



City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA MONDAY, OCTOBER 15, 2018 ~ 6:00 P.M. LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET

Linda Langerhans, Mayor
Jerry Luckenbach, Council Member
Tom Musselman, Council Member

Gary Neffendorf, Council Member
Charlie Kiehne, Council Member
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, October 15, 2018 at 6:00 p.m. in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted on October 12, 2018 before 5:00 p.m., providing time, place, date and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

(Please turn off all pagers and phones, except emergency on-call personnel.)

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. EMPLOYEE RECOGNITIONS

4. PUBLIC COMMENTS

This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.

5. PUBLIC HEARING

- A. To receive public comments for or against a change in zoning from R-1, Single Family Residential to C-1 Neighborhood Commercial, and change the Land Use Plan from Low Density Residential to Commercial on property located at 604, 608 and 610 N. Milam Street (Z-1813).
(Agenda Packet Pages 4-11)

6. CONSENT

A. Minutes

- | | | |
|------|--------------------------------------|-----------------------------|
| i. | 8-29-18 City Council Special Meeting | (Agenda Packet Pages 12-13) |
| ii. | 9-4-18 City Council Regular Meeting | (Agenda Packet Pages 14-18) |
| iii. | 9-5-18 City Council Special Meeting | (Agenda Packet Page 19) |
| iv. | 9-17-18 City Council Regular Meeting | (Agenda Packet Pages 20-23) |
| v. | 9-18-18 City Council Special Meeting | (Agenda Packet Pages 24-25) |
| vi. | 10-1-18 City Council Regular Meeting | (Agenda Packet Pages 26-31) |

7. ORDINANCES

- A. Consider approval of an Ordinance 28-021 adopting a change in the Comprehensive Plan specifically in the Land Use Map and Comprehensive Plan as to part of Outlot No. 28 and Ordinance 28-022 amending the Zoning Ordinance of the City and changing the Zoning District as to part of Outlot No. 28 changing said property from R-2 Mixed Residential to C-1, Neighborhood Commercial on approximately 10 acres on Friendship Lane (public hearing conducted on September 17, 2018).
(Agenda Packet Pages 32-41)
- B. Consider approval of an Ordinance 28-023 amending Article X. of Chapter 5 - Building and Building Regulations, of the Code of Ordinances, establishing a waiver of Impact Fees for affordable housing.
(Agenda Packet Pages 42-45)

8. RESOLUTIONS-ACTION ITEMS

- A. Consideration and approval of a Resolution 2018-01R relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various City improvements from the proceeds of Tax-Exempt Obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.
(Agenda Packet Pages 46-55)
- B. Consider approval of awarding the Professional Services Agreement to Freese and Nichols, Inc. in connection with a Water Bond Project.
(Agenda Packet Pages 56-93)
- C. Consider the approval of Resolution 2018-02R authorizing the execution of a Multiple Use Agreement (MUA) with TxDOT, related to construction of sidewalks over TxDOT right-of-way within the City limits.
(Agenda Packet Pages 94-108)
- D. Consider approval of Resolution 2018-03R approving the acquisition and financing of equipment using financing provided by Broadway Nation Bank.
(Agenda Packet Pages 109-112)
- E. Receive Commission's recommendation and consider zoning change (Z-1813).
(Agenda Packet Pages 4-11)
- F. Consider awarding a contract for Professional Auditing Services for the FY2018 City Audit to ABIP. P.C.
(Agenda Packet Pages 113-114)
- G. Consider appointing the Impact Fee Advisory Committee, as part of the water and wastewater impact fee update.
(Agenda Packet Pages 115-116)
- H. Approve a Nonexclusive Installation and Service Agreement, Easement and Bulk Service Addendum with Time Warner Cable Enterprises, LLC. for cable service at the Lady Bird Johnson (LBJ) RV Park.

(Agenda Packet Pages 117-136)

- I. Approval of 2019 Legislative priorities.
(Agenda Packet Pages 137-139)

9. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

- A. Presentation and discussion on Bulk Trash Pickup
(Agenda Packet Pages 140-144)
- B. Presentation by Sean Thompson, Texas Municipal Retirement System (TMRS) and discussion on retirement benefits offered to City employees.
(Agenda Packet Pages 145-151)
- C. Request from Rosemary Estenson to discuss
 - i. Protected development areas.
 - ii. Bars on Main Street.
 - iii. Ordinance to protect our neighborhoods.
 - iv. No Max Mansions.
 - v. No more Mobile Homes
(Agenda Packet Pages 152-153)

10. CITY MANAGER'S REPORT

- A. Storm Water Fees/Vegetation Management Program
- B. Utility Bond Financing
- C. Texas Municipal League (TML) Conference.

11. ITEMS FOR FUTURE AGENDA

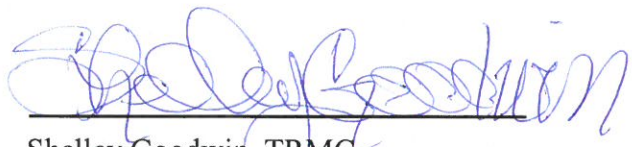
(Agenda Packet Pages 154-155)

12. COUNCIL COMMENTS

Reports about items of community interest, which no action will be taken.

13. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 2:25 p.m. on October 10, 2018 on the entrance door and bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.


Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: October 9, 2018

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: : Change in zoning from R-1, Single Family Residential to C-1 Neighborhood Commercial, and change the Land Use Plan from Low Density Residential to Commercial on property located at 604, 608 and 610 N. Milam Street.

Summary:

The property consists of three of the four lots fronting on N. Milam Street in the 600 Block, including 604, 608 and 610 N. Milam Street. The owner of 602 N. Milam Street is not part of the application, and has issued a letter in opposition. Each of the lots within the request have residential structures on them. The house at 608 N. Milam is designated as an Historical Landmark. The existing properties are used for residential or Short Term Rental purposes.

Recommendation:

The Commission voted unanimously to recommend denial of the request. Staff concurs with this recommendation. We received 6 letters in opposition and 5 letters in support of the request.

Background / Analysis:

Land uses surrounding this property include residential to the west and north, office use and church facilities to the east and office use to the south. Surrounding zoning is R-1 to the west, north and east, and C-1 to the south. The Land Use Plan identifies the area to the west and north as Low Density

The City of Fredericksburg

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

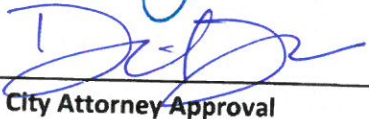
Residential, to the east as Low Density Residential and to the south as Commercial (see the attached Staff Brief for additional information).

Attachments:

Staff Brief, Land Use Plan, Zoning Plan, Property Owners Map and List



Department Approval



City Attorney Approval



City Manager Approval

The City of Fredericksburg

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

LAND USE PLAN AND ZONING CHANGE BRIEF
Rezoning Request # Z-1813

APPLICANT: Sarah Wanek

LOCATION: 604, 608 and 610 North Milam Street

EXISTING ZONING: R-1 Single Family Residential.

LAND USE PLAN: Low Density Residential

PROPOSED CHANGE: Change in zoning from R-1, Single Family Residential to C-1 Neighborhood Commercial, and change the Land Use Plan from Low Density Residential to Commercial.

FINDINGS:

- The property consists of three of the four lots fronting on N. Milam Street in the 600 Block, including 604, 608 and 610 N. Milam Street. The owner of 602 N. Milam Street is not part of the application.
- Each of the lots within the request have residential structures on them.
- The house at 608 N. Milam is designated as an Historical Landmark.
- The existing properties are used for residential or Short Term Rental purposes.
- Land uses surrounding this property include residential to the west and north, office use and church facilities to the east and office use to the south.
- Surrounding zoning is R-1 to the west, north and east, and C-1 to the south.
- The Land Use Plan identifies the area to the west and north as Low Density Residential, to the east as Low Density Residential and to the south as Commercial (see the attached Land Use Plan).

LAND USE PLAN: The Low Density Residential Category is representative of traditional, single-family detached dwelling units. Low density residential accounts for the largest percentage of residential development in Fredericksburg today and will continue to do so with the development shown on the Future Land Use Map. The areas designated for low density residential land use are generally not adjacent to major thoroughfares or incompatible land uses, and are in proximity to existing single-family residential land use. Within these areas, the City should encourage a range of lot sizes and housing types in order to promote increased housing diversity and affordability.

The Commercial land use category may include retail and office uses as well as the light commercial activities that typically need some outdoor storage, display and sales areas. For the most part, this land use category is found in areas where a mix of non-residential uses already exists and where change is not anticipated.

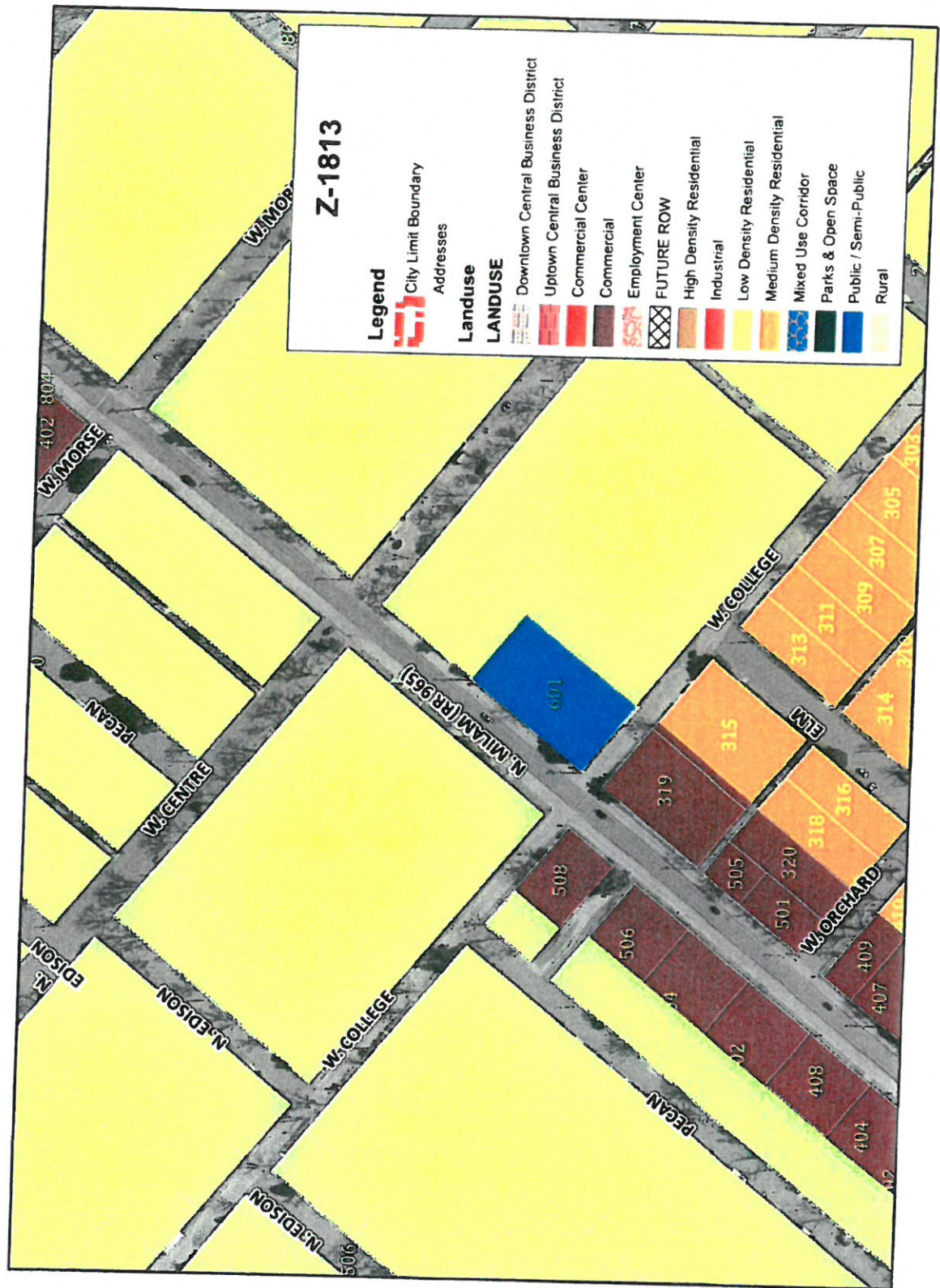
ZONING: The applicant, who represents owners of 604, 608 and 610 N. Milam Street is proposing to change the zoning R-1 Single-family Residential to C-1 Neighborhood Commercial. It is my understanding that they do not have immediate plans to change or develop the property. The owner of 602 N. Milam, (corner of College Street and Milam Street) is not included in this request, and has submitted an opposition letter. In evaluating the zoning along N. Milam Street, it should be noted that the properties on both sides of Milam Street from Austin Street to College Street are presently zoned C-1. In addition, property on the west side of Milam Street from Morse Street to Burbank Street is zoned C-1. Therefore, there are only two blocks (600 and 700) along Milam on the west side that are not currently zoned C-1.

