IP addresses, discovery, and connection
- Configure Tiered Storage Volumes
- Verify accessibility from vCenter

Switch Installation and Configuration

- Unpack switches and ensure components and functional
- Mount switches
- Configure switches for redundancy using two client-provided QSFP+ to QSFP+ cables
- Configure necessary ports on Storage and Front End Switches
- Configure switches for connectivity using client-provided SFP+ connection(s)
- Configure VLANs for iDRAC, host management, virtual server traffic, and iSCSI, as needed
- Configure ports for SAN storage and VMware hosts
- Set MTU 9k+ (port maximum) and add descriptions to the ports

Migration from Compellent to PowerVault Storage

- Migrate each VM data and disk from Compellent to PowerVault volume(s) (up to 50 TB)
- Validate that there is no remaining storage on Compellent cluster shared volumes
- Power down the Compellent and validate environment functionality

Compellent Storage Turndown

- Remove Compellent Datastore from vCenter
- Validate that there is no remaining online storage on Compellent storage
- Remove any volume mappings and volumes from Compellent storage

Support

Post Project Support

- Dedicated expert-level support to ensure that any post-project issues are resolved as quickly as possible.

Knowledge Transfer

Documentation & Knowledge Transfer

- Complete project documentation
- Knowledge transfer with client

Closeout

Project Closeout

- Confirm that customer has monitoring and backups in place for the new/upgraded solutions
- Review results with Customer
- Provide project documentation

Locations in Scope

This section contains a list of the physical locations where services are to be performed by Centre.

Main: 126 W. Main Street, Fredericksburg TX 78624

Out of Scope Services

This section contains a list of specific tasks or services that are outside the project scope or standard service offerings provided by Centre.

- Remediation of existing issues, not listed as a task, within the environment
- Configuration of any prerequisite tasks
- Implementation, configuration, or migration of additional features or services not listed as a task
- Physical relocation of equipment to DR site is out of scope

While Centre has done its best to list all excluded specific tasks, and services, the above list may not be all inclusive. Centre reserves the right to exclude any unlisted items. Any item selected from the above list will require a Change Order Request with billing on a time and materials basis. The Customer is responsible for inquiries regarding exclusions.

Prerequisites and Customer Responsibilities

General prerequisites for this project include:

- Dedication of appropriate Customer staff during the duration of the project
- Customer supplied systems meet necessary hardware or software requirements
- Centre is informed in advance of necessary clearances or security addendum requirements
- Provide staging area or room for technicians.
- Provide individual workspace with phone and network access that provides access to systems that are required to perform the assigned job functions
- Provide access to documentation or personnel who have knowledge of the environment
- Coordinate all physical access to facilities as necessary (security badges, parking, etc.)

- Have valid and appropriate product licenses and product support agreements
- Assign project sponsor as the single point of contact for issue resolution and activity scheduling
- Assume responsibility for all network connectivity, performance, and configuration issues
- Ensure adequate and effective backup and restore processes exist and are operational

Change Control

Changes to this SOW shall be initiated by providing a filled-out copy of the Change Request Form in Appendix A to the other party. Changes include but are not limited to requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, or any other aspect of the SOW. Both parties shall review any change requests and advise if the request(s) will be accepted in-whole or in-part and if so, the associated costs and project impacts, if any. Fully executed copies of approved changes shall be added as an amendment.

The Customer point of contact and the Centre project manager shall receive the request from the other party. The Customer point of contact or Centre representative shall respond in writing to either accept or reject the request within three (3) business days of receipt unless a shorter response is requested. Changes are not authorized unless both parties agree.

Scheduling

All work to be performed at Customer premises shall occur during normally scheduled working hours (8:00 a.m. to 6:00 p.m. local time, Monday through Friday), except holidays, unless otherwise agreed to in advance.

All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties

The work is subject to a mutually agreeable delivery schedule. Centre shall provide mutually agreeable timelines for Centre responsibilities and the Customer shall provide information used to develop the project. If the Customer causes mutually agreed upon deadlines to be missed, or fails to provide information which delays the project, then the Customer shall be responsible for additional expenses incurred related to the project task. Additional expenses and/or fees caused by delays by either party shall be treated as a change to the scope and costs quoted for this SOW and shall be handled as specified in the Change Control section of this SOW. Delays caused by fault of Centre alone shall under no circumstance cause additional expenses to be borne by the Customer.

The Customer understands that delays that are due to factors beyond Centre's reasonable control shall also not cause additional expenses and/or fees to be borne by either party, however, these types of delays may cause a temporary unavailability of resources due to schedule conflicts. These delays include, but are not limited to:

A. acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e. fire, flood, earthquake, tornado, etc.), strike or other labor disturbance, interruption of or delay in transportation, failure of third party software or inability to obtain raw materials, supplies or power used in equipment needed for provision of the SOW;

B. those resulting from Customer’s or third-party hardware, software, or services; and

C. actions or inactions of Customer or third parties, Customer’s employees, agents, contractors, vendors, or anyone gaining access to Customer’s network by means of Customer’s passwords or equipment.

Centre reserves the right to rotate resources assigned from time to time and shall provide reasonable notice to Customer prior to this transition. Centre shall have the departing resource and the incoming resource both on-site for a reasonable period to ensure a smooth transition of services.

Engagement reschedules made after the project kick off shall incur a 10% rescheduling fee.

Exceptions may be made to the normally scheduled hours to allow for activities that impact the Customer’s business, Customers and/or Customer’s landlords, and/or other affected tenants in buildings. Those exceptions must be represented here. In the absence of these exceptions, time and expenses shall be applied to all non-standard hours.

Cancellation Fees

For all cancellations made within 2 weeks before the scheduled engagement, Centre shall charge the Customer for any cancelled travel expenses (i.e., hotel and airfare). In addition to such travel expenses, Customer shall pay for service fees as follows:

A. Cancellation **between 5 and 3 days before** project start date: 1 full day of consultant time (minimum of $1,950)

B. Cancellation **between 3 and 1 days before** project start date: 3 full days of consultant time (minimum of $5,850)

C. Cancellation **1 day before** project start date: 4 full days of consultant time (minimum of $7,800)

The total fees charged will not exceed the total service fees listed in the Project Pricing section.

Completion Criteria

Centre shall have fulfilled its obligations under this Statement of Work when Centre completes the tasks listed under the Services Performed and Key Deliverables sections or the Customer terminates the project. Early termination may not relieve Customer of certain financial obligations.

Non-Solicitation

Customer agrees not to seek, offer, or solicit offers of employment from Centre employees, without the expressed written consent of Centre. The above limitation shall be effective for the Term of this Statement of Work and for a period of one (1) year following the termination of this Statement of Work or any extension hereto.

Project Deliverables

Centre Technologies has completed its responsibilities to this Statement of Work when the following deliverables are complete:

- Installation Documentation - Customer will receive an overview of the installation including what changed in the environment. Network information will be provided in the documentation.
- Task and Event Completion - The project is considered completed once the outlined tasks have been completed

Project Pricing

Fixed Fee Pricing

Description	Total
Professional Services	**$14,215.50**
TOTAL	$14,215.50

Project framework time estimate

From the project start date the estimated time to completion is: **9 business days**

Payment Schedule

The following payment schedule will be executed for the fees associated with this project.

Service Fees	Amount
Upon execution of Statement of Work	$7,107.75
Upon completion of Project	$7,107.75
TOTAL FEES TO CITY OF FREDERICKSBURG	$14,215.50

Terms and Conditions

The following Terms and Conditions apply to this project:

- Material costs are not included in this fee and may be billed separately if applicable/incurred during the project.
- Estimated Expenses are included in this fee. This amount may change based on actuals.
- Pricing is valid for (30) days Centre Technologies requires advanced notice for scheduling of resources.

Quotes and Ordering. PURCHASE ORDERS SUBMITTED TO CENTRE SHALL BE BINDING ON CUSTOMER UPON WRITTEN ACCEPTANCE BY CENTRE. QUOTATIONS PROVIDED BY CENTRE TO CUSTOMER SHALL BE BINDING ON CUSTOMER UPON CUSTOMER'S WRITTEN ACCEPTANCE RECEIVED BY CENTRE WITHIN THE TIME DESCRIBED IN THE QUOTATION. ANY FEES QUOTED MAY BE REVISED TO INCLUDE TAXES, HANDLING AND OTHER FEES. SUCH FEES ARE ESTIMATED UNTIL FINAL PROCESSING AND MAY VARY TO INCLUDE ANY PRICING ERRORS.

Invoices. CENTRE SHALL INVOICE CUSTOMER ALL FEES, INCLUDING STATE SALES TAXES AS PROVIDED IN THE APPLICABLE MSA. PROJECT CONSULTING SERVICES ARE INVOICED WHEN THE CUSTOMER HAS ACCEPTED THE WORK AND THE TICKET IS CLOSED. ALL FEES ARE DUE WITHIN THIRTY (30) DAYS FROM THE DATE OF CENTRE INVOICE. MONTHLY RECURRING BLOCK OF HOURS ARE INVOICED (30) DAYS IN ADVANCE. AN ACH DEBIT PAYMENT METHOD CAN BE SETUP FOR THE PAYMENT OF RECURRING MONTHLY INVOICES. CUSTOMER SHALL PAY ALL BANK CHARGES, TAXES, DUTIES, LEVIES AND OTHER COSTS AND COMMISSIONS ASSOCIATED WITH ANY BANK WIRE TRANSFER OR OTHER MEANS OF PAYMENT.

Warranties and Limitations. CENTRE WARRANTS THAT ITS SERVICES SHALL BE PERFORMED BY QUALIFIED PERSONNEL IN A MANNER CONSISTENT WITH GOOD PRACTICE IN THE INFORMATION TECHNOLOGY SERVICES INDUSTRY. IF CENTRE BREACHES THIS WARRANTY, IT SHALL SUPPLY SERVICES TO CORRECT OR REPLACE THE WORK AT NO CHARGE. THE REMEDY SET FORTH IN THIS SECTION IS CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. CENTRE MAKES NO OTHER WARRANTIES ON THE SERVICES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Interest. ANY OVERDUE AND UNPAID PORTION OF THE FEES SHALL BEAR INTEREST, AS SPECIFIED IN THE MSA. CENTRE MAY SUSPEND LICENSES AND PERFORMANCE OF ORDERS FOR WHICH CENTRE IS INSECURE OR WHICH PAYMENT IS OVERDUE UNTIL THE OVERDUE AMOUNTS ARE EITHER PAID IN FULL OR AN ALTERNATIVE ARRANGEMENT ACCEPTABLE TO CENTRE IS MADE. CUSTOMER SHALL REIMBURSE CENTRE FOR REASONABLE ATTORNEYS' FEES AND ANY OTHER COSTS ASSOCIATED WITH COLLECTING DELINQUENT PAYMENTS.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS STATEMENT OF WORK TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES WITH THE INTENT TO BE LEGALLY BOUND AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED.