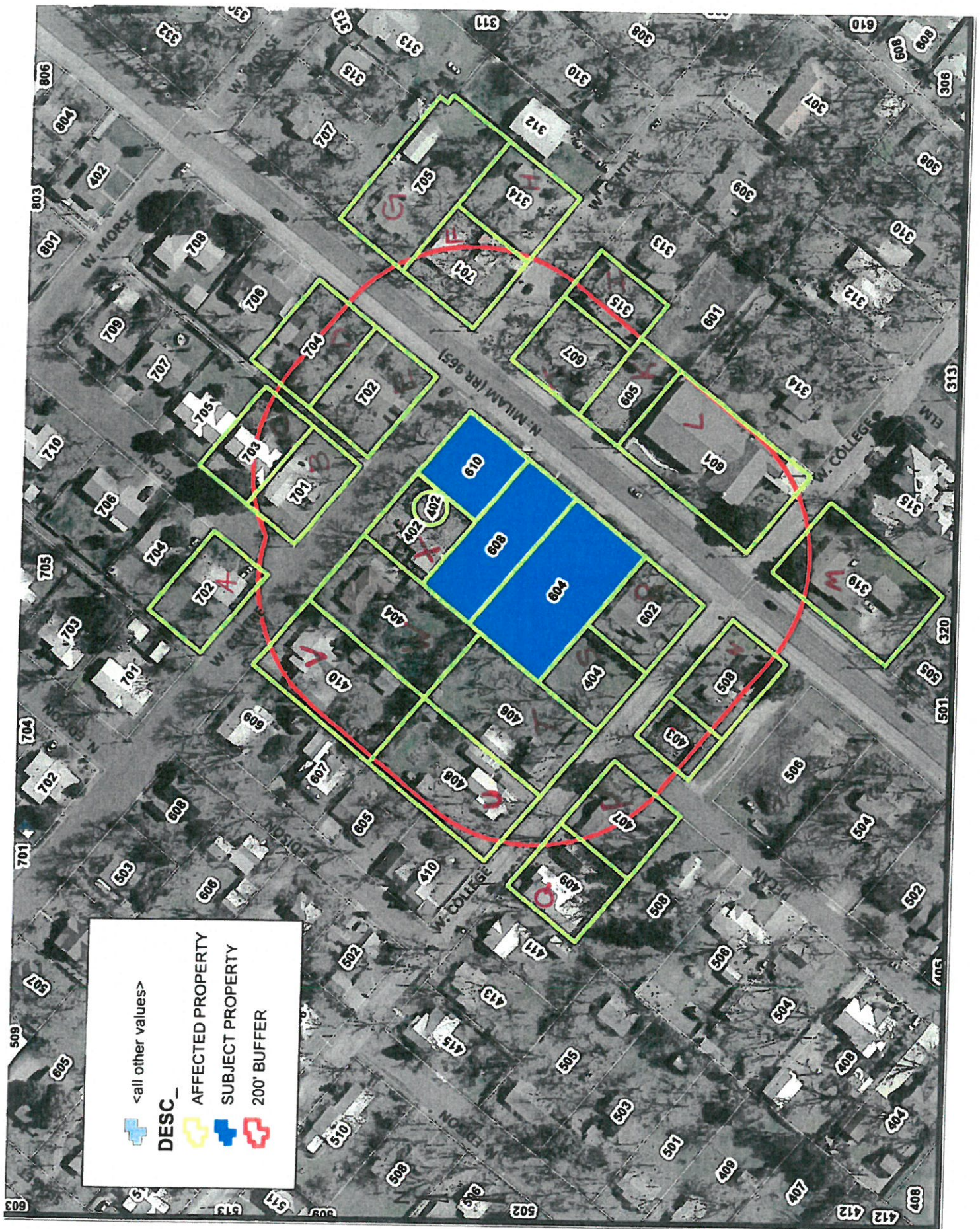
OPPOSITION/SUPPORT OF REQUEST: Six letters in opposition and 5 letters in support of the proposed change.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission voted unanimously to recommend denial of the request.

STAFF RECOMMENDATION: Since the zoning and land use plan change request only represents three of the four lots fronting on N. Milam, and because the other owner is objecting the change, the staff concurs with the Commission's recommendation of denial.







Letter	Owner	Address
A	THOMAS HAMMER	771 COWBOY TRAIL FREDERICKSBURG, TX 78624
B	KENNETH MOLBERG	701 PECAN FREDERICKSBURG, TX 78624
C	JACK & JUDY LEDDY	703 PECAN FREDERICKSBURG, TX 78624
D	KAREN EDWARDS	P.O. BOX 1937 FREDERICKSBURG, TX 78624
E	RUBEN CRENWELGE	702 N. MILAM FREDERICKSBURG, TX 78624
F	PATTI PENICK	701 N. MILAM FREDERICKSBURG, TX 78624
G	WILLIAM & MOLLY WOLF	705 N. MILAM FREDERICKSBURG, TX 78624
H	JERRY & SUZANNE GREEN	33718 ANSLEY RD MAGNOLIA, TX
I	TERRY BONN	9370 S. ST HWY 16 FREDERICKSBURG, TX 78624
J	CHURCH OF FREDERICKSBURG	607 N. MILAM FREDERICKSBURG, TX 78624
K	CHURCH OF FREDERICKSBURG	607 N. MILAM FREDERICKSBURG, TX 78624
L	CHURCH OF FREDERICKSBURG	607 N. MILAM FREDERICKSBURG, TX 78624
M	DWIGHT & KAREN OESTREICH	204 W. ORCHARD FREDERICKSBURG, TX 78624
N	BARRY WAGNER	4234 N. GRAPE CREEK FREDERICKSBURG, TX 78624
O	DUSTIN MOORE	403 W. COLLEGE FREDERICKSBURG, TX 78624
P	RICHARD & JEANNE WEIKEL	110 LIVE OAK LANE KERRVILLE, TX 78028
Q	NANCY SHINE	409 W. COLLEGE FREDERICKSBURG, TX 78624
R	MARSH WEIERSHAUSEN	P.O. BOX 251 FREDERICKSBURG, TX 78624
S	ROBERT RIGGLE	604 N. MILAM FREDERICKSBURG, TX 78624
T	JEFFREY & LORI SMITHERS	21726 HARDY OAK SAN ANTONIO, TX
U	JUDITH FLEMING	P.O. BOX 1785 FREDERICKSBURG, TX 78624
V	VERDIE MAE GUETTIER	410 W. CENTRE FREDERICKSBURG, TX 78624
W	ANDREA DONALDSON	403 E. TRAVIS FREDERICKSBURG, TX 78624
X	JUAN & LAURIE VILLA	402 W. CENTRE FREDERICKSBURG, TX 78624
Z-1813		



CITY OF FREDERICKSBURG
MINUTES OF CITY COUNCIL SPECIAL MEETING
AUGUST 29, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Laura Hollenbeak, Director of Finance

1. Call to Order

With a quorum of the City Council members present, Mayor Langerhans called the special meeting of the Fredericksburg City Council to order at 6:00 p.m. on Wednesday, August 29, 2018, in the Fire Department Training Room, 126 W. Main Street, Fredericksburg, Texas 78624.

2. Public Hearing on Proposed FY 2018-2019 Property Tax Rate (First of two required hearing).

The following residents expressed their concerns about the property Tax Rate increase:

- Jerry MacQuale
- Tim Lafferty
- Jerry Farley
- Jim Keeter
- Kermit Sultemeier

3. Adjourn

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Kiehne, to adjourn the Wednesday, August 29, 2018 City Council Special Meeting at 6:37 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING SEPTEMBER 4, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Russell Immel, Information Technology Director
Steve Wetz, Police Chief
Dave Wisniewski, Fire Marshal
Andrea Schmidt, Parks & Recreation Director
Jennifer Krupa, Special Events Coordinator

1. Call to Order

With a quorum of the City Council members present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Tuesday, September 4, 2018, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

2. Pledge of Allegiance

Mayor Langerhans led the Pledge of Allegiance.

3. Employee Recognitions

Kent Myers, City Manager, stated he did not have any recognitions.

Mayor Langerhans announced she was pulling up Agenda Item 6. D.

6. D. Receive Presentation on Marktplatz Improvements.

Tim Crenwelge, Market Square Redevelopment Commissioner, reviewed the history of the Market Square and the vote by the City Council to put the old bank drive through back into the Parks system. He stated the Commission has also looked at enhancing children activities in Market Square with a splash pad, but currently this portion of the project is on hold. He also provided the plan for the Pedernales Creative Arts Alliance's to donate a Glockenspiel honoring a past member.

John Klein, Market Square Redevelopment Commissioner, reviewed the sketches and proposed site plans for Market Square Redevelopment Commission.

The City Council discussed the splash pad and the installation of equipment for the future use.

Kent Myers, City Manager, stated the City Council previously approved the Commission look at options for the Security Bank drive through area and to reserve the lobby and offices for City use for the next 5 years. He stated if the City Council approves moving forward with the plans, then the next step would be fund raising.

Motion: Upon a motion made by Council Member Luckenbach and seconded by Council Member Neffendorf, to approve moving forward with the Marktplatz Improvement plans. The City Council voted five (5) for and none (0) opposed. The motion passed unanimously.

Tim Crenwelge also reviewed the sketches of the Glockenspiel and the different potential sites. He stated once the Pedernales Creative Arts Alliance has their donation worked out, he will bring back the details.

4. Public Comments

Jennifer Keller spoke regarding trash and watering restrictions. She also spoke on the violation notification and court process.

Melinda Geissler spoke regarding trash restrictions and violation notification process.

5. Ordinances - Resolutions-Action Items

A. Consider Annexation Agreement, Annexation Ordinance, and Zoning Ordinance for 1-63 the Seven Hills Resort and Conference Center at the intersection of US Hwy 87 N and US Hwy 290 W

Brian Jordan, Development Services Director, reviewed the proposed Annexation Agreement, Annexation Ordinance and Zoning Ordinance for the Seven Hills Resort and Conference Center. He stated City Staff recommends the approval of all three items.

Daniel Jones, City Attorney, stated there was one change that was made to the Annexation Agreement on page 9. He stated Section V. item 3.9 was changed to 3.09 for constancy purposes.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Neffendorf, to approve the Annexation Agreement for 1-63 the Seven Hills Resort and Conference Center at the intersection of US Hwy 87 N and US Hwy 290 W. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, to approve the Annexation Ordinance for 1-63 the Seven Hills Resort and Conference Center at the intersection of US Hwy 87 N and US Hwy 290 W. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Neffendorf, to approve the Zoning Ordinance for 1-63 the Seven Hills Resort and Conference

Center at the intersection of US Hwy 87 N and US Hwy 290 W. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

6. Individual Items For Consideration And Possible Action

A. Receive and Consider 2019 Budget Presentation from CVS

Ernie Loeffler, President and CEO of the Convention and Visitor Bureau (CVB), reviewed the history of past budgets, history of tourism income and the proposed 2018-2019 Budget. He stated the CVB is proposing the City contribution to the Budget remain the same as last year's contribution at \$2,330,000. He stated the County Commissioners have approved the CVB Budget and is seeking approval from the City Council.

Motion: A motion was made by Council Member Musselman, seconded by Council Member Neffendorf, to approve the 2019 Budget for the Convention and Visitor Bureau. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

B. Receive and Consider Gillespie Central Appraisal District 2019 Budget

Kent Myers, City Manager, reviewed the process of the Gillespie Central Appraisal District 2019 Budget. He stated Scott Fair with the Gillespie Central Appraisal District is present tonight to answer any questions.

Scott Fair, Chief Appraiser with the Gillespie Central Appraisal District, provided a brief review of the 2018-2019 Budget. He stated the total approved appraisal budget is \$1,071,759, which is an increase of 5.81% over the 2018 Budget. He also stated the total approved tax collections budget is \$290,412, which is an increase of 1.91% over the 2018 Budget.

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Musselman, to accept the Gillespie Central Appraisal District 2019 Budget. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

C. Discussion on Proposed 2019 City Budget

Mayor Langerhans announced she was moving Agenda Item 6. C. to later in the meeting.

D. Receive Presentation on Marktplatz Improvements

Previously discussed.

E. Receive Citizen Report - Renewable Energy

John Rodriguez, resident, provided a presentation on renewable energy and how other municipalities are purchasing renewable energy. He provided reasons why he feels renewable energy should be considered.

F. Receive and Consider Street Closure for WWI Centennial Commemoration Veterans Day Parade, Concert and Exhibition

Jennifer Krupa, Special Events Coordinator, stated the WWI Centennial Commemoration Veterans Day Parade, World War I Concert, and Exhibitions will take place on Sunday, November 11, 2018. She stated the event organizers have requested the closing of W. Austin Street from Adams to Crockett Street beginning at 7 a.m. and ending at 6 p.m. She stated Rev. Casey Zesch at Bethany Lutheran Church is in support of the closing and the parking for his church members has been worked out. She stated City Staff recommends the approval of closing

W. Austin Street from Crockett to Adams Street from 7 a.m.-6 p.m. on Sunday, November 11, 2018.

Tami King, Gillespie County Veterans Service Officer & Chairman, Veterans Council Coordinator for the 2018 World War Centennial Commission & Veterans Day Parade, encouraged the City Council to attend the November 11th Parade, Concert and Exhibitions.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, to approve the closure of W. Austin Street from Crockett to Adams Street from 7 a.m.-6 p.m. on Sunday, November 11, 2018. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

G. Consider Budget Amendment to Purchase Backup Generator and Associated Equipment for City Hall

Dave Wisniewski, Fire Marshal, stated the current generator has failed and will not produce acceptable electrical power for critical systems at City Hall. He stated repairing the current generator would not be feasible and recommends replacing the generator. He also stated the cost for a new generator, including installation materials, and labor is \$21,350.

The City Council discussed looking at alternate sources for a generator like natural gas.

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Luckenbach, to approve the Budget Amendment to purchase backup generator and associated equipment for City Hall. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

C. Discussion on Proposed 2019 City Budget

Kent Myers, City Manager, reviewed the Budget process and announced the City Council will vote on the proposed 2019 Budget on September 17, 2018. He stated the City Council identified three remaining issues that need to be addressed before the adoption of the budget. First, involves the timing of the water bond project for critical improvements needed to our water system. He provided the City Council with two options to consider regarding the water bonds. Second, involves the Drainage Fund and the proposed new storm water fees that the City Council previously adopted. He stated the City Council should decide on whether they want to include any expenses from the new fee revenues in the 2019 Drainage Fund Budget. Third, involves the tax rate and whether the City Council wants to change the proposed rate of \$0.2256 based upon the public comments made at the tax rate hearing.

The City Council discussed the water bond schedule and the two options. They also discussed the Drainage Fund and new storm water fees. The City Council then discussed the 2% cost of living increase, 2% merit increase and the possible retirement match, but agreed to continue merit and retirement increase discussions before January 1, 2019.

Kent Myers, City Manager, stated by doing the preliminary work now and go out for bonds later will allow the 2018 Audit to be finalized, which is helpful when going out for bonds. He stated Dan Wegmiller will be present at the next City Council Regular Meeting to answer questions. A resolution will need to be adopted by City Council regarding the preliminary engineering work will be done now and the funds will be reimbursed out of the water bond.

The City Council agreed by consensus to begin the preliminary design and construction for the water system improvement projects.

7. City Manager's Report

A. Community Visioning Report

Kent Myers, City Manager, stated a draft of the Community Visioning Report has been provided to City Council and he encouraged the City Council to submit any changes they might have.

B. City Council Retreat

Kent Myers, City Manager, announced the City Council Retreat on September 18, 2018 at 8:30 a.m.

C. Relief Route Task Force Meetings

Kent Myers, City Manager, announced that the Relief Route Task Force will be holding two open houses; September 18, 2018 from 6:00 p.m.-7:30 p.m. at the Pioneer Museum for local merchants and on September 24, 2018 from 4:00 p.m.-7:00 p.m. at the Fredericksburg High School for residents.

8. Items for Future Agenda

The City Council did not provide any Future Agenda Items.

9. Council Comments - No discussion or action may take place.

The City Council did not provide any comments.

10. Adjourn

Motion: A motion was made by Council Member Musselman, seconded by Council Member Neffendorf, to adjourn the Tuesday, September 4, 2018 City Council Regular Meeting at 7:30 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG
MINUTES OF CITY COUNCIL SPECIAL MEETING
SEPTEMBER 5, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Laura Hollenbeak, Director of Finance

1. Call to Order

With a quorum of the City Council members present, Mayor Langerhans called the special meeting of the Fredericksburg City Council to order at 6:00 p.m. on Wednesday, September 5, 2018, in the Fire Department Training Room, 126 W. Main Street, Fredericksburg, Texas 78624.

2. Public Hearing on Proposed FY 2018-2019 Property Tax Rate (Second required hearing).
The following residents expressed their concerns about the property Tax Rate increase:

- Jerry MacQuale
- Moe Saiidi

3. Adjourn

Motion: A motion was made by Council Member Kiehne, seconded by Council Member Luckenbach, to adjourn the Wednesday, September 5, 2018 City Council Special Meeting at 6:30 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING SEPTEMBER 17, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Laura Hollenbeak, Director of Finance
Russell Immel, Information Technology Director
Lynn Bizzell, Fire Chief
Steve Wetz, Police Chief

1. Call to Order

With a quorum of the City Council members present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, September 17, 2018, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

2. Pledge of Allegiance

Mayor Langerhans led the Pledge of Allegiance.

3. Employee Recognitions

Kent Myers, City Manager, stated he did not have any recognitions.

4. Public Comments

Jerry McCorkle expressed concerns about the City Code violations and the enforcement.

Jeanette Harmouth spoke regarding fluoridation and expressed concern about the property tax increase.

5. Public Hearing**A. PUBLIC HEARING – Z-1812 Zoning Change from R2 Mixed Residential to C2
Neighborhood Commercial, and Land Use Change from Medium Density**

Residential to Commercial on approx. 10 Acres Friendship Lane, East of S. Washington St.

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Musselman, to convene the Regular Meeting to hold a Public Hearing. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Mayor Langerhans asked if anyone wished to speak.

Stuart Baron stated he is one of the property owners who filed the original application requesting a zoning change. He stated he supports the zoning change from R-2 to C-1.

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Luckenbach, to close the Public Hearing and reconvene the Regular Meeting. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

6. Ordinances – Resolutions – Action Items

A. Consider Z-1812 for Zoning Change and Land Use Change.

Brian Jordan, Development Services Director, stated the Planning and Zoning Commission voted to change the zoning from R-2 Mixed Residential to C-1 Neighborhood Commercial.

Motion: A motion was made by Council Member Kiehne, seconded by Council Member Luckenbach, to approve changing the zoning from R-2, Mixed Residential to C-1 Neighborhood Commercial, and change the Land Use Plan from Medium Density Residential to Commercial on approximately 10 acres on Friendship Lane, east of S. Washington. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

B. Consider Adopting an Ordinance providing for the Abandonment, Vacation and Closure of North Street, South of Highway Street

Motion: A motion was made by Council Member Kiehne, seconded by Council Member Luckenbach, for the adoption of an Ordinance providing for the Abandonment, Vacation and Closure of North Street, South of Highway Street. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

C. Consider Adopting an Ordinance to Amend EMS Fees.

Lynn Bizzell, Fire Chief, reviewed the increase of fees.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Kiehne, for the adoption of an Ordinance increasing the EMS fees. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

7. Individual Items For Consideration And Possible Action

A. Approval of 2019 Budget

B. Approval of Property Tax Rate

Laura Hollenbeak, Director of Finance, presented updated information on the FY2019 Budget including the following:

- Repairs to City-owned property on Austin Street.
- Changes to the Drainage Fund.
- Changes in funding for County services.

- Changes in revenues for City property taxes.

She also recommended the City Council approve the recommendation levying a Tax Rate.

The City Council discussed the proposed budget and Tax Rate.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Kiehne, to approve the 2019 Budget in the amount \$68,590,529 that includes funding for Art Guild, County & Vegetation Management Budget Changes. The City Council voted three (3) for (Council Members Luckenbach, Kiehne, and Musselman) and two (2) opposed (Mayor Langerhans and Council Member Neffendorf). The motion carried.

Motion: A motion was made by Council Member Musselman, seconded by Council Member Kiehne, to approve the 2018 Property Tax Rate at .2256 per \$100 valuation. The City Council voted three (3) for (Council Members Luckenbach, Kiehne, and Musselman) and two (2) opposed (Mayor Langerhans and Council Member Neffendorf). The motion carried.

C. Receive Recommendation and Consider Awarding Bid for Audit Services

Laura Hollenbeak, Director of Finance, recommended awarding the bid for professional auditing services to Klein, Kraus, and Company.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Kiehne, for the awarding bid for Audit Services to Klein, Kraus, and Company. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

D. Receive Recommendation and Consider Awarding Bid for Banking Services.

Laura Hollenbeak, Director of Finance, recommended awarding the bid for banking services to Security State Bank and Trust.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, for the awarding bid for banking services to Security State Bank and Trust. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

E. Presentation by City Financial Advisory on Utility Bond Issues

Dan Wegmiller, City Financial Advisor, reported on the estimate of the annual debt cost for these bonds and a schedule for the issuance of a \$18 million Utility Bond.

The City Council agreed by consensus to proceed with the schedule provided by Specialized Public Finance Inc. and with the closing ending in November.

F. Consider Appointment to Zoning Board of Adjustment.

Brian Jordan, Director of Development Services, recommended the appointment of Jeff Lawrence to the Zoning Board of Adjustment.

Motion: A motion was made by Council Member Musselman, seconded by Council Member Kiehne, for the appointment of Jeff Lawrence to the Zoning Board of Adjustment. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

8. City Manager's Report

A. Update on STR Regulations

Kent Myers, City Manager, provided an update on STR Regulations. He also stated Fredericksburg is becoming known for our STR Regulations and Brian Jordan and Anna Hudson will soon be giving a presentation on the STR Regulations at their upcoming Planning Association Meeting.

B. Community Visioning Report

Kent Myers, City Manager, stated a draft of the Community Visioning Report has been provided to City Council and he encouraged the City Council to submit any changes they might have.

C. Relief Route Task Force Meetings

Kent Myers, City Manager, announced that the upcoming Relief Route Task Force open houses, which are scheduled for September 18, 2018 from 6:00 p.m.-7:30 p.m. at the Pioneer Museum for local merchants and September 24, 2018 from 4:00 p.m.-7:30 p.m. at the Fredericksburg High School for residents.

D. City Council Retreat

Kent Myers, City Manager, announced the City Council Retreat on September 18, 2018 at 8:30 a.m.

9. Items for Future Agenda

The City Council did not provide any future agenda items.

10. Council Comments - No discussion or action may take place.

Council Member Luckenbach reported on airport fuel sales.

Council Member Kiehne reported on Airport PACS currently used by the Fire Department.

11. Adjourn

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Kiehne, to adjourn the Monday, September 17, 2018 City Council Regular Meeting at 7:37 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL RETREAT SEPTEMBER 18, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Director of Development Services
Lea Feuge, Public Information Officer
Anna Hudson, Historic Preservation Officer

1. Call to Order

With a quorum of the City Council members present, Mayor Langerhans called the Retreat of the Fredericksburg City Council to order at 8:30 a.m. on Tuesday, September 18, 2018, at the University Center in the HEB Room, 2818 E. US Hwy. 290, Fredericksburg, Texas 78624.

2. Consider report and discussion on recent and planning annexations.

Brian Jordan provided the City Council with an update on recent annexations that have been completed. He also updated the Council on the current annexation on Highway 290E. He provided the Council with a letter from the attorney representing the property owners in this area. They are in favor of voluntary annexation subject to the City meeting certain conditions. Following discussion, the Mayor suggested that each Council member get with Brian to give him their response to the conditions stated in the letter.

3. Consider Report and Discussion on Future City Board Projects.**A. Sports Park**

An update on the Sports Park was provided to the City Council including information on recent meetings with County officials.

B. Water Improvements

The Utility Bond Project to finance major improvements to the City water system was discussed.

C. Major Street Improvements

The Council discussed the possibility of a future bond election for major street improvements as identified in the recent Transportation Master Plan.

D. City Hall/Police Station

The Council discussed the need for a new City Hall/Police Station with a possible relocation of these facilities to Friendship Lane. It was suggested that funding also be allocated for improvements to the current City Hall to accommodate additional space for the Fire Department.

E. Additional Future Bond Projects

No additional City bond projects were discussed.

4. Consider report and discussion on possible changes to Standardized Business Regulations.

The City Manager provided a report on the standardized business ordinance that was adopted by the City about 10 years ago. The Council indicated that they would like more flexibility in the definition of a standardized business to allow businesses that had a limit number of franchises. The Council indicated that they were not in favor of expanding the downtown business district at this time.

5. Consider future planning and development on W. Main Street.

Brian Jordan and Anna Hudson provided a report on future planning and development in the W. Main Street area that is due to the construction of the new hotel/conference center project in the near future. The Council indicated that they were supportive of the Mixed Use Zoning as an approach for managing the future development in this area.

6. Consider report and discussion on regulating alcohol sales in downtown area.

The Council discussed the increase in the number of businesses that are selling alcohol in the downtown area. This included a discussion on whether the City should consider an ordinance restricting the number of businesses serving alcohol. Following discussion, the consensus of the Council was to not consider any additional restrictions at this time.

7. Adjourn

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, to adjourn the Tuesday, September 18, 2018 City Council Retreat at 11:42 a.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING OCTOBER 1, 2018

Members Present:

Mayor Linda Langerhans
Council Member Charlie Kiehne
Council Member Jerry Luckenbach
Council Member Tom Musselman
Council Member Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Russell Immel, Information Technology Director
Steve Wetz, Police Chief
Andrea Schmidt, Parks & Recreation Director
Jennifer Krupa, Special Events Coordinator
Lea Feuge, Public Information Officer
Kris Kneese, Assistant Director of Public Works and Utilities
Evan Williamson, Engineering Tech
Shelley Goodwin, City Secretary

1. Pledge of Allegiance

Mayor Langerhans led the Pledge of Allegiance.

2. Call to Order

With all members of the City Council members present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, October 1, 2018, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

3. Employee Recognitions

Kent Myers, City Manager, stated he received the four following recognitions:

- Customer Services Card expressing the excellent and cheerful service he receives from Utilities; Doris Segner, Teresa Jenschke, and Brenda Crenwelge.
- Thank you from Larry Wertz complimenting the Phase 1 South Milam Project; Garrett Bonn.
- Thank you for the professional, courteous services Sgt. Seelig and EMS Captain Kowert demonstrated during a health care check.

- Thank you from Mark Wilkinson, Hill Country Medical Hospital, to Chief Bizzell, Fire Marshal Dave Wisniewski and the Fredericksburg Volunteer Firemen for the Emergency Management exercise held at the hospital.
- Introduction of Shelley Goodwin, City Secretary.

4. Public Comments

No one signed up to speak.

Mayor Langerhans announced she was pulling up Agenda Item 5. D.

G. Consider approval of awarding the Professional Services Agreement to Freese and Nichols, Inc. in connection with a Water Bond Project.

Kris Kneese, Assistant Director of Public Works and Utilities, provided a PowerPoint presentation on the project overview, tank locations, estimated cost, design and construction (see attached presentation). He stated for the three projects the estimated cost is \$19,316,727. He explained the proposed bidding process and the need for the Water Bond Project.

The City Council discussed the current water system, the effects to customers if the project is not done, and proposed line locations.

Clinton Bailey, Assistant City Manager/Director Public Works and Utilities, reviewed the current water line situation and the need for this project.

Kent Myers, City Manager, stated the City Bond Counsel has informed the him that a resolution will need to be adopted by City Council regarding the preliminary engineering work will be done now and the funds will be reimbursed out of the water bond. He stated the resolution for the reimbursement of the water bond and the Professional Services Agreement for 2018 Water Bond Projects will be on the October 15, 2018 City Council Regular Meeting.

5. Ordinances – Resolutions – Action Items

A. Consider approval of Ordinance 28-016 amending Chapter 20 - Offenses and Miscellaneous Provisions - of the Code of Ordinances, establishing regulations for camping in city parks.

Andrea Schmidt, Parks & Recreation Director, stated currently the City has no restrictions on when or where someone may camp in city parks. She stated this Ordinance will establish guidelines for camping in city parks in designated areas. She recommended the approval of Ordinance 28-016.

The City Council discussed the penalty in Section 1-6 clause in Sec. 20-3(e).