Signature of Acceptance

Acceptance of Statement of Work	
Centre Technologies, Inc.	**City of Fredericksburg**
Signature	Signature
Printed Name	Printed Name
Title	Title
Effective Date	Effective Date

Appendix A: Change Request Form

General Information

Date	
Company Name	City of Fredericksburg
Project Name	Storage with Switches - City of Fredericksburg
Change Name	
Change Number	
Change Type	
Change Request Description	

Evaluation

Scope	
Additional Prerequisites	
Schedule Changes	
Change Cost Model	
Cost	

Approval

Acceptance of Statement of Work (Change Request) – Centre Technologies, Inc. and City of Fredericksburg	
For Centre Technologies, Inc.	For City of Fredericksburg
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
centretechnologies.com
(281) 506-2480

Centre TECHNOLOGIES

Agreements Overview

I. TERMS AND CONDITIONS

a. Centre Technologies' Product Terms and Conditions
https://centretechnologies.com/hubfs/Agreements/PTC-Centre_Technologies-v2.3-090121.pdf

b. Third Party Terms and Conditions
For Third-Party Manufacturers, additional terms and conditions may apply.

II. AGREEMENTS

a. Mutual Non-Disclosure Agreement (MNDA)
https://centretechnologies.com/hubfs/Agreements/MNDA-Centre_Technologies-v1.7-090221.pdf

b. Master Services Agreement (MSA)
https://centretechnologies.com/hubfs/Agreements/MSA-Centre_Technologies-v1.3-CT0412023.pdf

c. Acceptable Use Policy (AUP) for All Services
https://centretechnologies.com/hubfs/Agreements/AUP-Centre_Technologies-v1.2-083121.pdf

d. Service Level Objectives (SLO) for All Services
https://centretechnologies.com/hubfs/Agreements/SLO-Centre_Technologies-v1.4-CT041223.pdf

e. Microsoft Cloud Volume Licensing Agreement
https://centretechnologies.com/hubfs/Agreements/Microsoft_Cloud_Agreement-2019_oct.pdf

f. Microsoft SPLA End User License Terms
https://centretechnologies.com/hubfs/Agreements/MS_SPLA_End_User-Centre_Technologies-v1.2-081820.pdf

g. Service Attachment (SA) for Secure Managed Services
https://centretechnologies.com/hubfs/Agreements/SA-Secure_Managed_Services-Centre_Technologies-v1.9-092021.pdf

h. Service Attachment (SA) for Secure Managed Services Express
https://centretechnologies.com/hubfs/Agreements/SA-SMSE-Managed_Services_Express-Centre_Technologies-v1.0-01312023.pdf

i. Service Attachment (SA) for Cloud Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Services-Centre_Technologies-v1.3-03162022.pdf

j. Service Attachment (SA) for Endpoint Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Endpoint_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf

k. Service Attachment (SA) for Network Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Network_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf

l. Service Attachment (SA) for Cloud Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Detection_and_Response_Services-Centre_Technologies-v1.3-083121.pdf

CITY COUNCIL AGENDA MEMO

DEPARTMENT: Public Works and Utilities
TO: Mayor & City Council Members
FROM: Kris Kneese, Director of Public Works, Utilities, and Engineer
MEETING DATE: May 16, 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 (second reading, previous reading was held on April 4, 2023)

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 was published in the local newspaper on May 3, 2023.

FUNDING SOURCE: N/A

FINANCIAL IMPACT:
N/A

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

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning

ATTACHMENTS:

1. City of Fredericksburg Franchise Agreement (v3)

APPROVAL/REVIEW:

Kris Kneese, Director of Public Works, Utilities, and Engineer — Date: May 09, 2023

Garret Bonn, Assistant City Manager — Date: May 11, 2023

Krista Wareham, Director of Finance — Date: May 11, 2023

William McKamie, City Attorney — Date: May 11, 2023

Shelley Goodwin, City Secretary — Date: May 11, 2023

Clinton Bailey, City Manager — Date: May 11, 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~~ (~~25~~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.

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~~ (20~~5~~) 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 (~~10~~20) 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 (~~10~~20) 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 31st for the last six months of the prior calendar year, and on July 31st 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~~ (20~~5~~) 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 2~~9950 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 ________________, 2023~~2~~.

UNIVERSAL NATURAL GAS, LLC

By: ____________________________________

Name: ____________________________________

Title: ____________________________________

STATE OF ___________________§

COUNTY OF ________________ §

This instrument was acknowledged before me on the ____ day of __________, 2023~~2~~, 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

DEPARTMENT: Finance Department
TO: Mayor & City Council Members
FROM: Krista Wareham, Director of Finance
MEETING DATE: May 16, 2023

CATEGORY: ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

CAPTION: Fiscal Year 2023 Mid-Year Budget Amendments (Krista Wareham, Finance Director)
i. Presentation
ii. Adoption of Ordinance 2023-06 adopting and approving amendments to the City Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, and making amended appropriations for each affected department and account

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PRESENTATION:

SUMMARY:
The mid-year budget review is intended to measure budget performance by using the first six months of actual results, along with prior year trends, to project year end results. As part of the review, staff identified certain accounts that may have a material variance to the budgeted amounts.

BACKGROUND:
The mid-year budget review is intended to measure budget performance by using the first six months of actual results, along with prior year trends, to project year end results. As part of that review, staff identified certain accounts that have material variances to the budget amounts. The City Charter allows amending the City budget in the case of public necessity as determined and declared by the City Council. Amendments to the budget may be caused by changes in original projections, omissions, or unanticipated variables.

FUNDING SOURCE: See Exhibit A

FINANCIAL IMPACT:
See Exhibit A

STAFF RECOMMENDATION:
Staff recommends that Council approve the FY 2023 proposed budget amendments.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

1. FY2023 MId Year Budget Ordinance Mick
2. FY 2023 Proposed Budget Amendments

APPROVAL/REVIEW:

Krista Wareham

Date: May 05, 2023

Krista Wareham, Director of Finance

Date: May 05, 2023

William McKamie, City Attorney

Date: May 06, 2023

Shelley Goodwin, City Secretary

Date: May 11, 2023

Clinton Bailey, City Manager

ORDINANCE NO. 2023- 06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING AND APPROVING AMENDMENTS TO THE CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND MAKING AMENDED APPROPRIATIONS FOR EACH AFFECTED DEPARTMENT AND ACCOUNT.

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

Section 1. In accordance with Section 10.12 of the City Charter, the City Manager has prepared proposed budget amendments to the previously approved City of Fredericksburg, Texas ("City") budget for the fiscal year 2022-2023, said proposed budget amendments being set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. The City Council finds that the proposed budget amendments are a public necessity to ensure continued municipal government operations, and the budget amendments set forth in Exhibit "A" are hereby approved and adopted for municipal purposes. City resources and revenues are hereby appropriated for City departments and account expenditures as detailed in the budget amendments in Exhibit "A".

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 arc 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 and publication when required by law.

PASSED AND APPROVED on this the th day of , 2023.

Jeryl Hoover, Mayor
City of Fredericksburg, Texas

ATTEST:

____
Shelley Goodwin, TRMC/CMC
City Secretary

APPROVED AS TO FORM:

____
Mick McKamie
City Attorney

FY 2023 Proposed Budget Amendments - May 16, 2023 City Council Meeting					
G/L Account	**Description**	**2023 Budget**	**2023 Proposed (New)**	**Amendment**	**Notes**
General Fund Revenues					
01-00-4304-00	CountyContr-Fire/EMS Radio System	-	193,687.50	193,687.50	To record County's payment to the City for the Fire/EMS radios (installment 1).
	General Fund Revenues	**-**	**193,687.50**	**193,687.50**	
Administration Dept Expenditures					
				-	
01-20-3130-00	Legal expenses	40,000.00	120,000.00	80,000.00	Increase due to change in City Attorney expense (legal vs salaries-admin).
01-20-5160-00	Land Purchase - 103 Travis Street	-	845,234.00	845,234.00	Purchase of Turner Hall property.
	Administration Dept Expenditures	**40,000.00**	**965,234.00**	**925,234.00**	
Police Dept Expenditures					
01-22-5230-00	Police Department Equipment	-	40,000.00	40,000.00	Body Cams, & In Car System ($19k), Ballistic Shields ($9k), and mobile radios ($12k). *Items budgeted in maintenance/operations, but classify as an asset account (Over $5k, useful life >1 year).
	Police Dept Expenditures	**-**	**40,000.00**	**40,000.00**	
Fire Dept Expenditures					
01-23-5230-00	Communications Equipment	-	424,875.00	424,875.00	American Rescue Plan Act funding for Fire/EMS radios. Remaining cost for City's portion is set up under 5-year lease/purchase. This was previously in 01-20-4056-00 (unallocated funding). During the budget process, we removed the $425k from the unallocated account and reduced the principal/debt by the same amount. This adjustment will put the amount back into the budget to offset with the upcoming payment to LCRA.
01-23-5310-00	Fire Department Capital Equipment	-	12,000.00	12,000.00	Reclassification of a budgeted maintenance items (over $5k, useful life >1 year). Inflatable safety house, and heat pump system for central storage room.
01-23-NEW	CountyContr-Fire/EMS Radio System	-	193,687.50	193,687.50	To record County's payment to LCRA of Fire/EMS radios.
	Fire Dept Expenditures	**-**	**630,562.50**	**630,562.50**	
Municipal Court Expenditures					
01-29-4035-00	Municipal Court Remodel	200,000.00	355,750.00	155,750.00	City Council approved contract for remodel 3/21/2023. $125k of the $156k increase will be paid with restricted funds available (technology, security). $31k will be paid out of General Fund-Fund balance.
	Municipal Court Expenditures	**200,000.00**	**355,750.00**	**155,750.00**	
	General Fund Revenue Total	**-**	**193,687.50**	**193,687.50**	
	General Fund Expenditure Total	**240,000.00**	**1,991,546.50**	**1,751,546.50**	
	General Fund Net Amount	**(240,000.00)**	**(1,797,859.00)**	**(1,557,859.00)**	

G/L Account	Description	2023 Budget	2023 Proposed (New)	Amendment	Notes
Electric Fund Revenues					
	Electric Fund Revenues	-	-	-	
Electric Fund Expenditures					
02-21-NEW	FY 2023 Bucket Truck -increase in purchase price	-	160,000.00	160,000.00	Electric bucket truck set up as lease/purchase in November, 2023. The lead time on this bucket truck is 20-22 months. The new cost of this bucket truck is $360,000 versus the $200,000 that was financed.
02-21-5240-00	Meters	-	30,000.00	30,000.00	Need for additional meter replacements due to growth.
02-21-5250-00	Transformers	30,000.00	105,000.00	75,000.00	Need for additional transformers (extended delivery time).
02-21-5260-00	Other Capital Items	-	15,700.00	15,700.00	Electric vehicle charging stations, modem, keypad, EV charging station (donation in FY 2022-FBG Shines). City portion $5.7k.
02-21-5382-00	Replace Substation Breakers	20,000.00	31,000.00	11,000.00	To purchase 1 additional relay for SCADA.
					The electric department is recommending covering this additional expense with the savings in line item 02-21-5401 Substation Land Purchase ($300,000-will not be purchasing).
	Electric Fund Expenditures	**50,000.00**	**341,700.00**	**291,700.00**	
	Electric Fund Revenue Total	**-**	**-**	**-**	
	Electric Fund Expenditure Total	**50,000.00**	**341,700.00**	**291,700.00**	
	Electric Fund Net Amount	**(50,000.00)**	**(341,700.00)**	**(291,700.00)**	
Water Fund Revenues					
	Water Fund Revenues	-	-	-	
Water Fund Expenditures					
03-21-NEW	Asphalt Patch Truck	-	28,500.00	28,500.00	Asphalt truck was financed (lease/purchase). Actual price came in higher than anticipated. City Council approved April 4, 2023.
03-21-NEW	Clarifier/WRF Repair	-	49,700.00	49,700.00	Cost for emergency repair.
03-21-5250-00	Other Capital Items	-	52,500.00	52,500.00	Diesel storage tank for generator ($23k), Liftstation repairs for Green Meadows and Fairgrounds ($30k).
03-21-5308-00	Lift Station Pumps	-	7,500.00	7,500.00	Reclassification of a budgeted maintenance item (over $5k). Savings in maintenance/operations.
03-21-5309-00	Water Reclamation Facility Pump	-	6,500.00	6,500.00	Reclassification of a budgeted maintenance item (over $5k). Savings in maintenance/operations.
03-21-5449-00	Generator Installation Expense	45,000.00	120,000.00	75,000.00	Contractor expense versus in house electrician (American Rescue Plan Act-generators).
	Water Fund Expenditures	**45,000.00**	**264,700.00**	**219,700.00**	
	Water Fund Revenue Total	**-**	**-**	**-**	
	Water Fund Expenditure Total	**45,000.00**	**264,700.00**	**219,700.00**	
	Water Fund Net Amount	**(45,000.00)**	**(264,700.00)**	**(219,700.00)**	
Sanitation Revenues					
	Sanitation Revenues	-	-	-	
Sanitation Fund Expenditures					
05-21-4440-00	Tractor-heavy equipment maintenance	60,000.00	90,000.00	30,000.00	Emergency repairs to scraper and track loader (rising equipment maintenance costs).
	Sanitation Fund Expenditures	**60,000.00**	**90,000.00**	**30,000.00**	
	Sanitation Fund Revenue Total	**-**	**-**	**-**	
	Sanitation Fund Expenditure Total	**60,000.00**	**90,000.00**	**30,000.00**	
	Sanitation Fund Net Amount	**(60,000.00)**	**(90,000.00)**	**(30,000.00)**	
EMS Fund Revenues					
06-00-4104-00	CountyContr-Fire/EMS Radio System	-	193,687.50	193,687.50	To record County's payment to the City for the Fire/EMS radios (installment 1).
	EMS Fund Revenues	**-**	**193,687.50**	**193,687.50**	
EMS Fund Expenditures					
06-21-NEW	CountyContr-Fire/EMS Radio System	-	193,687.50	193,687.50	To record County's payment to LCRA of Fire/EMS radios.
06-21-3140-00	Contract Professional Services	14,000.00	134,000.00	120,000.00	Emergicon (medical billing fees) were not included in the adopted budget.
06-21-3200-00	Uncollectible Accounts	395,000.00	570,000.00	175,000.00	Uncollectible accounts up year over year.
06-21-6616-00	Principal-Fire/EMS 700 Radios	112,463.00	166,863.00	54,400.00	Additional principal in first year payment on EMS 5-yr lease purchase (radios).
	EMS Fund Expenditures	**521,463.00**	**1,064,550.50**	**543,087.50**	
	EMS Fund Revenue Total	**-**	**193,687.50**	**193,687.50**	
	EMS Fund Expenditure Total	**521,463.00**	**1,064,550.50**	**543,087.50**	
	EMS Fund Net Amount	**(521,463.00)**	**(870,863.00)**	**(349,400.00)**	

G/L Account	Description	2023 Budget	2023 Proposed (New)	Amendment	Notes
Tourism Fund Revenues					
07-00-4116-00	MarktPlatz Improvements-Pledges/Donations	-	1,000,000.00	1,000,000.00	Budget for donation from the Community Foundation.
	Tourism Fund Revenues	**-**	**1,000,000.00**	**1,000,000.00**	
Tourism Expenditures					
07-21-NEW	Parade Traffic Control	-	65,000.00	65,000.00	Kimley-Horn design services $40k, Rental of Traffic Control Equipment (barricades) $25k.
07-21-5701-00	MarktPlatz Improvements	681,871.00	1,681,871.00	1,000,000.00	Additional $1M in improvements to be paid for through the Community Foundation.
	Tourism Expenditures	**681,871.00**	**1,746,871.00**	**1,065,000.00**	
	Tourism Fund Revenue Total	**-**	**1,000,000.00**	**1,000,000.00**	
	Tourism Fund Expenditure Total	**681,871.00**	**1,746,871.00**	**1,065,000.00**	
	Tourism Fund Net Amount	**(681,871.00)**	**(746,871.00)**	**(65,000.00)**	
Stormwater Vegetation Management Revenues					
	Stormwater Vegetation Management Revenues	**-**	**-**	**-**	
Stormwater Vegetation Management Expenditures					
10-21-3213-00	Bank Fees	-	6,000.00	6,000.00	Change in process to allocate credit card fees.
	Stormwater Vegetation Management Expenditures	**-**	**6,000.00**	**6,000.00**	
	Stormwater Vegetation Mgmt Fund Revenue Total	**-**	**-**	**-**	
	Stormwater Vegetation Mgmt Expenditure Total	**-**	**6,000.00**	**6,000.00**	
	Stormwater Vegetation Mgmt Fund Net Amount	**-**	**(6,000.00)**	**(6,000.00)**	
	Total Revenues	**-**	**1,387,375.00**	**1,387,375.00**	
	Total Expenditures	**1,598,334.00**	**5,505,368.00**	**3,907,034.00**	
	Total Net Amount	**(1,598,334.00)**	**(4,117,993.00)**	**(2,519,659.00)**	

CITY COUNCIL AGENDA MEMO

DEPARTMENT: Fire/EMS
TO: Mayor & City Council Members
FROM: Lynn Bizzell, Fire Chief
MEETING DATE: May 16, 2023

CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Consideration and Possible Action Regarding an Amendment to the Lower Colorado River Authority (LCRA) Contract for Emergency Radios (Lynn Bizzell, Fire Chief)

PRESENTATION:

SUMMARY:
Due to the unexpected tower coverage from the tower that was placed in Kerr County (Smokey Mountain), the tower that was proposed to be placed in the area of Tierra Linda is no longer required. A new tower site has been proposed and will help with the overall radio coverage throughout Gillespie County. The area that is in need of better coverage is the Harper area. The school in Harper has little to no radio coverage once you enter the buildings. This new tower site will provide better coverage for the Harper area and school.

BACKGROUND:
This amendment is needed due to the relocation of the tower site from Tierra Linda to a tower on Barker Rogers Road. This will also require a tower rental site increase of $850.00 per month. The reason for this relocation is the fact that the City of Kerrville has a tower that went online before the tower site at Tierra Linda was ready to go “live”. With the tower in Kerrville going “live”, the tower provided coverage for the Tierra Linda area.

Now that there is radio coverage in the Tierra Linda area, the tower site needed to be moved to better serve the Harper area. The new tower site that is proposed is off of Barker Rogers Road. This tower site is proposed to provide the Harper area and school with better radio coverage.

The original monthly rental for the Tierra Linda tower site, which is owned by Five Star Wireless was $1,350.00 per month or $16,200.00 per year. The new proposed tower site, which is owned by SBA, has a monthly rental rate of $2,200.00 per month or $26,400.00 per year. The new tower site also requires a backup router at a cost of $40.00 per month or $480.00 per year. If approved, moving the tower site will result in an annual increase of $10,680.00. The cost has been shared with Gillespie County throughout this purchase.

<u>FUNDING SOURCE:</u> Emergency Services

<u>FINANCIAL IMPACT:</u>
$26,880.00 (to be split with Gillespie County)

<u>STAFF RECOMMENDATION:</u>
Staff recommends approval of the amendment between the City of Fredericksburg and Lower Colorado River Authority.

<u>COMMUNITY VISIONING/STRATEGIC INITIATIVES:</u>
Government Vision
Quality of Life Vision

<u>ATTACHMENTS:</u>
1. Executed CountyWide Radio System Fire Radio Tower Upgrades
2. Proposed First Amendment to the Contract

APPROVAL/REVIEW:

______________________________ Date: May 09, 2023
Lynn Bizzell, Fire Chief

______________________________ Date: May 10, 2023
Krista Wareham, Director of Finance

______________________________ Date: May 11, 2023
William McKamie, City Attorney

______________________________ Date: May 11, 2023
Shelley Goodwin, City Secretary

______________________________ Date: May 11, 2023
Clinton Bailey, City Manager

October 18, 2022

Marilyn Bessire
LCRA
Via email: marily.bessire@LCRA.org

Ms. Bessire,

The City Council of the City of Fredericksburg approved the County Wide Radio System Purchase Agreement on October 18, 2022. Please find the two original Agreements, please sign both Agreements. Please return one agreement to me at the address below and keep the other original Agreement for your records .

Sincerely,

Shelley Goodwin, TRMC/CMC
City Secretary

Enclosures

The City of Fredericksburg
126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861

CITY COUNCIL MEMO

DATE: October 18, 2022

TO: Mayor and City Council

FROM: Lynn Bizzell, Fire Chief

SUBJECT: County Wide Radio System Purchase Agreement .

Summary:

The approved fiscal year 2022-2023 budget included the purchase of a County wide radio system for the Fire EMS Departments. The attached agreement between the City of Fredericksburg and Lower Colorado River Authority (LCRA) totals $3,099,000. This cost is split between the City of Fredericksburg and Gillespie County. The City of Fredericksburg will fund $1,549,500 and Gillespie County will fund $1,549,500.

Recommendation:

Staff recommends approval of the agreement between the City of Fredericksburg and Lower Colorado River Authority.

Background / Analysis:

The past several years the Gillespie County Fire Chiefs have worked to upgrade our aging County wide Fire EMS radio system. During our recent budget cycle, the City Council and County Commissioners approved funding for the radio project. The system will provide improved communications between Fire EMS Departments, improve our safety while responding to, on the scene and returning from emergency calls.

Attachments:

- Radio Services And Equipment Binding Proposal

Department Approval

City Manager Approval

City Attorney Approval

RADIO SERVICES AND EQUIPMENT
BINDING PROPOSAL

October 05, 2022

Mr. Reagan Rabke
Fire Marshall
City of Fredericksburg
101 West Main Street
Fredericksburg, TX 78624

RE: City of Fredericksburg/Gillespie County Fire Consortium – New Tower & Radio Equipment

OVERVIEW

The Lower Colorado River Authority ("LCRA") is pleased to submit this binding proposal for new radio tower infrastructure and radio equipment described below to improve radio communication in the city and county. This Proposal and the information set forth herein shall be subject to the terms and conditions of the Additional Interlocal Participant Agreement between City of Fredericksburg and LCRA (the "Interlocal Agreement") dated May 12, 1999, and the Terms and Conditions attached hereto as Attachment B.