Daniel Jones, City Attorney, explained the penalty for violations are in the City Code under Chapter 1 General Provision Section 1-6.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, for the approval of Ordinance 28-016 amending Chapter 20 - Offenses and Miscellaneous Provisions - of the Code of Ordinances, establishing regulations for camping in city parks. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

B. Consider approval of Ordinance 28-017 establishing vendor fees for City sponsored special events, and to establish participant fees for City sponsored classes, camps, events and programs.

Jennifer Krupa, Special Events Coordinator, stated with the success of several City events, the Parks & Recreation Department intends to expand each event and include more activities. She stated this Ordinance will establish vendor and participant fees for City department special events.

The City Council discussed the definition of Novelty vendor, the need for vendor fees, and the deposit range.

Daniel Jones, City Attorney, explained the rule regarding the use of City property for profit.

Motion: A motion was made by Council Member Kiehne, seconded by Council Member Luckenbach, for the approval of Ordinance 28-017 establishing vendor fees for City sponsored special events, and to establish participant fees for City sponsored classes, camps, events and programs. The City Council voted four (4) for and one (1) opposed (Mayor Langerhans). The motion carried.

C. Consider approval of Ordinance 28-018 denying a proposed increase sought by Atmos Energy-Midtex Division in connection with the rate increase filing it made on about June 1, 2018; approving an alternative increase in rates; directing Atmos to file conforming tariffs and to reimburse the City's rate case expenses.

Kent Myers, City Manager, stated the City is part of the Atmos Texas Municipalities, which negotiated a much lower rate than the original requested rate. He stated the initial increase would increase Atmos revenues by \$46 million and the alternative increase would result in an increase in revenue of \$12.81 million. The changes in the cost of gas for the average residential bill will be a .76% increase and the commercial bill will be .22% decrease. He recommended the City Council approve Ordinance 28-018.

Motion: A motion was made by Council Member Musselman, seconded by Council Member Luckenbach, to approve Ordinance 28-018 denying a proposed increase sought by Atmos Energy-Midtex Division in connection with the rate increase filing it made on about June 1, 2018; approving an alternative increase in rates; directing Atmos to file conforming tariffs and to reimburse the City's rate case expenses. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

D. Consider approval of Ordinance 28-019 amending Article 5.000 of Appendix A – Fee Schedule, amending Article 5.500 of appendix A - Fee Schedule, and amending Article 6.000 of Appendix A – Fee Schedule, of the Code of Ordinances, to update and amend the fees for Permits and Administrative Service.

Brian Jordan, Development Services Director, stated this Ordinance is a result from the discussion held at the August 6, 2018, City Council Work Session. He stated most of these fees have not been updated in 4 or 5 years. He also stated if approved these fees will be effective November 1, 2018, which will allow staff time to meet with local contractors and builders.

The City Council discussed the increases, recouping the cost for services, and the technology fee.

Motion: A motion was made by Council Member Neffendorf, seconded by Council Member Kiehne, to approve Ordinance 28- 019 amending Article 5.000 of Appendix A – Fee Schedule,

amending Article 5.500 of appendix A - Fee Schedule, and amending Article 6.000 of Appendix A – Fee Schedule, of the Code of Ordinances, to update and amend the fees for Permits and Administrative Service. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

E. Consider approval of Ordinance 28-020 amending Chapter 17 – Fire Protection, of the Code of Ordinances, and amending Appendix A – Fee Schedule, of the Code of Ordinances, to establish Fees for Review and Inspection Services.

Brian Jordan, Development Services Director, stated the Fire Marshal is required to review plans and conduct inspections, which currently the City does not charge a fee for that service. He stated most cities charge for these services, so staff is recommending the approval of Ordinance 28-020 establishing these fees.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Musselman, to approve Ordinance 28-020 amending Chapter 17 – Fire Protection, of the Code of Ordinances, and amending Appendix A – Fee Schedule, of the Code of Ordinances, to establish Fees for Review and Inspection Services. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

F. Consider approval of awarding the Construction Contract of Phase 2 of the San Antonio Sewer Rehabilitation Project to Vaught Services, LLC in the amount not to exceed \$791,812.

Kris Kneese, Assistant Director of Public Works and Utilities, provided a PowerPoint presentation on project overview, project location, project construction, and Phase 2 cost and contract. He also explained the bid process used for the project. He stated the Contract for Phase 1 was awarded to Vaught Services, LLC., which will be completed soon, and the staff is recommending Phase 2 be awarded to Vaught Services, LLC. He stated by awarding the contract to Vaught Services, LLC. the City will save mobilization costs.

The City Council discussed the project, cost and pipe bursting methods being used.

Motion: A motion was made by Council Member Luckenbach, seconded by Council Member Kiehne, to approve awarding the Construction Contract of Phase 2 of the San Antonio Sewer Rehabilitation Project to Vaught Services, LLC in the amount not to exceed \$791,812. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

G. Consider approval of awarding the Professional Services Agreement to Freese and Nichols, Inc. in connection with a Water Bond Project.

Kris Kneese, Assistant Director of Public Works and Utilities, provided a PowerPoint presentation on the project overview, tank locations, estimated cost, design and construction. He stated for the three projects the estimated cost is \$19,316,727. He explained the proposed bidding process and the need for the Water Bond Project.

The City Council discussed the current water system, the effects to customers if the project is not done, and proposed line locations.

Clinton Bailey, Assistant City Manager/Director Public Works and Utilities, reviewed the current water line situation and the need for this project.

Kent Myers, City Manager, stated the City Bond Counsel has informed the him that a resolution will need to be adopted by City Council regarding the preliminary engineering work and that the funds will be reimbursed out of the water bond. He stated the resolution for the reimbursement of the water bond and the Professional Services Agreement for 2018 Water Bond Projects will be on the October 15, 2018 City Council Regular Meeting Agenda.

6. City Manager's Report

A. Annexation Update.

Kent Myers, City Manager, stated the City Council will receive a summary report next week on the voluntary annexations.

B. Hotel/Conference Center.

Kent Myers, City Manager, stated Dennis Murphree has informed him that their construction loan has been approved and they are hoping to break ground around Thanksgiving. He also stated Mr. Murphree has met with Boot Ranch regarding their hotel guest playing golf at their course.

C. Community Visioning Report

Kent Myers, City Manager, stated the review of the Community Visioning Report has been concluded and Lea Feuge is making the changes that were received. He stated once Ms. Feuge is finished with the changes, then the report will then go back to the Steering Committee.

D. Relief Route Task Force Meetings

Kent Myers, City Manager, thanked the City Council and citizens for attending the meetings held on September 18, 2018 at the Pioneer Museum and September 24, 2018 at the Fredericksburg High School. TxDOT will soon be reporting on all the comments they received at the two meetings. He stated he received a lot of positive feedback regarding the consultants.

Clinton Bailey, Assistant City Manager/Director Public Works and Utilities, stated these meetings provided a lot of good information and a lot of comments were received

7. Items for Future Agenda

Kent Myers, City Manager, reviewed the three upcoming proposed Ordinances for the October 15, 2018 City Council Regular Meeting.

Council Member Neffendorf requested that the Solid Waste Ordinance regarding trash cans be revisited. Council Member Musselman supported Council Member Neffendorf's request.

8. Council Comments - No discussion or action may take place.

Council Member Kiehne reported he attended a soccer game at the fields and it was great to see all the families enjoying the fields.

Mayor Langerhans reported on her trip to Oklahoma and her meeting with Comanche Tribal Chairman Wallace Coffey. She stated spoke to him about the 175th Anniversary of Fredericksburg and the possibility of him attending.

9. Adjourn

Motion: A motion was made by Council Member Kiehne, seconded by Council Member Luckenbach, to adjourn the Monday, October 1, 2018 City Council Regular Meeting at 7:22 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: October 9, 2018

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: : Ordinance to Change the zoning from R-2, Mixed Residential to C-1 Neighborhood Commercial, and change the Land Use Plan from Medium Density Residential to Commercial on approximately 10 acres on Friendship Lane, east of S. Washington Street

Summary:

The property is currently vacant undeveloped land located on the north side of Friendship Lane, approximately 650' east of S. Washington Street. Jennifer Schandua and Stuart Barron who have approximately 2.44 acres of the total 10 acres, filed an application to rezone their property to C-2 for the purpose of developing a commercial center, along with condos and townhomes. The remaining owners are Barbara Heinen and Penjay Properties Inc., who were not part of the original application and have stated they would rather be zoned C-1 than C-2. The Council held a public hearing regarding this change on September 17, 2018.

Recommendation:

The City Council voted unanimously to approve changing the Land Use Plan from Medium Density Residential to Commercial and the zoning from R-2 Mixed Residential to C-1 Neighborhood Commercial. Approval of the ordinances is recommended.

Background / Analysis:

Land uses surrounding this property include medical offices and a car wash to the west, commercial uses to the north, undeveloped land owned by the City to the east, and a hotel to the south. Surrounding zoning is C-2 to the west, north and south, and R-1 to the east. The Land Use Plan identifies the area at the intersection of S. Washington Street and Friendship Lane as a Commercial Center. The designation does include a portion of the subject property. The remaining portion of the property is designated as Medium Density Residential.

Attachments:

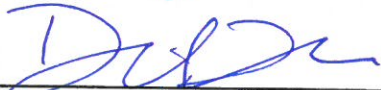
Ordinance for Zoning and Land Use Change



Department Approval



City Manager Approval



City Attorney Approval

ORDINANCE NO. 28-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING A CHANGE IN THE COMPREHENSIVE PLAN OF THE CITY OF FREDERICKSBURG; SPECIFICALLY IN THE LAND USE MAP AND COMPREHENSIVE PLAN AS TO PART OF OUTLOT NO. 28, SITUATED IN THE CITY OF FREDERICKSBURG, TEXAS; CHANGING SAID PROPERTY FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon adoption of the Comprehensive Plan for the City of Fredericksburg, the City Council recognized, as is required by such Plan, that such Plan is not static but must be re-evaluated in terms of physical, environmental, social, economic and public value factors which have occurred since the adoption of the Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Fredericksburg has re-evaluated such Plan and has recommended that such Plan be changed, and that the Land Use Plan be amended to reflect such changes in land use; and

WHEREAS, public hearings before the Planning and Zoning Commission and the City Council have been duly noticed and held regarding such proposed change as required by the City of Fredericksburg Zoning Ordinance; and

WHEREAS, the City Council has specifically found, following the public hearing, that such change is consistent with the objectives of the Comprehensive Plan of the City of Fredericksburg and that it would be in the best interests of the public that such change be made.

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

Section 1. That the Comprehensive Plan of the City of Fredericksburg is hereby amended to incorporate the certain change to the Land Use Plan as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, being approximately 9.8 acres and a part of Outlot No. 28, as said outlot is designated on the Map of Fredericksburg, Texas and Environs by the German Emigration Company, said parcels of land being more specifically described as:

- a) Part of that certain 2.556 acres of land found described and recorded in Volume 163, Page 185 of the Gillespie County deed records; and

b) All of that certain 2.556 acres of land referred to as tract (2) described in a partition deed found recorded in Volume 138, Pages 392-398 of the Gillespie County deed records; and

c) Part of that certain 4.872 acres of land referred to as tract (3) described in the said partition deed found recorded in Volume 138, Pages 392-298 of the Gillespie County deed records; and

said 9.8 acres of land being more particularly described as set forth in the legal description attached hereto as Exhibit A, and as additionally shown and designated on the map attached hereto as Exhibit B, are hereby designated as Commercial.

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Comprehensive Plan or to the Land Use Map shall henceforth refer to such as are amended hereby.

Section 3. That this Ordinance shall take effect upon the date of its passage.

PASSED AND APPROVED on this the ____ day of _____, 20____.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

APPROXIMATELY 9.8 ACRES OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF GERMAN EMIGRATION COMPANY OUTLOT NUMBER 28 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG, SAID 9.8 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

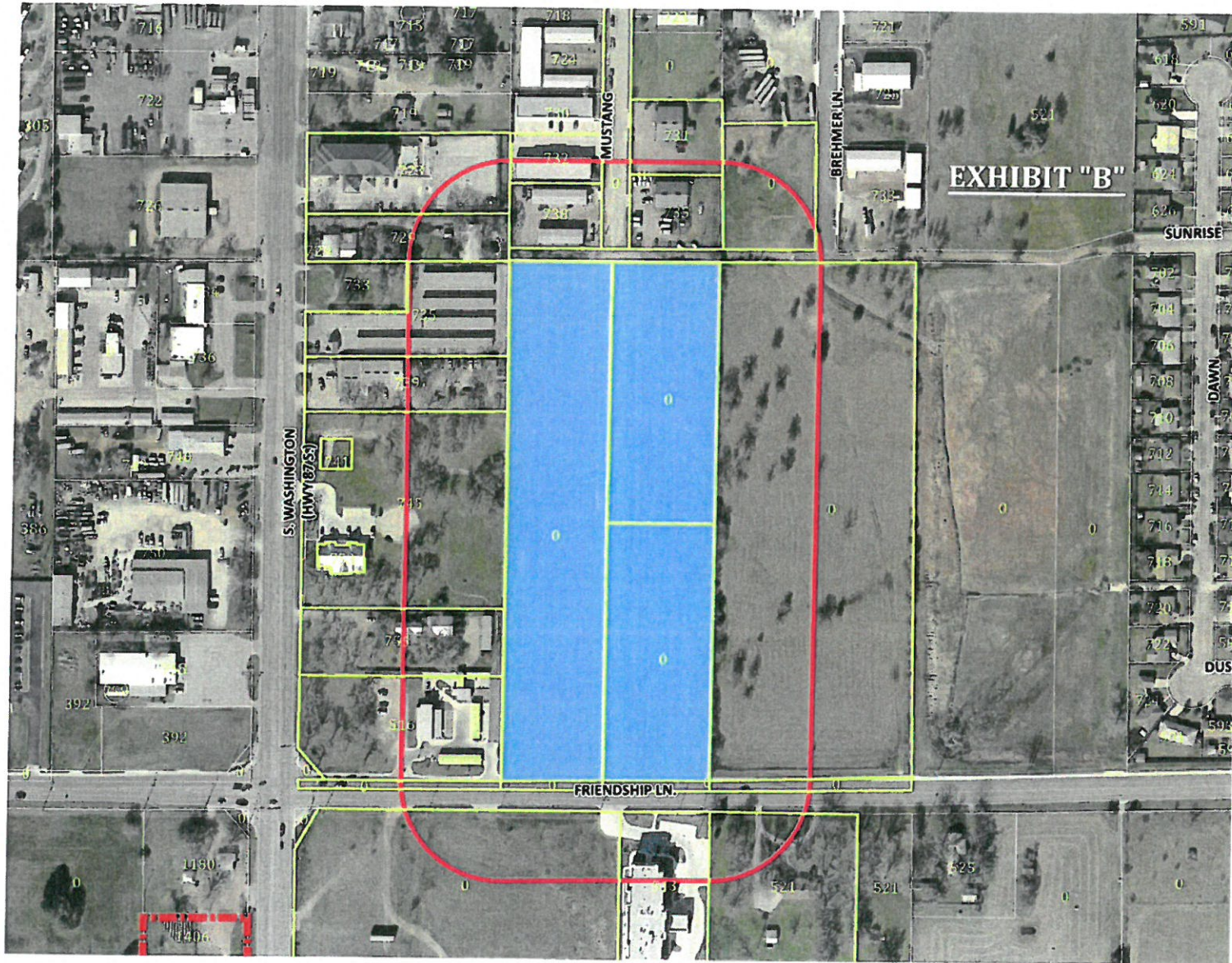
BEGINNING at the northeast corner of German Emigration Company Outlot Number 28, being also the northeast corner of that certain 2.556 acres of land referred to as tract (2) found described in a Partition Deed recorded in Volume 138, Pages 392-398 of the Gillespie County Deed Records. Said corner being also the northeast corner of this tract of land;