PROJECT SCOPE

This Proposal shall include:

- One 6 Channel P25, Phase II Site in the Tierra Linda area, including communications site foundation, grounding, shelter, and backup generator
- Microwave/Transport Router
- Expansion channel/combiner for Doss, Fowler Hill, Fredericksburg, and Luckenbach sites
- 3 Conventional Interfaces
- Engineering labor
- Dispatch Update of Zetron Console
- 186 Motorola APX8000 700/800 VHF Portable Radios
- 74 Motorola APX4500 700/800 Mobile Radios
- Development of Talk Groups; Radio Programming
- Mobile Radio Installations at 221 Friendship Lane, Fredericksburg, Texas

- Monthly electricity service and backhaul from the Tierra Linda site

PRICING

The pricing included in the tables attached hereto as Attachments A1 and A2 include the binding pricing proposal for the equipment and installations outlined for this Project. The pricing indicated in Attachments A1 and A2 is valid through October 19th, 2022.

ACCEPTANCE

If you would like for us to proceed with this work, please have an authorized representative sign below and return to Marilyn Bessire (Marilyn.Bessire@LCRA.org.) If you should have any questions, please don't hesitate to contact me at (512) 626-3756.

DISCLAIMER

This Proposal is not intended and shall not be construed as a public offering of communications services. Nothing in this Proposal shall be interpreted to characterize LCRA as a common carrier of communications services.

[*signature page follows*]

LCRA
ENERGY • WATER • COMMUNITY SERVICES

ACCEPTED AND AGREED TO BY:

City of Fredericksburg

By: ______________________________

Name (Printed): Clinton Bailey, P.E.

Title: City Manager

Date: October 18, 2022

Lower Colorado River Authority

LCRA RG LEGAL

By: ______________________________

Name (Printed): Ken Price

Title: Executive Vice President, Generation & Telecom

Date: Oct 20, 2022

ENERGY • WATER • COMMUNITY SERVICES

Attachment A1 – Radio Infrastructure

Infrastructure For County Wide Communications Improvement	Cost
One 6 Channel P25, Phase II Site, Tierra Linda	$ 594,000.
Microwave / Transport Router	$ 122,000.
Tower Upgrades, Structural Analyses	$ 155,000.
3 Conventional Interfaces	$ 19,000.
Engineering and Labor	$ 97,000.
Outside Services	$ 59,000.
Dispatch Upgrades to Zetron Console	$ 21,000.
Total Price*:	**$1,067,000.**

**The pricing indicated in this Attachment A1 is valid until October 19th, 2022.*

NOTE: Pricing does NOT include the monthly lease payments to the tower owner, Texas RSA 15B2 Limited Partnership, dba West Central Wireless. The lease is currently estimated at $1350 per month, with an annual 3% price increase. LCRA will pass the tower lease costs on to Gillespie County with zero markup each month. The West Central Wireless tower is located at 13309 S. Ranch Road 783 in Gillespie County.

Tower upgrades include expansion of regional radio capacity at the Fredericksburg, Luckenbach, Doss, and Fowler Hill sites. All radios sites include installation, maintenance, resilient shelters, grounding, uninterruptible power supplies, propane generators, and ongoing propane refueling services. All shipping and handling is included.

LCRA support is available 24x7x365.

Attachment A2 – Radio Equipment

Motorola APX8000 700/800/VHF Portables & APX4500 700/800 Mobiles with Installation	Cost
186 Motorola APX8000 Portable Radios 700/800/VHF bands with Phase 2 TDMA, P25 Link Layer Authentication, P25 9600 Baud Trunking, SmartZone Operation, Astro Digital CAI Operation, ADP, Single Unit Charger, Battery, Antenna, Holder and APX Wireless RSM W/ DUC US/NA/JP/TW microphones. 5-year warranty included. Includes talk group development, initial programming of 186 radios, shipping, and handling.	$1,593,000.
74 Motorola APX4500 Enhanced Mobile Radios, 700/800 band with 9600 Baud trunking single system, Advanced System Key-Hardware Key, APX 02 Control Head (Grey), Remote Mount, Keypad Mic GCAI, Speaker 15W Water Resistant, Antenna 3DB Low-Profile 762-870, TDMA Operation, Multi-key Encryption Operation, AES Encryption, 60 Coax Cables, 60 Mini UHF Connectors. 5-year warranty included. Includes talk group development, initial programming of 74 radios, shipping, and handling.	$403,000.
74 Mobile Radio Onsite Installations with faceplates included.	36,000.00
Total Price*:	**$2,032,000.**

**The pricing indicated in this Attachment A2 is valid until October 19th, 2022.*

LCRA Radio Airtime fees: $20 per radio per month. Radio fees will be invoiced to the agency which radios are assigned.

Payment Terms

City of Fredericksburg will be invoiced on the following terms for this Project:

- 25% upon execution of this Proposal
- 50% upon receipt of materials (shelter, microwave, generator, antenna, and radios) at LCRA
- 15% upon installation and testing
- 10% upon Acceptance. Acceptance shall mean thirty calendar days of system operation without any major interruption in radio service after installation of the radio system infrastructure described in Attachment A1

ATTACHMENT B

TERMS AND CONDITIONS

This Proposal is subject to the following terms and conditions:

1. LCRA shall perform construction and/or installation services as described in the Proposal.

2. LCRA will perform the work for a firm, fixed fee amount. All monetary payments under this Proposal shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.

3. Changes in the Proposal may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property, and such order shall be followed up with a written confirmation as soon as practicable.

4. The term of this Proposal shall be the duration of the work. The Proposal may be terminated at any time by either party upon written notice to the other party. When the Proposal is terminated by either party, the Customer shall pay for services rendered under this Proposal up to the date of termination.

5. There are no third-party beneficiaries to this Proposal and the provisions of this Proposal shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.

6. Limited Warranty.

   (a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.

   (b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.

   (c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.

7. THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RECOURSE UNDER THIS PROPOSAL SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON

LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILTY OR OTHERWISE. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.

8. This Proposal and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Proposal shall be relied upon by the parties unless incorporated into this Proposal. This Proposal may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.

ENERGY • WATER • COMMUNITY SERVICES

RADIO SERVICES AND EQUIPMENT
BINDING PROPOSAL

October 05, 2022

Mr. Reagan Rabke
Fire Marshall
City of Fredericksburg
101 West Main Street
Fredericksburg, TX 78624

RE: City of Fredericksburg/Gillespie County Fire Consortium – New Tower & Radio Equipment

OVERVIEW

The Lower Colorado River Authority ("LCRA") is pleased to submit this binding proposal for new radio tower infrastructure and radio equipment described below to improve radio communication in the city and county. This Proposal and the information set forth herein shall be subject to the terms and conditions of the Additional Interlocal Participant Agreement between City of Fredericksburg and LCRA (the "Interlocal Agreement") dated May 12, 1999, and the Terms and Conditions attached hereto as Attachment B.

PROJECT SCOPE

This Proposal shall include:

- One 6 Channel P25, Phase II Site in the Tierra Linda area, including communications site foundation, grounding, shelter, and backup generator
- Microwave/Transport Router
- Expansion channel/combiner for Doss, Fowler Hill, Fredericksburg, and Luckenbach sites
- 3 Conventional Interfaces
- Engineering labor
- Dispatch Update of Zetron Console
- 186 Motorola APX8000 700/800 VHF Portable Radios
- 74 Motorola APX4500 700/800 Mobile Radios
- Development of Talk Groups; Radio Programming
- Mobile Radio Installations at 221 Friendship Lane, Fredericksburg, Texas

- Monthly electricity service and backhaul from the Tierra Linda site

PRICING

The pricing included in the tables attached hereto as Attachments A1 and A2 include the binding pricing proposal for the equipment and installations outlined for this Project. The pricing indicated in Attachments A1 and A2 is valid through October 19th, 2022.

ACCEPTANCE

If you would like for us to proceed with this work, please have an authorized representative sign below and return to Marilyn Bessire (Marilyn.Bessire@LCRA.org.) If you should have any questions, please don't hesitate to contact me at (512) 626-3756.

DISCLAIMER

This Proposal is not intended and shall not be construed as a public offering of communications services. Nothing in this Proposal shall be interpreted to characterize LCRA as a common carrier of communications services.

[*signature page follows*]

ACCEPTED AND AGREED TO BY:

City of Fredericksburg

By: ______________________________

Name (Printed): Clinton Bailey, P.E.

Title: City Manager

Date: October 18, 2022

LCRA RG LEGAL

Lower Colorado River Authority

By: ______________________________

Name (Printed): Ken Price

Title: Executive Vice President, Generation & Telecom

Date: Oct 20, 2022

LCRA
ENERGY • WATER • COMMUNITY SERVICES

Attachment A1 – Radio Infrastructure

Infrastructure For County Wide Communications Improvement	Cost
One 6 Channel P25, Phase II Site, Tierra Linda	$ 594,000.
Microwave / Transport Router	$ 122,000.
Tower Upgrades, Structural Analyses	$ 155,000.
3 Conventional Interfaces	$ 19,000.
Engineering and Labor	$ 97,000.
Outside Services	$ 59,000.
Dispatch Upgrades to Zetron Console	$ 21,000.
Total Price*:	**$1,067,000.**

**The pricing indicated in this Attachment A1 is valid until October 19th, 2022.*

NOTE: Pricing does NOT include the monthly lease payments to the tower owner, Texas RSA 15B2 Limited Partnership, dba West Central Wireless. The lease is currently estimated at $1350 per month, with an annual 3% price increase. LCRA will pass the tower lease costs on to Gillespie County with zero markup each month. The West Central Wireless tower is located at 13309 S. Ranch Road 783 in Gillespie County.

Tower upgrades include expansion of regional radio capacity at the Fredericksburg, Luckenbach, Doss, and Fowler Hill sites. All radios sites include installation, maintenance, resilient shelters, grounding, uninterruptible power supplies, propane generators, and ongoing propane refueling services. All shipping and handling is included.

LCRA support is available 24x7x365.

LCRA
ENERGY • WATER • COMMUNITY SERVICES

Attachment A2 – Radio Equipment

Motorola APX8000 700/800/VHF Portables & APX4500 700/800 Mobiles with Installation	Cost
186 Motorola APX8000 Portable Radios 700/800/VHF bands with Phase 2 TDMA, P25 Link Layer Authentication, P25 9600 Baud Trunking, SmartZone Operation, Astro Digital CAI Operation, ADP, Single Unit Charger, Battery, Antenna, Holder and APX Wireless RSM W/ DUC US/NA/JP/TW microphones. 5-year warranty included. Includes talk group development, initial programming of 186 radios, shipping, and handling.	$1,593,000.
74 Motorola APX4500 Enhanced Mobile Radios, 700/800 band with 9600 Baud trunking single system, Advanced System Key-Hardware Key, APX 02 Control Head (Grey), Remote Mount, Keypad Mic GCAI, Speaker 15W Water Resistant, Antenna 3DB Low-Profile 762-870, TDMA Operation, Multi-key Encryption Operation, AES Encryption, 60 Coax Cables, 60 Mini UHF Connectors. 5-year warranty included. Includes talk group development, initial programming of 74 radios, shipping, and handling.	$403,000.
74 Mobile Radio Onsite Installations with faceplates included.	36,000.00
Total Price*:	**$2,032,000.**

**The pricing indicated in this Attachment A2 is valid until October 19th, 2022.*

LCRA Radio Airtime fees: $20 per radio per month. Radio fees will be invoiced to the agency which radios are assigned.

Payment Terms

City of Fredericksburg will be invoiced on the following terms for this Project:

- 25% upon execution of this Proposal
- 50% upon receipt of materials (shelter, microwave, generator, antenna, and radios) at LCRA
- 15% upon installation and testing
- 10% upon Acceptance. Acceptance shall mean thirty calendar days of system operation without any major interruption in radio service after installation of the radio system infrastructure described in Attachment A1

ATTACHMENT B

TERMS AND CONDITIONS

This Proposal is subject to the following terms and conditions:

1. LCRA shall perform construction and/or installation services as described in the Proposal.

2. LCRA will perform the work for a firm, fixed fee amount. All monetary payments under this Proposal shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.

3. Changes in the Proposal may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property, and such order shall be followed up with a written confirmation as soon as practicable.

4. The term of this Proposal shall be the duration of the work. The Proposal may be terminated at any time by either party upon written notice to the other party. When the Proposal is terminated by either party, the Customer shall pay for services rendered under this Proposal up to the date of termination.

5. There are no third-party beneficiaries to this Proposal and the provisions of this Proposal shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.

6. Limited Warranty.

(a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.

(b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.

(c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.

7. THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RECOURSE UNDER THIS PROPOSAL SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON

LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILTY OR OTHERWISE. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.

8. This Proposal and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Proposal shall be relied upon by the parties unless incorporated into this Proposal. This Proposal may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.

FIRST AMENDMENT TO THE
RADIO SERVICES AND EQUIPMENT BINDING PROPOSAL

This First Amendment to the Radio Services and Equipment Binding Proposal ("First Amendment") between the Lower Colorado River Authority ("LCRA") and the City of Fredericksburg ("Fredericksburg"), is made and entered into this 1st day of April, 2023, between Fredericksburg and LCRA, collectively referred to hereinafter as the "Parties".

WHEREAS, LCRA and Fredericksburg entered into that certain Radio Services and Equipment Binding Proposal executed October 20, 2022 (the "Agreement");

WHEREAS, the Parties wish to amend all references in the Agreement to the Tierra Linda tower site to the SBA tower site TX13533-A-03 on Barker Rogers Road southwest of Harper ("Harper SBA tower");

WHEREAS, the estimated lease cost will be $2,200 a month for the Harper SBA tower plus a 3 percent increase per year; and

WHEREAS, the estimated cost for the backup cellular router will be $40 per month.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. All references in the Agreement to the Tierra Linda tower shall be amended to refer to the Harper SBA tower.

2. The first paragraph in "Attachment A1 - Radio Infrastructure" is deleted in its entirety and replaced with:

   NOTE: Pricing does NOT include the monthly lease payments to the tower owner, SBA Infrastructure, LLC ("SBA"). The lease is currently estimated at $2,200 per month, with an annual 3% price increase. LCRA will pass the tower lease costs on to the City of Fredericksburg with zero markup each month. The Harper SBA Tower is located in Gillespie County at 1303 Barker Rogers Road, Harper, Texas, 78631.

3. The following will be added to Payment Terms in "Attachment A2 - Radio Equipment":
   - $40.00 a month for a backup cellular router

4. Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

[the remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

LOWER COLORADO RIVER AUTHORITY

By: __________________________

Name: __________________________

Title: __________________________

CITY OF FREDERICKSBURG

By: __________________________

Name: __________________________

Title: __________________________

CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Andrea Schmidt, Parks and Recreation Director
MEETING DATE: May 16, 2023
CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Take action on the extension of the Convention and Visitor's Center lease (Andrea Schmidt, Director of Parks and Recreation)

PRESENTATION:

SUMMARY:
The current lease agreement with the Convention and Visitor's Bureau (CVB) has expired. A new lease agreement has been prepared to begin on October 1, 2023, and terminate on December 31, 2043. An annual rent payment of $1,200 will be due each year to the City by January 10th. In the event the leased premises is to be utilized by the City for a governmental function, this lease may be terminated after providing the CVB with a one-year notice of termination.

BACKGROUND:
A lease agreement was signed with the Fredericksburg Chamber of Commerce in June of 2003, for the building located at 302 E Austin Street. This building is owned by the City of Fredericksburg. The Convention and Visitors Bureau (CVB) occupied part of this building with the Chamber of Commerce at that time. When the Chamber of Commerce moved to their new location in 2014, the lease was terminated but a new lease with the CVB was not created. This was discovered in 2022 and staff have been working with the CVB on a new lease agreement over the last several months. During this gap, the terms of the 2014 lease have been followed.

The new lease will begin October 1, 2023, with an expiration date of December 31, 2043.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:
Approve the new lease agreement with the Fredericksburg Convention and Visitors Bureau with an effective date of October 1, 2023.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning

Government Vision

ATTACHMENTS:

1. Lease Agreement CVB October_1_2023 final
2. Chamber of Commerce lease agreement
3. Chamber of Commerce lease termination

APPROVAL/REVIEW:

Andrea Schmidt, Parks and Recreation Director — Date: May 08, 2023

Garret Bonn, Assistant City Manager — Date: May 08, 2023

Krista Wareham, Director of Finance — Date: May 10, 2023

William McKamie, City Attorney — Date: May 11, 2023

Shelley Goodwin, City Secretary — Date: May 11, 2023

Clinton Bailey, City Manager — Date: May 11, 2023

LEASE AGREEMENT
for the
FREDERICKSBURG CONVENTION AND VISITOR BUREAU BUILDING

This Lease Agreement ("Lease") is made and entered into this first day of October, 2023, by and between the City of Fredericksburg, Texas ("Lessor"), and the Fredericksburg Convention and Visitor Bureau, Inc. ("Lessee"), a Texas non-profit corporation. Lessor and Lessee may be referred to individually as a "Party" or collectively as the "Parties."

ARTICLE 1. DEMISE, DESCRIPTION, USE AND TERM

1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property situated in the City of Fredericksburg, Gillespie County, Texas, located at 302 East Austin Street (the "Leased Premises"), commonly known as the Visitor's Center building and parking lot, consisting of approximately 8,587 square feet of office building space, and approximately 68,250 square feet of parking lot space, but excluding the single building with a street address of 308 East Austin Street located upon the same tract as the Leased Premises.

1.02 The Leased Premises are to be used by Lessee as a Visitor's Center and visitor parking lot; to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of Fredericksburg; to enhance and promote tourism, and the convention and hotel industry within the City; and for office space, meeting space, and employee parking related to the operation of the Visitor's Center. Lessee may not sublease space upon the Leased Premises without the prior written consent of Lessor, and then only for the uses set forth in this Lease, and for no other uses.

1.03 The term of this Lease commences on October 1, 2023, and ends on December 31, 2043, unless sooner terminated, as hereinafter provided.

ARTICLE 2. RENT

2.01. Lessee agrees to and shall pay to Lessor, at 126 W. Main Street, Fredericksburg, Gillespie County, Texas, or at such other place as the Lessor shall designate from time to time in writing, as rent for the Leased Premises, an annual rent payment of ONE THOUSAND TWO HUNDRED AND NO/100 ($1,200.00) DOLLARS, due on or before January 10th of each calendar year ("Rent").

2.02 In the event the annual taxes or general and special assessments for property exceed SEVEN HUNDRED AND NO/100 ($700) DOLLARS, annual Rent shall be adjusted to cover to cost of such taxes and assessments.

2.03 Lessee agrees that Lessee shall pay to Lessor a late charge of five (5.0%) percent of the past due amount for each installment of rent which is not actually received by Lessor within five (5) calendar days of the due date.

ARTICLE 3. HOLDOVER

3.01. If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this lease or any extension of that term, Lessee will be deemed to be occupying the premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this lease.

ARTICLE 4. TAXES AND ASSESSMENTS

4.01. Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description, if any, which during the term of this Lease may be levied on or assessed against the portion of the Leased Premises as part of Lessee's Rent, as stipulated in Article 2. Lessee shall pay and discharge all taxes, fees, assessments, and other charges for its personal property and all improvements and other property thereon.

ARTICLE 5.
INSURANCE

5.01. Lessor shall provide no insurance that benefits Lessee, including general public liability insurance, tort coverage, or insurance against theft or destruction of Lessee's contents, fixtures or works. **LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY OF LESSEE'S GUESTS, INVITEES, MEMBERS, EMPLOYEES, OR THE LIKE FOR ANY OF SUCH LOSSES, INCLUDING THOSE THAT RESULT FROM LESSOR'S NEGLIGENCE, EVEN ORDINARY NEGLIGENCE.** Lessee shall, at its sole cost and expense, keep and maintain insurance on the improvements located upon or hereafter constructed upon the Leased Premises, insuring against loss or damage by fire and any other risk, in amounts sufficient to provide coverage for the full insurable value of the improvements; "full insurable value" shall mean actual replacement value (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level). Lessee shall, at its sole cost and expense, keep and maintain in force commercial general liability insurance, with a combined single limit of not less than ONE MILLION DOLLARS AND NO/100 ($1,000,000.00), such limit to be increased if requested by Lessor (but no more frequently than once every three (3) years) by an amount which may be commercially reasonable at the time, taking into account the height and type of the improvements, their construction, location, use and occupancy. Lessee shall provide a certificate of insurance, naming Lessor as an additional insured.

5.02. If the building on the Leased Premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

5.03. If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.

5.04. If the building or other improvements on the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final ninety (90) working days of the Lease term, at Lessor's sole cost and risk, proceed forthwith to rebuild or repair such building and other improvements to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final ninety (90) working days of the Lease term, Lessor shall not be required to rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at Lessee's option terminate this lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

5.05. Lessee shall not commit or permit any act or acts in or on the Leased Premises or use them or suffer them to be used in any manner that will increase the existing fire, liability, and other insurance rates on either the Leased Premises or the building in which the Leased Premises are situated, or that will cause a cancellation of any insurance policy covering the premises or any part of them. Lessee will not keep, hold, store, use, or sell in or on the Leased Premises any product or article prohibited by the standard fire-insurance policy, as it now exists or may later provide, covering the premises or permit or suffer any such product or article to be kept, held, stored, used or sold in or on the Leased Premises, and Lessee will, at its sole expense, comply with all requirements of Lessor's insurance carriers pertaining to the Leased Premises necessary for the continued maintenance of reasonable fire and liability insurance of the premises and appurtenances.

ARTICLE 6.
UTILITIES

6.01. Lessee shall, during the term hereof, procure and pay all charges for telephone, gas, electricity, water, trash collection, and all other utilities used in or on the Leased Premises.

ARTICLE 7. WASTE AND NUISANCE

7.01. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE 8. IMPROVEMENTS, REPAIRS AND MAINTENANCE

8.01. Lessor shall repair and maintain, at Lessor's expense, the:

(A) Foundation, exterior walls, roof, and other structural components, except that Lessor shall have no duty of mold remediation;
(B) Exterior glass and windows;
(C) Exterior doors;
(D) Parking lot maintenance;
(E) Exterior concrete walkways;
(F) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise in Paragraph 8.02 below; and
(G) Heating, Ventilation, and Air Conditioning (HVAC) systems, excluding air filters.