THENCE in a westerly direction along the north line of both Outlot Number 28 and the said 2.556 acres of land, at approximately 213 feet passing the northwest corner of the said 2.556 acres of land, being also the northeast corner of that certain 4.872 acres of land referred to as tract (3) found described in the said Partition Deed recorded in Volume 138, Pages 392-398, and then continuing along the north line of said Outlot Number 28, now being also along the north line of the said 4.872 acres of land, in all a total distance of approximately 416 feet to the northwest corner of both said Outlot Number 28 and the said 4.872 acres of land. Said corner being also the northwest corner of this tract of land;

THENCE in a southerly direction along the west line of both said Outlot Number 28 and the said 4.872 acres of land, a distance of approximately 1,025 feet, to the intersection of this line with the north line of Friendship Lane for the southwest corner of this tract of land;

THENCE in an easterly direction along the north line of Friendship Lane, being also the north line of that certain 0.10 acre of land found described and recorded in Instrument Number 20062908 of the Official Property Records of Gillespie County, at approximately 203 feet intersecting the east line of the said 4.872 acres of land and the west line of that certain 2.556 acres of land found described and recorded in Volume 163, Page 185 of the Gillespie County Deed Records, and then continuing along the north line of Friendship Lane, being now also along the north line of that certain 0.12 acre of land found described and recorded in Instrument Number 20063638 of the Official Property Records of Gillespie County, in all a total distance of approximately 416 feet to the intersection of this line with the east line of both said Outlot Number 28 and the said 2.556 acres of land, for the southeast corner of this tract of land;

THENCE in a northerly direction along the east line of both said Outlot Number 28 and the said 2.556 acres of land, at approximately 498 feet passing the northeast corner of the said 2.556 acres of land and the southeast corner of that certain 2.556 acres of land referred to as tract (2) described in a Partition Deed found recorded in Volume 138, Pages 392-398 of the Gillespie County Deed Records, and then continuing along the east line of said Outlot Number 28, being now also along the east line of the said 2.556 acres of land referred to as tract (2), in all a total distance of approximately 1,020 feet, to the Point of Beginning, and containing approximately 9.8 acres of land.



ORDINANCE NO. 28-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND CHANGING THE ZONING DISTRICT AS TO PART OF OUTLOT NO. 28, SITUATED IN THE CITY OF FREDERICKSBURG, TEXAS; CHANGING SAID PROPERTY FROM R-2 MIXED RESIDENTIAL TO C-1 NEIGHBORHOOD COMMERCIAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for Rezoning has been submitted by an owner of property located within Outlot No. 28 to the City of Fredericksburg, Texas, to change the present zoning district of a portion of Outlot No. 28, from R-2 Mixed Residential to C-1 Neighborhood Commercial; and

WHEREAS, public hearings before the Planning and Zoning Commission and the City Council of the City of Fredericksburg have been duly noticed and held regarding such application, as required by the City of Fredericksburg Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission has determined that such zoning change is in conformity with the uses established by the Comprehensive Land Use Plan of the City of Fredericksburg and is consistent with the objectives of the City of Fredericksburg Zoning Ordinance, and has recommended to the City Council of the City of Fredericksburg, based upon positive findings under the review and evaluation criteria established by such ordinance, that the rezoning be enacted; and

WHEREAS, the City Council has specifically found, following public hearing, that such change is consistent with the objectives of the City of Fredericksburg Zoning Ordinance and Comprehensive Land Use Plan of the City of Fredericksburg and there has not been a protest against rezoning signed by owners of twenty per cent (20%) or more either of the area of the property included in the zoning request, or of the area of the property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That the zoning ordinance of the City of Fredericksburg is hereby amended to incorporate the certain change in zoning district as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, being approximately 9.8 acres and a part of Outlot No. 28, as said Outlot is designated on the Map of Fredericksburg, Texas and Environs by the German Emigration Company, said parcels of land being described as:

a) Part of that certain 2.556 acres of land found described and recorded in Volume 163, Page 185 of the Gillespie County deed records; and

b) All of that certain 2.556 acres of land referred to as tract (2) described in a partition deed found recorded in Volume 138, Pages 392-398 of the Gillespie County deed records; and

c) Part of that certain 4.872 acres of land referred to as tract (3) described in the said partition deed found recorded in Volume 138, Pages 392-298 of the Gillespie County deed records; and

said 9.8 acres of land being more particularly described as set forth in the legal description attached hereto as Exhibit A, and as additionally shown and designated on the map attached hereto as Exhibit B, to be and are hereby rezoned and designated as C-1 Neighborhood Commercial.

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

Section 3. That this Ordinance shall take effect upon the date of its passage.

PASSED AND APPROVED on this the ____ day of _____, 20____.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

APPROXIMATELY 9.8 ACRES OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF GERMAN EMIGRATION COMPANY OUTLOT NUMBER 28 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG, SAID 9.8 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

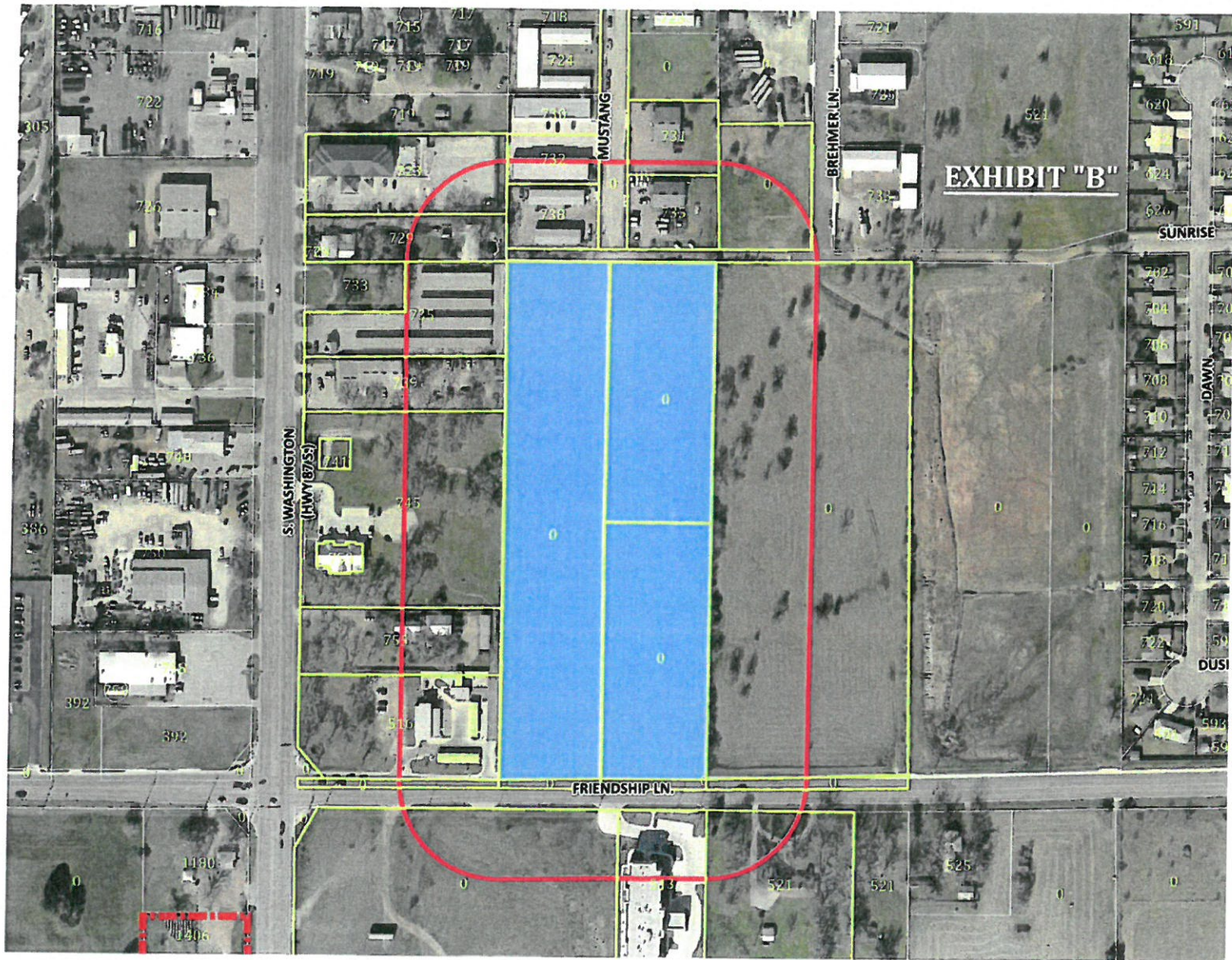
BEGINNING at the northeast corner of German Emigration Company Outlot Number 28, being also the northeast corner of that certain 2.556 acres of land referred to as tract (2) found described in a Partition Deed recorded in Volume 138, Pages 392-398 of the Gillespie County Deed Records. Said corner being also the northeast corner of this tract of land;

THENCE in a westerly direction along the north line of both Outlot Number 28 and the said 2.556 acres of land, at approximately 213 feet passing the northwest corner of the said 2.556 acres of land, being also the northeast corner of that certain 4.872 acres of land referred to as tract (3) found described in the said Partition Deed recorded in Volume 138, Pages 392-398, and then continuing along the north line of said Outlot Number 28, now being also along the north line of the said 4.872 acres of land, in all a total distance of approximately 416 feet to the northwest corner of both said Outlot Number 28 and the said 4.872 acres of land. Said corner being also the northwest corner of this tract of land;

THENCE in a southerly direction along the west line of both said Outlot Number 28 and the said 4.872 acres of land, a distance of approximately 1,025 feet, to the intersection of this line with the north line of Friendship Lane for the southwest corner of this tract of land;

THENCE in an easterly direction along the north line of Friendship Lane, being also the north line of that certain 0.10 acre of land found described and recorded in Instrument Number 20062908 of the Official Property Records of Gillespie County, at approximately 203 feet intersecting the east line of the said 4.872 acres of land and the west line of that certain 2.556 acres of land found described and recorded in Volume 163, Page 185 of the Gillespie County Deed Records, and then continuing along the north line of Friendship Lane, being now also along the north line of that certain 0.12 acre of land found described and recorded in Instrument Number 20063638 of the Official Property Records of Gillespie County, in all a total distance of approximately 416 feet to the intersection of this line with the east line of both said Outlot Number 28 and the said 2.556 acres of land, for the southeast corner of this tract of land;

THENCE in a northerly direction along the east line of both said Outlot Number 28 and the said 2.556 acres of land, at approximately 498 feet passing the northeast corner of the said 2.556 acres of land and the southeast corner of that certain 2.556 acres of land referred to as tract (2) described in a Partition Deed found recorded in Volume 138, Pages 392-398 of the Gillespie County Deed Records, and then continuing along the east line of said Outlot Number 28, being now also along the east line of the said 2.556 acres of land referred to as tract (2), in all a total distance of approximately 1,020 feet, to the Point of Beginning, and containing approximately 9.8 acres of land.





CITY COUNCIL MEMO

DATE: October 9, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Waiver of Impact Fees-Affordable Housing

Summary:

The City Attorney previously prepared a memo for the Council that summarized two different options for providing a waiver of impact fees for the building of affordable housing. Based upon input from the City Council, the attached ordinance for waiver of impact fees has been prepared for your consideration.

Recommendation:

It is recommended that this ordinance be approved so that we can offer this incentive to local builders that want to develop affordable housing at the selling price established by Federal law.

Background / Analysis:

Recently the City Council discussed several different ways that the City could help support the development of affordable housing. Several months ago, the Council approved the City extending utilities to a new subdivision that will include affordable housing. The other incentive that was discussed at the time is for the City to consider the waiver of impact fees for affordable housing. The City offered this incentive several years ago. We did not have any builder take advantage of these fee waivers at the time and the ordinance expired in 2016.

The City Attorney has prepared the attached ordinance in accordance with Federal law. This law states that "affordable housing" is defined as homes with an initial purchase price that does not exceed 95% of the median purchase price for the area. That value is currently about \$240,000. If the ordinance is approved, we would offer this waiver to any builder constructing homes that meet this purchase price. If the fee waiver is granted and the builder subsequently does not sell the home at or below this value, the City will take steps to recover this fee.