8.02. Lessee shall, at Lessee's expense:

(A) Keep the Leased Premises as clean and sanitary as the condition of the premises permits, including routine and customary janitorial services for the Leased Premises;
(B) Dispose from the Leased Premises all rubbish, garbage, and other waste in a clean and sanitary manner;
(C) Properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits;
(D) Not permit any person on the Leased Premises, with Lessee's permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Leased Premises or the facilities, equipment, or appurtenances

thereto;

(E) Abide by all laws, regulations, and ordinances of any governmental authority having jurisdiction over the Leased Premises;

(F) Perform all routine repairs and all routine maintenance to the Leased Premises, including but not limited to grounds maintenance and landscaping, minor plumbing repairs such as clogs or leaks, interior light fixtures, interior walls, ceilings, rain gutters and roof drainage systems, floors, interior windows, interior doors, skylights, and signs, located in or on the Leased Premises, excepting those expressly imposed on Lessor in Paragraph 8.01 herein, with all repairs and maintenance performed by Lessee or Lessee's contractors that are trained and experienced in the needed repair or maintenance item;

(G) Not permit the keeping or storage of hazardous materials as defined by federal statutes on the Leased Premises provided, however, that Lessee shall be permitted to keep and store art materials and supplies except that flammable materials shall be kept only in small, limited quantities; and

(H) Not permit smoking or the use of gas fired equipment inside the Leased Premises.

8.03. Except as expressly provided in this Lease or in a separate written agreement between the Parties, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the maintenance, operation, or repair of the Leased Premises.

8.04. Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that any repair or maintenance imposed on Lessor in Paragraph 8.01 herein is needed, Lessee shall immediately give written notice of such fact to Lessor.

8.05. Renovations. Lessor shall obtain Lessee's written approval prior to any expansion or renovations to the Leased Premises that may require closure of the Leased Premises. Lessee's approval shall not be unreasonably withheld. The Parties agree that in the event of expansion of the Leased Premises, the Parties may enter a Lease addendum to incorporate the expanded space into this Lease.

ARTICLE 9. ALTERATIONS, IMPROVEMENTS AND FIXTURES

9.01. Lessee shall not make any alterations, including locks or other security devices, to the Leased Premises without the prior written consent of Lessor to do so. Any and all alterations, additions, improvements, and fixtures (except trade fixtures that Lessee shall be permitted to remove from the Leased Premises at any time during the term hereof or upon expiration or sooner termination of this Lease and not otherwise if such removal can be effected without injury to the Leased Premises and if any such fixture shall not have become, by the manner in which it is affixed, an integral part of the Leased Premises), made or placed in or on the Leased Premises shall on expiration or sooner termination of this lease belong to Lessor without compensation to Lessee; provided, however, that Lessor shall have the option, to be exercised on expiration or sooner termination of this Lease, to require Lessee to remove any or all of such additions, improvements or fixtures. Before installing any fixtures in or on the Leased Premises, Lessee shall submit plans and designs therefor to Lessor for Lessor's approval, and in the event that the plans and designs are not approved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made. Lessor agrees not to unreasonably withhold consent under this Section 9.01.

ARTICLE 10.
COVENANTS

10.01. Lessor shall on the commencement date of the term of this Lease as hereinabove set forth, place Lessee in quiet possession of the Leased Premises and shall secure Lessee in the quiet possession thereof.

10.02. Lessee may not do anything that will cause the Leased Premises to be encumbered in any way.

ARTICLE 11. SURRENDER OF PREMISES

11.01. Lessee shall, at Lessee's own cost and expense within seven (7) calendar days after expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to Lessee and all alterations, additions or improvements, and fixtures that by the terms hereof Lessee is permitted to remove, repair all damage to the Leased Premises caused by such removal, and restore the Leased Premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor.

11.02. Lessee agrees to and shall, on expiration or sooner termination of the term hereof or of any extended term hereof, promptly surrender and deliver the Leased Premises to Lessor in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee, excepted.

ARTICLE 12. TERMINATION AND CONDEMNATION

12.01. In the event the Leased Premises is to be utilized by Lessor for a governmental function, excluding meetings of local governmental organizations, this Lease may be terminated by Lessor prior to the expiration of the Lease term, after providing

Lessee a one-year notice of termination.

12.02. If during the term of this Lease or any extension or renewal thereof, all or part of the Leased Premises should be taken for any public or quasi-public use earlier by any condemning authority other than Lessor under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority (except Lessor) under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of said premises by the condemning authority.

ARTICLE 13.
DEFAULT

13.01. If Lessee shall remain in default under any condition of this Lease for a period of ten (10) calendar days after written notice from Lessor to Lessee, or if the default is of such a nature as to be incapable of cure within ten (10) days and same has not been cured within a reasonable time after written notice from Lessor to Lessee, or should any person other than Lessee secure possession of the Leased Premises, or any part thereof, by reason of any assignment, dissolution, receivership, or bankruptcy proceedings, Lessor may, at Lessor's option and without notice to Lessee, terminate this Lease, or in the alternative, Lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof.

The following provisions shall override and control, to the extent allowed by law, any conflicting provisions of the Texas Property Code, as well as any successor statute governing the right of a Lessor to change the door locks of commercial Lessees. In the event a default occurs, Lessor is entitled and is hereby authorized, without any further notice to Lessee whatsoever, to enter upon the Leased Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Leased Premises, thereby permanently excluding Lessee and its officers, principals, agents, employees and representatives therefrom. In the event that Lessor has either permanently repossessed the Leased Premises pursuant to the foregoing provisions of this Lease, or has terminated this Lease, Lessor shall not thereafter be obligated to provide Lessee with a key to the Leased Premises at any time, regardless of any amounts subsequently paid by Lessee; provided, however, that in any such instance, during Lessor's normal business hours and at the convenience of Lessor, and upon receipt of written request from Lessee accompanied by such written waivers and releases as the Lessor may require, Lessor may (at Lessor's option) either: (1) escort Lessee or its authorized personnel to the Leased Premises to retrieve any personal belongings or other property of Lessee; or (2) obtain a list from Lessee of such personal property as Lessee intends to remove, whereupon, Lessor shall remove such property and make it available to Lessee at a time and place designated by Lessor. However, if Lessor elects option (2), Lessee shall pay, in certified funds in advance, all costs and expenses estimated by Lessor to be incurred in removing such property and making it available to Lessee and all moving and/or storage charges theretofore incurred by Lessor with respect to such property. If Lessor elects to exclude Lessee from the Leased Premises without permanently repossessing or terminating pursuant to the foregoing provisions of this Lease, then Lessor shall not be obligated to provide Lessee a key to re-enter the Leased Premises until such time as all delinquent rent and other amounts due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Lessor's satisfaction (if such cure occurs prior to any actual permanent repossession or termination), and Lessor has been given assurance reasonably satisfactory to Lessor evidencing Lessee's ability to satisfy its remaining obligations under this Lease. During any such temporary period of exclusion, Lessor will, during Lessor's regular business hours and at Lessor's convenience, upon receipt of written request from Lessee (accompanied by such written waivers and releases as Lessor may require), escort Lessee or its authorized personnel to the Leased Premises to retrieve personal belongings of Lessee or its employees, and such other property of Lessee.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

13.02. If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this Lease, Lessee may elect to: (1) terminate this Lease on giving at least thirty (30) days' notice to Lessor of such intention, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty (30) day period; or (2) remedy such default at Lessee's expense.

ARTICLE 14. INSPECTION BY LESSOR

14.01. Lessee shall permit Lessor and Lessor's agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 15. ASSIGNMENT AND SUBLEASE

15.01. Lessee shall neither assign this Lease nor sublet all or a portion of the Leased Premises without the prior written consent of Lessor. Lessor hereby consents to Lessee subleasing a portion of Leased Premises to Gillespie County EDC (the

"EDC"). Lessee shall provide Lessor with any written sublease with the EDC and any future amendments thereto.

Lessor is expressly given the right to assign any or all of Lessor's interest under the terms of this Lease after prior written notice to Lessee.

ARTICLE 16.
INDEMNITY

16.01. LESSEE AGREES TO INDEMNIFY LESSOR AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE THEREOF, ARISING FROM THE LESSEE'S OCCUPANCY OF THE LEASED PREMISES, OR LESSEE'S CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS IN THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITIONS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OR FAILURE OF SECURITY OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, INVITEES, OR LICENSEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, COVENANTS TO DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. NOTHING HEREIN SHALL BE CONSTRUED TO INDEMNIFY LESSOR FROM LESSOR'S OWN GROSS NEGLIGENCE.

16.02. The relationship between Lessor and Lessee shall at all times remain solely that of the Lessor and Lessee, and shall not be deemed a partnership or joint venture.

16.03. Lessor shall not be responsible or liable to Lessee, Lessee's invitees, or members of the public for losses of any kind, including personal injury or loss of merchandise or any personal property.

16.04. Lessee shall be responsible for security in and about the premises with regard to Lessee's own property, employees, agents, customers, and members of the public. Lessee understands the general level of crime in and about Fredericksburg and Gillespie County and understands that Lessor cannot and will not guarantee safety or security with regard to the Leased Premises. Lessee specifically disclaims any duty of protection by Lessor.

ARTICLE 17. MISCELLANEOUS

17.01. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail, shall be deemed to have been given and received when a registered or certified letter containing such notice, properly wrapped and addressed, with postage prepaid, is deposited in Texas, in the United States mail; and if given other than by registered or certified mail, it shall be deemed to have been given when delivered to and actually received by the Party to whom it is addressed. Such notices or communications shall be given to the Parties hereto at the following addresses:

To LESSOR:

City of Fredericksburg
Attention: City Manager
126 W. Main Street
Fredericksburg, Texas 78624

To LESSEE:

Fredericksburg Convention
and Visitor Bureau, Inc.
Attention: President/CEO
302 E. Austin Street
Fredericksburg, Texas 78624

Such addresses may be changed at any time by either Party upon earlier notice given as herein set forth.

17.02. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Lease.

17.03. This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Gillespie County.

17.04. This Lease constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

17.05. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

17.06. In the event Lessor or Lessee breaches any of the terms of this Lease whereby the Party not in default employs an attorney(s) to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay the other Party's reasonable attorney's fees so incurred by such other Party.

17.07. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and that the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17.08. Time is of the essence of this Lease.

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

FREDERICKSBURG CONVENTION AND VISITOR BUREAU, INC.

By:______________________________ Date:______________________

Printed Name and Title: ______________________________

CITY OF FREDERICKSBURG, TEXAS

By:______________________________ Date:______________________

Clinton Bailey, City Manager

COPY

LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

JAK GN

This Lease Agreement is made and entered into to be effective ~~March~~ June 1, 2003 at Fredericksburg, Gillespie County, Texas, by and between the City of Fredericksburg, hereinafter called Lessor, and Fredericksburg Chamber of Commerce, Inc., hereinafter called Lessee.

ARTICLE 1. DEMISE, DESCRIPTION, USE AND TERM

1.01 The Lessor hereby declares that as a purpose of this lease and as a portion of the consideration for its granting of this lease, it is the position of the Lessor that the Convention and Visitors Bureau and Chamber activities are important to the City of Fredericksburg and are appropriately located in the Downtown area of the City, and it is the intent of the Lessor to provide such location for as long as such activities benefit the citizens of the City of Fredericksburg and are permitted by law.

1.02. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property being portions of the buildings located at 302 East Austin Street, Fredericksburg, Texas and sometimes referred to as the Visitor's Center, hereinafter called the Leased Premises, situated in Gillespie County, Texas. The Leased Premises shall constitute a total of 7796 square feet allocated and used as follows:

Area	Square Feet	For use of
1. Offices, North part of building and theater on far end of building	2000	Convention and Visitors Bureau (CVB)
2. Offices on East wing of bldg.	1161	Economic Development Commission (EDC) and Chamber of Commerce
3. Lobby, break out rooms, and offices.	4635	Shared among Chamber, CVB and EDC

4. Parking area behind 306-308 East Austin Street (10 spaces and 2 handicap spaces)	Shared among Chamber, CVB, EDC, and Lessor's employees

all as delineated on the attached exhibit.

June
to be used as offices, meeting facilities visitor's center, and employee parking commencing on ~~March~~ 1, 2003 and ending on August 31, 2027, unless sooner terminated as to part or all of the Leased Premises, as hereinafter provided.

1.03. In the event Areas 1 and/or the EDC Offices of Area 2 cease to be used for the purposes indicated above for any reason, this lease shall be renegotiated, provided however, Lessee shall retain 1600 square feet for the monthly rental ~~and~~ for the term hereof. to be agreed upon after negotiations

1.04. Notwithstanding anything herein contained to the contrary, it is specifically agreed and understood that Lessee shall have the right to terminate this lease anytime during the term hereof by giving written notice to Lessor, of Lessee's intent to so terminate, on or before ninety (90) days prior to the date of termination.

ARTICLE 2. RENT

General Rent

2.01. Lessee agrees to and shall pay Lessor at 126 West Main Street, Fredericksburg, Gillespie County, Texas, or at such other place as the Lessor shall designate from time to time in writing the initial sum of $535.00 per month, as rent for the Leased Premises, in advance on the 1st day of each calendar month, commencing on June ~~March~~ 1, 2003, and continuing thereafter during the term hereof.

2.02. Notwithstanding anything herein contained to the contrary, it is agreed and understood that the total rental premium as well as the monthly rental premium shall be increased during the term hereof, on February 1st of every calendar year beginning ~~March~~ June 1, 2005. The newly adjusted monthly rental premium thereafter shall be figured by adding Twenty ($20.00) and 00/100 Dollars per month to the original or subsequently adjusted monthly rental amount.

ARTICLE 3. HOLDOVER

3.01. If Lessee, holds over and continues in possession of the leased premises after expiration of the term of this lease or any extension of that term, Lessee will be deemed to be occupying the premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this lease.

ARTICLE 4. TAXES AND ASSESSMENTS

4.01 Lessee shall pay and discharge all taxes, general and special assessments, and other governmental charges of every description, if any, which during the term of this lease may be levied on or assessed against the Leased Premises and all interests therein and all improvements and other property thereon.

ARTICLE 5. INSURANCE

Lessee's Obligations

5.01. Lessee agrees to secure a good and responsible company or companies doing insurance business in the State of Texas, and maintain during the entire term of this lease, or any renewal hereof, a Commercial General Liability insurance policy, with a per occurrence limit of at least $500,000.00 each for Personal Injury and Broad Form Property Damage for the specific location of the leased premises. Such sum may be required by Lessor to be increased at any time, and as often thereafter as, deemed necessary by Lessor based upon reasonable industry standards for comparable businesses, following five (5) years from the date hereof.

Additional Insureds

5.02. Lessee agrees that the Lessor shall be named as an additional insured on the aforementioned policy of insurance. The Additional Insured endorsement to be used shall afford Lessor the greatest coverage possible.

Proof of Coverage

5.03. On securing the foregoing coverage, the Lessee shall give the Lessor written notice thereof together with a certified copy of the appropriate policy.

Protection Against Cancellation

5.04. Proof must also be given by Lessee to the Lessor, that the policy provided for in this article expressly provides that the policy shall not be canceled or altered without ten (10) days' prior written notice to the Lessor.

Fire and Contents

5.05. Lessee shall not be obligated to provide fire and extended coverage on Lessor's improvements situated on the Leased Premises. Lessor shall not be obligated to carry or provide insurance upon Lessee's contents nor shall Lessor be liable for any loss or destruction of same.

Fire and Casualty Damage

5.06. If the building on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

5.07. If the building on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, or if such occurs within the final ninety (90) days of the lease term, this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said written notification, otherwise Lessor shall at his sole cost and risk, rebuild or repair such building and other improvements to substantially the condition in which they existed prior to such damage, and the rent payable under the lease during the repair period shall be adjusted equitably.

ARTICLE 6. UTILITIES

6.01. Lessee, shall during the term hereof pay all charges for telephone, gas, electricity, and for security lighting for adjacent areas which are part of the building and premises, except in the visitor parking lot, in which the Leased Premises is located before they shall become delinquent and shall hold Lessor harmless from any liability therefor. Lessor shall pay for water and sewer, janitorial service for the public restroom, outside garbage receptacles and collection and outside landscape maintenance.

ARTICLE 7. WASTE AND NUISANCE

7.01. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 8. REPAIRS AND MAINTENANCE

Lessor's Duty

8.01. Lessor shall repair and maintain the leased premises so that the premises will have effective waterproofing and weather protection of roof and exterior walls, including windows and doors, and Lessor shall maintain the foundation of the building situated on the leased premises. Lessor shall pay for replacement or major repair of the plumbing, or major mechanical or electrical units within the Leased Premises. Lessee shall not have the duty to maintain the parking lot as the same has been allocated to the Texas Parks and Wildlife Department of the State of Texas under separate agreement with the City.

Lessee's Duties

8.02. (1) To keep the leased premises as clean and sanitary as the condition of the premises permits.

(2) To dispose from the leased premises all rubbish, garbage, and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with Lessee's permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the leased premises or the facilities, equipment, or appurtenances thereto.

(5) Abide by all laws, regulations and ordinances of any governmental authority having jurisdiction over the leased premises.

(6) Make all repairs to the leased premises other than those expressly imposed on Lessor herein and to clean and maintain the Leased Premises. Lessee's repairs shall include but not be limited to by way of example all painting , minor repairs, stoppages, cleaning, regular maintenance and all repair of breakages or damage caused by the public not covered by insurance.

ARTICLE 9. ALTERATIONS, IMPROVEMENTS AND FIXTURES

9.01. Lessee shall not make any alterations to the leased premises without the prior written consent of Lessor to do so, and any and all alterations, additions, improvements, and fixtures, (except trade fixtures which Lessee shall be permitted to remove from the leased premises at any time during the term hereof or when this lease ends and not otherwise if such removal can be effected without injury to the leased premises and if any such fixture shall not have become, by the manner in which it is affixed, an integral part of the leased premises), made or placed in or on said premises shall, when this lease ends, belong to Lessor without compensation to Lessee; provided, however, that Lessor shall have the option, to be exercised when this lease ends, to require Lessee to remove any or all of such additions, improvements or fixtures. Before installing any fixtures in or on the leased premises, Lessee shall submit plans and designs therefor to Lessor for Lessor's approval, and in the event that the plans and designs are disapproved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made. Lessor agrees not to unreasonably withhold consent.

ARTICLE 10. USE BY PUBLIC

10.01. It is understood by both parties hereto that the Leased Premises will be used as a public facility. Each party agrees to cooperate in scheduling all activities at the Leased Premises including maintenance, and to develop guidelines regarding use of the premises which may be amended by mutual consent from time to time.

10.02. It is understood by Lessee that a portion of the funds used to erect the Leased Premises were obtained through a grant from the Texas Department of Transportation, and that as a result thereof, there are restrictions placed upon the use of such premises. As a covenant herein, Lessee agrees to abide by the terms of such grant. A copy of the Grant Summary is attached hereto.

ARTICLE 11. SURRENDER OF PREMISES

Removal of Property

11.01. Lessee shall, at Lessee's own cost and expense within seven (7) days after this lease ends remove all property belonging to Lessee and all alterations, additions or improvements, and fixtures which by the terms hereof Lessee is permitted to remove, repair all damage to the leased premises caused by such removal, and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor.

Surrender

11.02. Lessee agrees to and shall, when this lease ends, promptly surrender and deliver the leased premises to Lessor in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee excepted.

ARTICLE 12. CONDEMNATION

12.01. If, during the term of this lease, or any extension or renewal thereof, all or part of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority. In the event all or part of the leased premises are condemned as set forth above, Lessor shall provide Lessee accommodations of not less than 1100 square feet agreed upon by Lessee for the remaining term of the lease.

JBK MP JP

ARTICLE 13. DEFAULT

Default by Lessee

13.01. If Lessee shall allow the rent to be in arrears more than thirty (30) days or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, or if the default is of such a nature as to be incapable of cure within thirty (30) days and same has not been cured within a reasonable time after written notice from Lessor, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership or bankruptcy proceedings, Lessor may at Lessor's option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Termination, the costs of termination, and the seeking of compensation for any damage done to the Leased Premises shall constitute Lessor's sole remedy.

Default by Lessor

13.02. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect to terminate this agreement on giving at least thirty (30) days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty (30) day period. Lessee's remedies shall be limited to the damages incurred due to loss of 1600 square feet for the remaining term of this lease.

Sole Remedies

13.03. It is understood and agreed that the remedies stated in this Lease are the sole remedies for the parties in the event of termination. Due to the nature of funding of construction of the Leased Premises and the rental payments and consideration of this lease both parties agree to this provision.

ARTICLE 14. INSPECTION BY LESSOR

14.01. Lessee shall permit Lessor and Lessor's agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 15. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

15.01. Lessee shall not assign this lease without the prior written consent of Lessor. Lessee shall not sublet any portion of the Leased Premises except to the two entities described in Article 1.01 above without the prior written consent of Lessor.

Assignment by Lessor

15.02. Lessor is expressly given the right to assign any or all of Lessor's interest under the terms of this lease.

ARTICLE 16. INDEMNITY

16.01. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence or failure of security of Lessee, its agents, contractors, employees, concessionaires, invitees, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor. Nothing herein shall be construed to indemnify Lessor from Lessor's own negligence.

Partnership or Joint Venture

16.02. The relationship between Lessor and Lessee shall at all times remain solely that of the Lessor and Lessee and shall not be deemed a partnership or joint venture.

Loss by Lessee and Public

16.03 Lessor shall not be responsible or liable to Lessee, Lessee's invitees, or members of the public for losses of any kind, including personal injury or loss of merchandise or any personal property.