Attachments:

Fee Waiver Ordinance


Department Approval


City Manager Approval

ORDINANCE NO. 28-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE X. OF CHAPTER 5 – BUILDING AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES, ESTABLISHING A WAIVER OF IMPACT FEES FOR AFFORDABLE HOUSING.

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

Section 1. That Section 5-291, entitled “Payment of fees for affordable housing—Single family residential”, of Chapter 5 – “Building and Building Regulations”, of the Code of Ordinances, is amended by deletion of Section 5-291 in its entirety, and the following substituted therefore:

Sec. 5-291. – Waiver of impact fees for affordable housing.

- (a) The City may waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If a waiver is granted under this Section, and affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the City may assess an impact fee against the service unit at any time during the development approval or building process or after the building process, if an impact fee was not already assessed.
- (b) An application for a waiver under this Section must be submitted to the City on a form promulgated by the Director of Development Services. All applications submitted under this Section shall include copies of documentary evidence to establish that the service unit will qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed.

{End of code text}

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

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall become effective ten (10) days after the date of passage.

PASSED AND APPROVED on this the ____ day of _____, 20____.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



CITY COUNCIL MEMO

DATE: October 8, 2018

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Payment of Engineering Services-Utility Bond Project

Summary:

The City Council needs to adopt the attached resolution indicating our intent to use proceeds from the Utility Bond financing to pay for engineering services for the water improvements.

Recommendation:

It is recommended that the attached resolution be approved.

Background / Analysis:

At the last City Council meeting, a proposal was considered for engineering services for the Utility Bond project. It is our intent to pay for these services from the proceeds of the bond financing. Our Bond Counsel has advised us that a resolution is required to state this intent before the contract for engineering services is approved.

Attachments:

Proposed Resolution


Department Approval


City Manager Approval

 NORTON ROSE FULBRIGHT

October 2, 2018

Via E-Mail

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
United States

Mr. Kent Myers
City Manager
City of Fredericksburg, Texas
126 West Main Street
Fredericksburg, Texas 78624

W. Jeffrey Kuhn
Partner
Direct line +1 210 270 7131
w.jeffrey.kuhn@nortonrosefulbright.com

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

Re: City of Fredericksburg, Texas Utility System Revenue Bonds, Series 2018

Dear Kent:

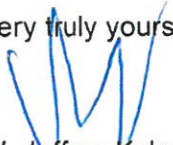
I enclose as Exhibit A to this letter the agenda item to be utilized in preparing the agenda for the October 15, 2018 regular meeting of the City Council. Thank you for coordinating with City Secretary to ensure that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motion for this item.

I also enclose a draft copy of the Reimbursement Resolution for inclusion in the City Council's agenda packets. Please send any comments to this Reimbursement Resolution to me as soon as possible so that it may be finalized.

Lastly, I enclose Exhibit A and Exhibit B in Word format for your convenience.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,



W. Jeffrey Kuhn

WJK/jcq

Enclosures

cc: Mr. Clinton Bailey (City of Fredericksburg, Texas)
Mr. Kris Kneese (City of Fredericksburg, Texas)
Ms. Shelley Britton (City of Fredericksburg, Texas)
Mr. Daniel Jones (City of Fredericksburg, Texas)
Mr. Dan Wegmiller (Specialized Public Finance Inc.)
Mr. Clay Binford (Firm)
Ms. Stephanie V. Leibe (Firm)
Mr. Adam C. Harden (Firm)

Agenda Packet Page 48

Kent Myers
October 2, 2018
Page 2

^NORTON ROSE FULBRIGHT

Mr. Arnold Cantu III (Firm)
Ms. Lauren N. Ferrero (Firm)
Mr. John D. Hall (Firm)
Mr. Matthew A. Lee (Firm)

EXHIBIT A

CONSIDERATION AND APPROVAL OF A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

EXHIBIT B

I MOVE TO ADOPT A REIMBURSEMENT RESOLUTION

RESOLUTION NO. 2018-01R

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Fredericksburg, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) designing, acquiring, purchasing, constructing, improving, extending, renovating, enlarging, equipping, or repairing the City's utility system (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$18,200,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 15th day of October, 2018.

CITY OF FREDERICKSBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Kris Kneese, P.E. – Assistant Director of Public Works and Utilities

SUBJECT: Professional Services Agreement for 2018 Water Bond Projects

Summary:

As part of the fiscal year 2019 budget discussion, the City Council approved recommendations by City Staff for water system improvements projects. The associated funding in the form of Water Revenue Bonds will be considered by Council at a regular City Council meeting in November 2018. Approved funding would be utilized for construction of the following Water System Project:

- (1) The construction of a new 1,000,000 gallon ground storage tank at Cross Mountain.
- (2) The construction of a new 1,000,000 gallon ground storage tank at North Tank.
- (3) The construction of a new 1,000,000 gallon ground storage tank, pump station and water transmission main out HWY 290 East to connect the Knauth Well Field to Fredericksburg.

Preliminary design and construction cost estimates for these projects is in the amount of \$19,316,727.

Recommendation:

City Engineering Staff recommends approval of the Professional Services Agreement with Freese and Nichols, Inc. to perform professional services as outlined in the "Scope of Services" of the attached agreement which includes basic and non-basic services consisting of preliminary and final professional engineering design, surveying, project bid and construction coordination, system modeling, geotechnical investigation, and tank, pipeline and pump station inspection for the City's proposed water system improvements projects for a lump sum fee of **\$1,893,890**.

Background / Analysis:

In 2017, Freese and Nichols completed the City's Water Master Plan which included a detailed analysis of the City's water distribution system infrastructure and recommendations for a number of capital improvements projects including several that would be designed and constructed under this proposed agreement. Because of their experience and familiarity with the City's water distribution system, City Staff requested that Freese and Nichols develop a draft contract proposal for providing professional services including the preliminary and final engineering design and construction management for the City's proposed 2018 Water Bond Projects. After review and deliberation of the draft contract submittal by City Staff, Freese and Nichols prepared and submitted a revised Professional Services Agreement which staff is recommending for approval by the City Council.

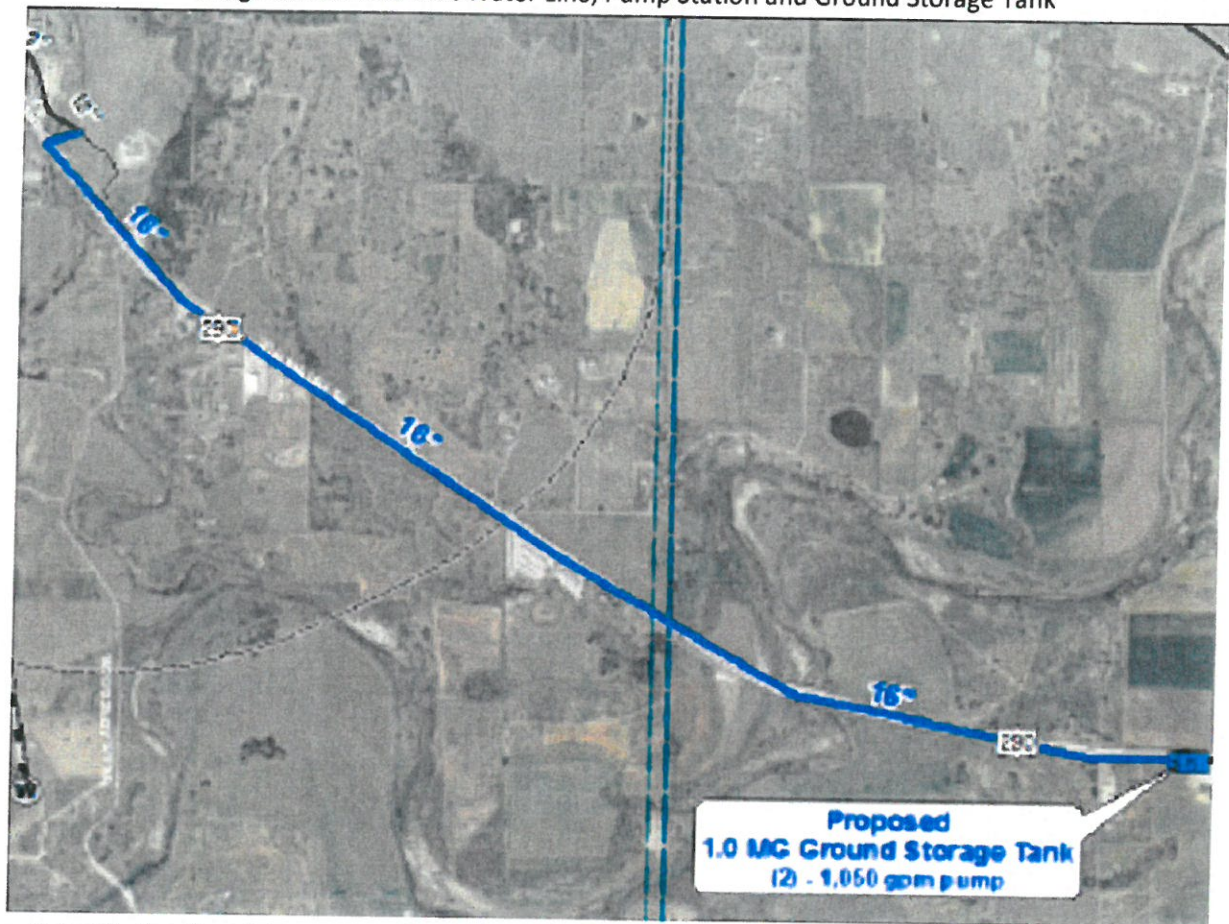
The following Water System Projects were identified as part of the part of the 2018 Water Revenue Bond Project:

- (1) The construction of a new 1,000,000 gallon ground storage tank at Cross Mountain. The current 1,000,000 gallon ground storage tank at Cross Mountain is a welded steel tank, which has an average paint cycle of approximately 15 years. With the city's water system operation of the Cross Mountain ground storage tank, the tank cannot be isolated to perform the needed interior and exterior coatings rehabilitation. Therefore, as recommended in the Water Master Plan, an additional ground storage tank will be construction next to the existing tank to allow for the required tank maintenance.
- (2) The construction of a new 1,000,000 gallon ground storage tank at North Tank. Similar to the Cross Mountain Tank, the current 1,000,000 gallon ground storage tank known as the North Tank, located at Boot Ranch, is a welded steel tank, which has an average paint cycle of approximately 15 years. With the city's water system operation of the North ground storage tank, the tank cannot be isolated to perform the needed interior and exterior coatings rehabilitation. Therefore, as recommended in the Water Master Plan, an additional ground storage tank will be construction next to the existing tank to allow for the required tank maintenance.
- (3) The construction of a new 1,000,000 gallon ground storage tank, pump station and water transmission main out HWY 290 East to connect the Knauth Well Field to Fredericksburg. The City's current "bottle neck" in the water distribution system is pumping the water to Fredericksburg through the 2 – 16 inch water transmission mains. Along with the proposed water transmission main project, the new tank and pump station will provide redundancy to pump the water from the Knauth Well Field to Fredericksburg. Below are a couple of maps showing the approximately location of the proposed pipeline along HWY 290 East. Note that the location of the ground storage tank and pump station have not been finalized. The location of this infrastructure will be determined during the preliminary design phase of the project.

The City of Fredericksburg

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

Image 1: HWY 290 East Water Line, Pump Station and Ground Storage Tank

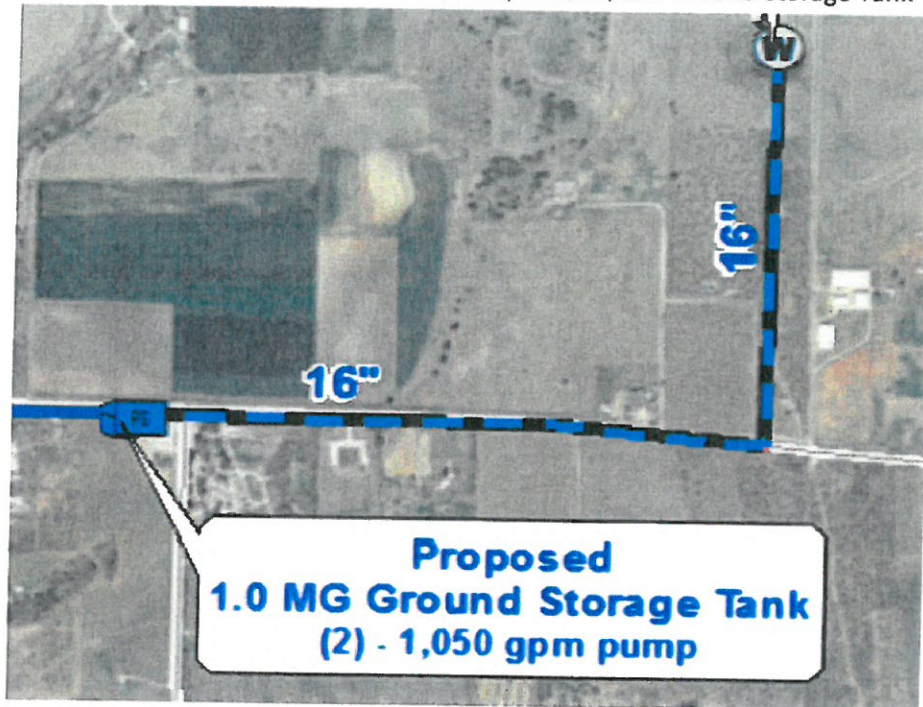


Note: The location of the pump station and ground storage tank have not been finalized. The location will be determined during the preliminary design and engineering phase of the project.

The City of Fredericksburg

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

Image 2: HWY 290 East Water Line, Pump Station, and Ground Storage Tank



Note: The location of the pump station and ground storage tank have not been finalized. The location will be determined during the preliminary design and engineering phase of the project.