GAL KP GN
adjacent to the leased premises. hours of operation. GAL KP GN

Security

concerning security provided by other entities. GAL KP GN

16.04 Lessee shall be responsible for security with regard to the building located on the Leased Premises with regard to Lessee's own property, employees, agents, customers, and members of the public during its ~~open hours~~. However, it is understood that the public parking area and restrooms will be open and accessible to the public at other times of the day, at Lessor's discretion, and that the public parking lot adjacent the Leased Premises shall also serve other entities and tour companies (and the like) and shall serve as overflow parking generally for the City. The Lessee shall cooperate with the other entities using the lot ~~in the provision of security measures.~~ Lessee understands the general level of crime in and about Fredericksburg and Gillespie County and understands that Lessor cannot and will not guarantee safety or security with regard to the leased premises. Lessee specifically disclaims any duty of protection by Lessor, and agrees that Lessor is not responsible for any damage to Lessee, Lessee's property or employees regardless of the security provided or not provided. Lessor specifically acknowledges that Lessee has no duty to secure or protect the adjacent premises and that Lessee is not responsible for any damages to Lessor in connection with the adjacent premises.

GAL KP GN

ARTICLE 17. MISCELLANEOUS

Notices

17.01. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail, shall be deemed to have been given and received when a registered or certified letter containing such notice, properly wrapped and addressed, with postage prepaid, is deposited in Texas, in the United States mail; and if given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and actually received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

LESSOR:

Attention: City Manager

126 West Main Street

Fredericksburg, Texas 78624

LESSEE:

302 East Austin Street

Fredericksburg, Texas 78624

Parties Bound

17.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

Texas Law to Apply

17.03. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gillespie County.

Prior Agreements Superseded

17.04. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

17.05. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Force Majeure

17.06. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

17.07. Time is of the essence of this agreement.

17.08. The parties agree that the provision of the Leased Premises in accordance with the terms of this agreement constitutes a fulfilment of and supercedes all prior agreements between the parties hereto with regard to the obligation of Lessor to provide replacement value for Lessee's prior facilities and prior agreement leases and the terms thereof between the parties are terminated and of no further force and effect.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSEE:
FREDERICKSBURG CHAMBER OF COMMERCE

BY JOE KAMMLAH, President

BY MARLENE PYLATE, CHAIRMAN

LESSOR:
CITY OF FREDERICKSBURG

BY GARY NEFFENDORF, City Manager

214-708

3 PGS 20144017
LEASEA

LEASE TERMINATION AGREEMENT

WHEREAS the undersigned City of Fredericksburg as Lessors and Fredericksburg Chamber of Commerce, Inc. as Lessee entered into that certain lease agreement dated June 1, 2003 for the property located at 302 East Austin Street and more particularly therein described,

WHEREAS, the term of said lease ends on August 31, 2027 and,

WHEREAS, Lessor and Lessee have mutually agreed to terminate said lease.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration, and the agreements made by Lessee herein, Lessor and Lessee each hereby agree that the referenced lease agreement is hereby terminated on December 1, 2014.

IT IS FURTHER AGREED that the obligations of the Lessor to provide office space to Lessee as described in said lease or as a result of the agreement giving rise to such lease agreement are terminated and fulfilled; and

Lessee and Lessor are hereby released from any and all further liability for rent or other obligations or payments under the referenced lease

This agreement is effective upon execution.

DATED October 1, 2014.

Lessor: City of Fredericksburg	Lessee: Fredericksburg Chamber of Commerce, Inc
Kent Myers, City Manager	Mark Peterson, Chairman

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 1 day of

October 2014 by Mark Peterson, Chairman of the Fredericksburg Chamber of Commerce, Inc.

LINDA KNEESE
Notary Public, State of Texas
My Commission Expires
JULY 15, 2015

Linda Kneese

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 1st day of October 2014 by Kent Myers, City Manager of the City of Fredericksburg, a municipal corporation.

PAT FINNEGAN MCGOWAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Dec 19, 2016

Pat Finnegan McGowan

Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
October 01, 2014 01:25:55 PM
FEE: $24.00 DCRENWELGE 20144017
LEASER

CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Andrea Schmidt, Parks and Recreation Director
MEETING DATE: May 16, 2023

CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Discussion and consideration of annual parades for 2023 (Andrea Schmidt, Director of Parks and Recreation):

i. Fourth of July Parade
ii. Gillespie County Fair Parade
iii. Light the Night Christmas Parade
iv. Consideration of the City sponsoring the July 4th Parade

PRESENTATION:

SUMMARY:
Three parades are held in the city each year. Since there is no fee schedule associated with hosting a parade within the City Limits, Council approves these parades on an annual basis.

The three parades in 2023 are:

- Fourth of July Parade on Tuesday, July 4, 2023, at 10 a.m. on Main Street;
- Gillespie County Fair Parade on Friday, August 25, 2023, at 10 a.m. on Main Street, and;
- Light the Night Christmas Parade on Friday, December 1, 2023, at 6:30 p.m. on Main Street, with an inclement weather date of Friday, December 8, 2023.

In addition, this item is also a request for the City to officially sponsor and promote the annual Fourth of July Parade & Patriotic Program, and to create a volunteer committee to plan and implement the parade and program. In doing so, the parade and program may be added to the City's insurance policy so that volunteers will be covered for any liability claims.

The following individuals have agreed to serve on the volunteer committee: Daryl Whitworth, Joe Kammlah, Debbie F. Reeh, and Linda Nevins. Committee members will work directly with Jennifer Krupa, special events coordinator, on the planning, coordination and implementation of parade and program activites.

The City is working with Kimley-Horn and TxDOT to develop an engineered traffic control plan to standardize each of the parades utilizing an approved traffic control plan. This plan is required by TXDOT for a parade on state-maintained roadways and will also allow the July 4th parade to be added to the City's insurance.

BACKGROUND:

The Fourth of July Parade & Patriotic Program has been planned and executed entirely by a group of community volunteers for the past thirty years. And for those thirty years, the individual volunteers have taken on the liability for hosting the parade and program. After consulting with the Texas Municipal League (TML), TML only allows city-sponsored special events to be added to the city's general liability coverage. If the city's only involvement is controlling traffic and managing street closings, that event is not a city-sponsored special event.

After meeting with the community volunteers, it was agreed to ask City Council for approval to form a volunteer committee for planning/implementing the parade under the supervision of the City's guidelines as a City-sponsored event, including development of a Traffic Control Plan and associated agreement with TxDOT.

FUNDING SOURCE: HOT Funds

FINANCIAL IMPACT:

Approximately $61,000 in the first year (design and traffic control operations) and annually $36,000 (traffic control operations)

STAFF RECOMMENDATION:

Consider approving the July Fourth, Gillepsie County Fair and Light the Night parades for 2023 and consider sponsoring the July Fourth Parade on an annual basis.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Government Vision

Family Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:

Andrea Schmidt

Date: May 04, 2023

Andrea Schmidt, Parks and Recreation Director

Krista Wareham

Date: May 04, 2023

Krista Wareham, Director of Finance

Date: May 05, 2023

Garret Bonn, Assistant City Manager

______________________________ Date: May 05, 2023

William McKamie, City Attorney

______________________________ Date: May 10, 2023

Shelley Goodwin, City Secretary

______________________________ Date: May 11, 2023

Clinton Bailey, City Manager

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM: Clinton Bailey, City Manager
MEETING DATE: May 16, 2023

CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Discuss the upcoming City Boards and Commission Appointments and take action on the Mayor Pro Tem appointment (Shelley Goodwin, City Secretary)

PRESENTATION:

SUMMARY:
There are several City Council Boards and Commission appointments and reappointments in June. The City Council needs to take action regarding the appointment of a Mayor Pro Tem.

BACKGROUND:
A presentation will be provided regarding the upcoming appointments and reappointments. Staff recommends the City Council make the Boards and Commission appointments and reappoint at the June 19th Regular Meeting. This will allow time for Board and Commission advertisements, and the Commissions will have time to provide their reappointment recommendations. These appointments will also include the Mayor's appointments if needed.

The **Fredericksburg City Charter Section 3.05 Mayor Pro Tem** - *At its first Regular Meeting after the election each year, the City Council shall elect from among its members a Mayor Pro Tem who shall serve at the pleasure of the City Council. In the absence or inability of the Mayor to perform the duties of the office, the mayor pro team shall perform the duties of the office and, in this capacity, shall be vested with all of the powers conferred on the Mayor*.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:
The recommendation is for the City Council to make the Boards and Commission appointments and reappoint at the June 19th Regular Meeting and to take action

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Date: May 06, 2023

William McKamie, City Attorney

Date: May 08, 2023

Shelley Goodwin, City Secretary

Date: May 11, 2023

Clinton Bailey, City Manager

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023

CATEGORY: CITY MANAGER'S REPORT

CAPTION: Water Conservation Report

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Kris Kneese, Director of Public Works, Utilities, and Engineer — Date: May 09, 2023

William McKamie, City Attorney — Date: May 09, 2023

Date: May 10, 2023

Shelley Goodwin, City Secretary

Date: May 11, 2023

Clinton Bailey, City Manager

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023

CATEGORY: CITY MANAGER'S REPORT

CAPTION: Update on future Special Council Meetings

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Krista Wareham

Krista Wareham, Director of Finance — Date: May 10, 2023

William McKamie, City Attorney — Date: May 11, 2023

Shelley Goodwin, City Secretary

Date: May 11, 2023

Clinton Bailey, City Manager

Date: May 11, 2023

City Council Regular Meeting
June 6, 2023

2023-105	City Council Minutes May 16th and April 26th	Approve	Shelley Goodwin	City Secretary
2023-71	Consider adopting new fees and policies for sports facility usage.	Approve	Andrea Schmidt	Parks and Recreation
2023-261	Consider amendment to LCRA Electric Line Easement	Approve	Kris Kneese	Public Works
	Discuss a Proclamation Policy	Approve	Shelley Goodwin	City Secretary
	Discuss Aquatic Program Agreements	Approve	Andrea Schmidt	Parks and Recreation
2023-134	Discussion and Consideration funding the extension of the Affordable Housing Coordinator Consulting Agreement	Discuss	Clinton Bailey	City Manager

Future Agenda Items

2023-250	Board Appointments June 20, 2023	Appointments & Executive Session	Shelley Goodwin	City Secretary
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
2023-67	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
2023-74	Consider naming rights for Marktplatz northwest corner project (summer 2023)	Approve	Andrea Schmidt	Parks and Recreation

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023 **CATEGORY:** EXECUTIVE SESSION

CAPTION: Pending or contemplated litigation related to short-term rentals (551.071)

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE: **FINANCIAL IMPACT:**

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Krista Wareham

Krista Wareham, Director of Finance Date: May 02, 2023

William McKamie, City Attorney Date: May 02, 2023

Shelley Goodwin, City Secretary

Date: May 10, 2023

Clinton Bailey, City Manager

Date: May 11, 2023

CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 16, 2023

CATEGORY: EXECUTIVE SESSION

CAPTION: Real Estate in the vicinity of State Highway 16 South and Lady Bird Drive (551.072)

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:
Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:
None

APPROVAL/REVIEW:

Krista Wareham

Krista Wareham, Director of Finance
Date: May 10, 2023

William McKamie, City Attorney
Date: May 11, 2023

Shelley Goodwin, City Secretary

Date: May 11, 2023

Clinton Bailey, City Manager

Date: May 11, 2023