Preliminary cost estimates for these projects, according to the 2016 Water Master Plan completed by Freese and Nichols, total an amount of around \$19,316,727. This cost estimate includes, engineering, design, surveying and construction. As discussed with City Council, a revenue bond will be issued in November 2018 to fund the professional services and construction of these projects.

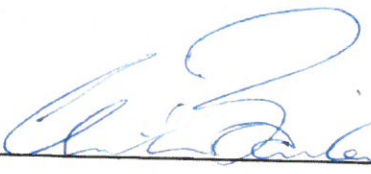
According to the proposed professional services agreement, the design and engineering of the Cross Mountain and North Tanks will be completed in approximately 8 months, while the design and engineering of the HWY 290 East water line, pump station and ground storage tank projects will take approximately 11 to 12 months to complete.

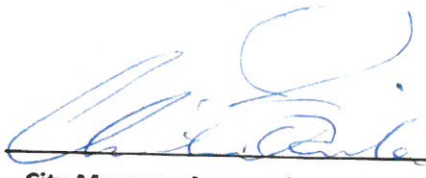
Attachments:

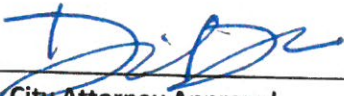
- Freese and Nichols Agreement for Professional Services

The City of Fredericksburg

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



Department Approval

City Manager Approval

City Attorney Approval

The City of Fredericksburg

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

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Fredericksburg, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: Water System Improvement Projects 3, 4, 11, and 12 from the City Water Master Plan.
- II. **SCOPE OF SERVICES:** FNI shall provide professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of **\$1,893,890**.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 2018.

ATTEST:

City of Fredericksburg, Texas
(OWNER)

By: _____

Print or Type Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By: *Joh New*

Joh New, P.E.

Vice President

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Background and Scope of Work

The scope of work consists of the following:

- A. Capital Improvements Program (CIP) Project 3: Cross Mountain Tank Improvements - This project consists of the addition of one new 1.0 million gallon ground storage tank and associated piping at the Cross Mountain Tank site.
- B. CIP Project 4: North Tank Improvements - This project consists of the addition of one new 1.0 million gallon ground storage tank and associated piping at the North Tank site
- C. CIP Project 11: 16-inch water line from the Proposed Pump Station (Project 12) to the existing 12-inch water line at University Center. The pipe line is approximately 18,000 feet, with length dependent on the location of the Proposed Pump Station.
- D. CIP Project 12: New pump station with 2 – 1,050 gpm pumps, one 1.0 million gallon ground tank and 16-inch water line from the Knauth Well Field to the Proposed Pump Station. The pipe line is approximately 9,000 feet, with length dependent on the location of the Proposed Pump Station.

Project Assumptions

- A. General
 - 1. Any Record Drawings for the existing tank sites or for any utilities being impacted by the proposed improvements will be provided to FNI by the OWNER.
 - 2. Construction contract documents will be FNI standard (EJCDC 2007) and Technical specifications will be FNI standard provided in CSI 2004 format. FNI will review the City standards and incorporate any City specific requirements into the project documents.
 - 3. The projects will be separated into three separate bid packages as indicated:
 - a. Bid Package 1 will be for Project 3 Cross Mountain Tank and Project 4 North Tank.
 - b. Bid Package 2 will be for Project 11 16-inch water main and Project 12 16-inch water main for a total length of 27,000 feet.
 - c. Bid Package 3 will be for Project 12 the new pump station and 1.0 MG Tank.
 - 4. Projects will be design-bid-build and alternative delivery will not be utilized.
 - 5. Scope does not include material testing.
 - 6. Scope does not include IBC Chapter 17 special inspections.
- B. Cross Mountain Tank Improvements and North Tank Improvements
 - 1. The rehabilitation of the existing Cross Mountain and North Tanks, improvements to the existing pump stations or existing sites are not included in this scope.
 - 2. No improvements to underground or above ground piping are anticipated or included, except as required to make tie-ins to proposed tank.
 - 3. Cathodic protection systems will be specified by a performance-based specification with design provided by the Contractor.
 - 4. No improvements to the roadway, drainage, etc. is anticipated or included within this scope. This includes any evaluation or off-site improvements for tank overflow discharge.
 - 5. No improvements to any chemical feed systems are anticipated or included.
- C. 16-inch Water Main Improvements
 - 1. Cathodic protection systems for pipeline will not be required.
 - 2. The route for the water line will generally follow US Highway 290.

SC-1

 FNI _____
 OWNER _____

3. Metes and bounds exhibit preparation for pipeline placed outside of TxDOT ROW will be an additional service.

D. Proposed Pump Station

1. Pump station building will not have bathrooms.

Contract Services

Freese and Nichols, Inc. (FNI) has been selected to provide design, bid and construction phase services for the projects indicated above. The OWNER desires to proceed with the Preliminary Design, Final Design, Bid and Construction Phases for these projects; the subject of this Agreement for Professional Services.

ARTICLE 1 - Cross Mountain Tank and North Tank

After authorization from the OWNER, FNI shall proceed with the Services as described below. FNI will provide monthly progress reports and schedule updates to the OWNER. FNI shall render the following professional services in connection with the development of the Project:

FNI shall coordinate internally and also with the OWNER for successful Preliminary Design, Final Design, Bid and Construction Phase(s) initiation, planning, execution, monitoring/controlling and closeout. FNI shall manage Preliminary Design Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

1. Consult with the OWNER: (1) to review the scope of services, (2) to verify the OWNER's requirements for the Project, and (3) to review available data.
2. Advise the OWNER as to the necessity of the OWNER's providing or obtaining data or services from others and assist the OWNER in connection with any such services.
3. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Study and Report Phase.
4. Develop a project Quality Assurance/Quality Control (QA/QC) Program.
5. Provide internal QA/QC reviews of all Phase deliverables.

Task 1 – Preliminary Design Phase

- A. Provide schematic site layouts for proposed ground storage tanks and associated piping improvements.
- B. FNI will provide a Preliminary Engineer's Opinion of Probable Cost (EOPC) of improvements including any alternatives.
- C. Meetings, FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:
 1. Attend one (1) project kick-off meeting.
 2. Attend one (1) project site evaluation associated with the design of the project improvements. This will also serve as a progress meeting with the OWNER.
 3. Attend a maximum of one (1) review workshop to review the OWNER's comments on the Schematic layouts for the tanks and pipeline.
- D. Deliverables, FNI will provide copies of reports and other data to the OWNER as indicated:
 1. Agendas and Meeting Minutes for all meetings – one (1) electronic copy
 2. Schematic Layouts of the proposed tank placement and proposed yard piping.

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FNI _____
OWNER _____

Task 2 – Survey Services

- A. Cross Mountain Tank Site
 - 1. Perform topographical survey of the existing tank site from the fence lines inward and an additional 300'x100' outside of the fence.
 - 2. Obtain elevations of the top of foundation for the existing tank, overflow elevation (coordination with OWNER required for climbing the tank), top of the tank elevations at the roof to wall connection and at the center of the existing tank.
- B. North Tank Site
 - 1. Perform topographical survey of the existing tank site from the property lines inward (approximately 8 acres).
 - 2. Scope includes obtaining elevations of the top of foundation for the existing tank, overflow elevation (coordination with Owner required for climbing the tank), top of the tank elevations at the roof to wall connection and at the center of the existing tank.

Task 3 – Texas Historic Commission (THC) Coordination:

- A. The Texas Historical Commission Chapter 26 “Rules of Practice and Procedure for the Antiquities Code of Texas”, Section 26.11 (1) “Project Notification”, requires that “...public agencies shall notify the commission before groundbreaking on public land or construction projects that could take, alter, damage, destroy, salvage, or excavate archeological sites, historical structures, designated historic districts, or other cultural resources or landmarks...”. FNI will perform a desktop analysis and prepare a coordination letter for the two projects. Subsequent cultural resources field survey is not included in this scope of work.

Task 4 – Final Design Phase

After the OWNER has accepted the information provided in the Preliminary Design Phase and has issued written authorization to proceed with the Final Design Phase, FNI shall provide professional services in this phase as follows:

- A. FNI will coordinate internally and also with the OWNER for Phase initiation, planning, execution, monitoring/controlling and closeout. FNI will manage Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
 - 1. Advise the OWNER of need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by FNI.
 - 2. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Design Phase.
 - 3. Provide updated design schedule.
 - 4. Provide internal QA/QC reviews of all Design Phase Deliverables.
- B. The design for the Cross Mountain Tank includes:
 - 1. Site grading
 - 2. Changes to site fencing
 - 3. Yard piping to connect proposed tank to existing water system
 - 4. 1.0 MG ground storage tank and appurtenances
 - 5. If needed, relocation of wastewater service line to park bathroom

SC-3

FNI _____
OWNER _____

- C. The design for the North Tank includes:
 - 1. Site grading
 - 2. Yard piping to connect proposed tank to existing water system
 - 3. 1.0 MG ground storage tank and appurtenances
- D. 60% and 90% Design submittals will include:
 - 1. Prepare 60% and 90% complete project drawings and specifications.
 - 2. Prepare 60% and 90% EOPC.
 - 3. Provide a written response to all review comments provided by the OWNER.
- E. Meetings

Attend two (2) workshops (60% and 90%) to review the OWNER's comments on Design Phase deliverables.
- F. 100% Design
 - 1. Prepare 100% complete project drawings and specifications, signed and sealed for project bid purposes.
 - 2. Prepare 100% EOPC
 - 3. Prepare TCEQ coordination and provide project submittal.
- G. Deliverables
 - 1. Agendas and Meeting Minutes for all meetings – one (1) electronic copy
 - 2. 60%, 90% and 100% EOPC – one (1) electronic copy by e-mail
 - 3. 60%, 90% and 100% Construction Plans – one (1) electronic copy downloadable by ftp, four (4) sets of standard 11x17 “half-size” bound plans
 - 4. 60%, 90% and 100% Technical Specifications – one (1) electronic copy downloadable by ftp and four (4) hard copies

Task 5 – Geotechnical Engineering Services

- A. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected at each tank site.
- B. Visit the tank sites before drilling to select locations for exploratory borings. Geotechnical Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. If any clearing is required FNI will notify the OWNER and clearing will be an additional service.
- C. The Geotechnical Engineer will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- D. Subcontract with a drilling contractor to drill exploratory borings for the each of the proposed GST according to the schedule provided below. The boring depths are intended to provide a 15- to 30-foot profile of the bedrock below the GST and may be adjusted based on in situ conditions to achieve this penetration.
 - 1. For each Ground Storage Tank: Four (4) borings to a depth of 30 feet around the tank perimeter and one (1) boring to a depth of 60 feet below existing grade near the center of the tank. Total number of borings will be ten (10).
 - 2. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected

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FNI _____
OWNER _____

- using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
3. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 4. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- E. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.
- F. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- G. The Geotechnical Engineer will select samples for laboratory testing, assign tests, and review the test results.
- H. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 2. Moisture content
 3. Unit dry weight
 4. Unconfined compressive strength of soil and rock
 5. One-dimensional swell
- I. The Geotechnical Engineer will perform the geotechnical engineering analysis and prepare a technical memorandum. The technical memorandum will include the following:
1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 3. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 4. General discussion of expected construction related issues.
 5. Earthwork related recommendations for use during development of plans and specifications.
- J. Submittals will include an electronic PDF copy of the technical memorandum.

Task 6 – Bid Phase Services

Upon completion of the design services, and approval of Design Phase drawings and specifications by the OWNER, FNI shall proceed with the performance of services in this phase. FNI shall provide professional services in this phase as follows:

- A. Advise the OWNER of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by the FNI.

- B. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for Bid Phase.
- C. FNI will attend the Pre-bid Conference and Site Meeting (both Cross Mountain Tank site and North Tank site).

Pre-Bid Conferences to be administered by the OWNER. FNI will assist the OWNER with preparation of agenda, provide the OWNER with meeting notes, and coordinate conference responses with the OWNER. Written responses to issues identified at the pre-bid conference will be in the form of addenda issued after the conference.

- D. FNI will assist the OWNER by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
- E. FNI will assist the OWNER in the opening and analyzing of the bids received for each of the two projects. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references. Recommend award of contract or other actions as appropriate to be taken by the OWNER in the form of a Letter of Recommendation.
- F. FNI will conform the construction documents by incorporating all addenda items into the plans and specifications.

Task 7 – Construction Phase Services

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.

- A. FNI will assist the OWNER in conducting the Pre-Construction Meeting and prepare meeting minutes.
- B. FNI attend the following Construction Site Visits/Construction Progress Meetings appropriate to the stage of construction to the site and when requested by OWNER, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the 8 site visits/meetings are an additional service.
- C. Punchlist Meeting: Conduct, in company with the Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. FNI will provide the following punch list meetings/site visits:

1. Punchlist meeting for the Cross Mountain Tank Improvements

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FNI _____
OWNER _____

2. Punchlist meeting for the North Tank Improvements

D. Warranty Site Visit: Conduct, in company with the Owner's representative, a review of the Project for performance prior to the end of the warranty period. If the tank(s) are unable to be drained then review of the interior of the tank will be completed as accessible from the interior ladder. The following visits will be made:

1. Warranty visit for the Cross-Mountain Tank Improvements
2. Warranty visit for the North Tanks Improvements

FNI will prepare a list of deficiencies to be corrected by the Contractor. Verification that all deficiencies were addressed is not included within this scope.

- E. Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals, including, requests for information, shop drawings, schedules, and other submittals in accordance with the requirements of the construction Contract Documents for the projects.
- F. Assist Owner in negotiating with the Contractor to determine the cost and time impacts of changes to construction documents.
- G. Prepare documentation for contract modifications required to implement modifications in the design of the project unless there is a change in project scope. Project design changes due to a change in project scope will be an additional service.
- H. Notify Owner of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- I. Interpret the drawings and specifications for Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- J. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) Full size bond sets of prints of "Record Drawings" shall be provided by FNI to the Owner.

ARTICLE II: - 16-inch Water Main Improvements

Task 1 – Preliminary Design Phase

- A. Conduct a site visit to evaluate up to three (3) the pipeline alignments along the Highway 290 route.
- B. Evaluate the feasibility of the potential alignments, design and construction schedule, and probable construction costs associated with this alternative.
- C. Evaluate the impact of new water transmission main on existing utilities, streets, highways, driveways, traffic, and determine route, appurtenances, and permanent and construction easement requirements.
- D. Prepare a preliminary alignment study memorandum with a schematic layout of a maximum of three alternative water main alignments with appropriate exhibits to indicate the recommended alignment to OWNER, assessing transmission line hydraulics, pipe material alternatives, recommended permanent and temporary construction easement requirements, feasibility and impacts, final design criteria, updated design and construction schedule and setting forth FNI's opinions of probable construction costs for the Project.
- E. Furnish three (3) copies of the memorandum and present and review the preliminary design in person with OWNER.
- F. Meetings, FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:
 1. Attend one (1) project site evaluation associated with the design of the project improvements. This will also serve as a progress meeting with the OWNER.
 2. Attend a maximum of one (1) review workshop to review the OWNER's comments on the Schematic layouts for the pipeline.
- G. Deliverables, FNI will provide copies of reports and other data to the OWNER as indicated:
 1. Agendas and Meeting Minutes for all meetings – one (1) electronic PDF copy
 2. Preliminary alignment study memo three (3) hard copies and one (1) electronic PDF copy

Task 2 – Environmental Services

As part of environmental regulatory compliance of the proposed project, FNI will perform an environmental evaluation that will include a desktop survey and a field effort. Resulting information will be summarized in a technical memorandum. Specifically, we will evaluate the project with regards to the following:

- Section 404 of the Clean Water Act – US Army Corps of Engineers (USACE)
- Endangered Species Act – US Fish and Wildlife Service (USFWS)
- National Historic Preservation Act and/or State Antiquities Code – Texas Historical Commission (THC)

The following information provides more details on steps taken to evaluate project environmental regulatory compliance:

- A. **Desktop Surveys:** Prior to performing field surveys, FNI will perform a desktop survey to evaluate potential environmental constraints for the project area; we will review various publicly-available data, including (but not limited to) US Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, literature on life history and previously-recorded occurrence data of federally-listed species, Texas Parks and Wildlife Department (TPWD) and USFWS county lists of potentially-occurring protected species, TPWD's Natural Diversity Database, Natural Resource Conservation Service (NRCS) county soil maps, US Geological Survey (USGS) 7.5-minute topographic maps,

USGS National Hydrography Dataset (NHD), Texas Historical Commission's Atlas data for previously-recorded cultural resources and historic properties, Federal Emergency Management Agency (FEMA) floodplain maps, and recent and historic aerial imagery.

- B. Field Survey: Following the desktop surveys FNI will perform a field effort that will include a delineation of waters of the US (WOTUS) and a habitat assessment for federally-listed species. We will use a sub-meter accuracy GPS unit to map all potentially regulated waters, including wetlands. Methods will follow the 1987 USACE Wetland Delineation Manual, and the Great Plains Regional Supplement. Wetland Determination Data Forms (WDDFs) will be produced for any potential wetlands mapped during this effort. Resulting information will be included in the technical memorandum. It is assumed that property access would be provided.
- C. Section 404 Permitting Evaluation: A USACE Section 404 permit is required for activities that result in the discharges of fills within WOTUS. During the desktop analysis and field effort, FNI will identify potential WOTUS within the project areas. It is assumed that a Nationwide Permit (NWP) without a Pre-Construction Notification would apply to the proposed project, and this would be confirmed with surveys and documented in the technical memorandum. No permit applications or USACE coordination is included with this scope.
- D. Federally-listed Species and Endangered Species Act: The desktop effort will include file reviews pertaining to federally-listed species. The habitat assessment will be performed during the field surveys for all potentially occurring federally-listed species in Gillespie County. No USFWS coordination will occur under this scope.
- E. Cultural Resources Evaluation: A desktop review of cultural resources will be performed. Results of the desktop review (i.e., Texas Historical Commission's Atlas data for previously-recorded cultural resources and historic properties) will be summarized in a technical memorandum or letter report. No field surveys for cultural resources or historic properties will occur under this scope.

Task 3 – Survey Services

- A. Perform design survey of the approved waterline alignment, including 1-foot contours, surface features, property lines, manholes, vaults, valves, flow lines, overhead electrical lines, streets, driveways, drainage facilities, fences, utility flagging and marking provided by DIG-TESS, and any potholing performed by the OWNER or utility owner.
 - 1. Contact the State One-Call Utility Locate service (DIG TESS) to initiate franchise utilities to locate their infrastructure in the vicinity of the proposed project. Perform field surveys to tie the horizontal location of these facilities.
 - 2. Provide survey control along the pipeline route in a coordinate system and vertical datum as approved by the CITY, and compatible with other pipeline projects.
 - 3. Provide topographic survey for a 100-foot width focusing on whichever side the proposed alignment is to be installed (full ROW is not included) along the pipeline routes for up to 27,000 linear feet. Topographic survey will include all property monuments, apparent easements, property lines, right-of-way lines, fences, pavement, signs, utility markers, indicate all trees four (4) inches in diameter or larger and the limits of landscaping within the 100-foot wide strip along the proposed pipeline route. Topographic survey will not include individual tree surveys
- B. Permanent and temporary easement documents are anticipated for this project. Permanent and temporary easement documents will be provided for a cost of \$2,500 per easement.

1. Provide deed research for the preparation of easement documents. (This task does not include title research)
2. Prepare metes and bounds easement descriptions for each private tract. A separate description will be prepared for both permanent and temporary easements.
3. For budgeting purposes, a maximum of 10 easements documents. If more than 10 easement documents are required, then additional payment will be required, for not only the cost for easement preparation on a per each basis but also for the cost of additional field work.
4. Each document will be provided at a cost of \$2,500 per each easement document prepared, Not to Exceed \$25,000 for 10 easement documents.

Task 4 – Geotechnical Engineering Services

- A. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected at each tank site.
- B. Visit the sites before drilling to select locations for exploratory borings. Geotechnical Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. If any clearing is required FNI will notify the OWNER that
- C. The Geotechnical Engineer will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- D. The Geotechnical Engineer will coordinate with TxDOT to obtain relevant right-of-way permit(s) prior to commencement of the field exploration activities along Highway 290. Provide traffic control signs and cones when drilling in TxDOT ROW, if required.
- E. Subcontract with a drilling contractor to drill exploratory borings for the each of the proposed improvements according to the schedule provided below.
 1. Water Transmission Line: Six (6) borings to a depth of 20 feet below existing grade along the proposed pipeline, two (2) borings to a depth of 60 feet below existing grade at the Pedernales River crossing, two (2) borings to a depth of 40 feet below existing grade at the Barons Creek crossing and six (6) borings to a depth of 40 feet below existing grade at the Highway 290 crossings.
 2. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 3. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 4. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- F. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

- G. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- H. The Geotechnical Engineer will select samples for laboratory testing, assign tests, and review the test results.
- I. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - 1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - 2. Moisture content
 - 3. Unit dry weight
 - 4. Unconfined compressive strength of soil and rock
 - 5. One-dimensional swell
- J. The Geotechnical Engineer will perform the geotechnical engineering analysis and prepare a technical memorandum. The technical memorandum will include the following:
 - 1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - 2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - 3. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 - 4. General discussion of expected construction related issues.
 - 5. Earthwork related recommendations for use during development of plans and specifications.
- K. Submittals will include an electronic PDF copy of the technical memorandum.

Task 5 – Final Design Phase

After the OWNER has accepted the information provided in the Preliminary Design Phase and has issued written authorization to proceed with the Final Design Phase, FNI shall provide professional services in this phase as follows:

- A. FNI will coordinate internally and also with the OWNER for Phase initiation, planning, execution, monitoring/controlling and closeout. FNI will manage Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
 - 1. Advise the OWNER of need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by FNI.
 - 2. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Design Phase.
 - 3. Provide updated design schedule.
 - 4. Provide internal QA/QC reviews of all Design Phase Deliverables.
- B. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed. Improvements shall include:
 - 1. 16-inch water line

2. Appurtenances for water line including blow-off valves, air release valves, in-line valves, fire hydrants and valve vaults.
 3. Boring/Tunneling requirements.
 4. Connections to existing water lines.
- C. Identify limits of street repair required due to impact of pipeline construction.
- D. 60% and 90% Design submittal will include:
1. Prepare 60% complete project drawings and specifications.
 2. Provide 90% complete project drawings and specifications.
 3. Prepare 60% and 90% EOPC.
 4. Provide a written response to all review comments provided by the OWNER.
- E. Meetings
Attend two (2) workshops (60% and 90%) to review the OWNER's comments on Design Phase deliverables.
- F. 100% Design
1. Prepare 100% complete project drawings and specifications, signed and sealed for project bid purposes.
 2. Prepare 100% EOPC
 3. Prepare TCEQ coordination and provide project submittal.
- G. Deliverables
1. Agendas and Meeting Minutes for all meetings – one (1) electronic copy
 2. 60%, 90% and 100% EOPC – one (1) electronic copy by e-mail
 3. 60%, 90% and 100% Construction Plans – one (1) electronic copy downloadable by ftp, four (4) sets of standard 11x17 “half-size” bound plans
 4. 90% and 100% Technical Specifications – one (1) electronic copy downloadable by ftp and four (4) hard copies

Task 6 – Bid Phase Services

Upon completion of the design services, and approval of Design Phase drawings and specifications by the OWNER, FNI shall proceed with the performance of services in this phase. FNI shall provide professional services in this phase as follows:

- A. Advise the OWNER of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by the FNI.
- B. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for Bid Phase.
- C. FNI will attend the Pre-bid Conference.
Pre-Bid Conferences to be administered by the OWNER. FNI will assist the OWNER with preparation of agenda, provide the OWNER with meeting notes, and coordinate conference responses with the OWNER. Written responses to issues identified at the pre-bid conference will be in the form of addenda issued after the conference.

- D. FNI will assist the OWNER by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
- E. FNI will assist the OWNER in the opening and analyzing of the bids received for each of the two projects. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references. Recommend award of contract or other actions as appropriate to be taken by the OWNER in the form of a Letter of Recommendation.
- F. FNI will conform the construction documents by incorporating all addenda items into the plans and specifications.

Task 7 – Construction Phase Services

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.

- A. FNI will assist the OWNER in conducting the Pre-Construction Meeting and prepare meeting minutes.
- B. FNI attend the following Construction Site Visits/Construction Progress Meetings appropriate to the stage of construction to the site and when requested by OWNER, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the 10 site visits/meetings are an additional service.
- C. Punchlist Meeting: Conduct, in company with the Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
- D. Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals, including, requests for information, shop drawings, schedules, and other submittals in accordance with the requirements of the construction Contract Documents for the projects.
- E. Assist Owner in negotiating with the Contractor to determine the cost and time impacts of changes to construction documents.
- F. Prepare documentation for contract modifications required to implement modifications in the design of the project unless there is a change in project scope. Project design changes due to a change in project scope

will be an additional service.

- G. Notify Owner of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- H. Interpret the drawings and specifications for Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- I. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) Full size bond sets of prints of "Record Drawings" shall be provided by FNI to the Owner.

ARTICLE III: - Project 12: Pump Station and 1.0 MG Tank Improvements

Task 1 – Pump Station Site Study

- A. Meet with OWNER: (1) to review the scope of services, (2) to verify OWNER's requirements for the Project, and (3) to review available data (4) select three potential pump station sites.
- B. Conduct a pump station site selection study to evaluate up to three (3) potential sites for the pump station. Conduct site visits of the potential sites in conjunction with the site study.
- C. Prepare a site selection memorandum to summarize the findings of the study. The memorandum will include preliminary site plans showing the pump station, ground storage tank, yard piping and other major pump station components. The memorandum will also include an evaluation of costs to provide power to the sites.
- D. Meet with the OWNER to discuss the site study memorandum.

Task 2 – Pump Station Preliminary Design Report

- A. Following selection of the pump station site, prepare a pump station preliminary design report.
- B. Develop system curves for the pump station and evaluate types of pumps for suitability for use at the pump station.
- C. Meet with OWNER and visit existing pump stations to obtain OWNER'S preferences on pump station layout and design.
- D. Communicate with potential pump suppliers to collect preliminary pump performance curves and cut-sheets.
- E. Prepare a preliminary layout of the pump station floor plan to fit within constraints of the existing site. Layouts will be provided for up to three (3) different types of pumps/arrangements.
- F. Update the preliminary site plan based on the preliminary pump station floor plans.

- G. Based on the preliminary floor plans and site plan prepare Opinion of Probable Project Costs (OPCC) for all options.
- H. Prepare a preliminary design report describing the proposed floor plan and site plan and Opinion of Probable Project Costs.
- I. Present and review the preliminary design report with the OWNER.
- J. Finalize the preliminary design report based on review comments from the OWNER.

Task 3 – Survey Services

- A. Perform design survey of the approved pump station site, including 1-foot contours, surface features, property lines, manholes, vaults, valves, flow lines, overhead electrical lines, streets, driveways, drainage facilities, fences, utility flagging and marking provided by DIG-TESS, and any potholing performed by the OWNER or utility owner.
 - 1. Contact the State One-Call Utility Locate service (DIG TESS) to initiate franchise utilities to locate their infrastructure in the vicinity of the proposed project. Perform field surveys to tie the horizontal location of these facilities.
 - 2. Provide survey control in a coordinate system and vertical datum as approved by the CITY, and compatible with other projects.
 - 3. Provide topographic survey for an of approximately 5 acres. Topographic survey will include all property monuments, apparent easements, property lines, right-of-way lines, fences, pavement, signs, utility markers, indicate all trees four (4) inches in diameter. Topographic survey will not include individual tree surveys.
- B. Preparation of a Land title Survey for the purchase of property related to the South Heights Pump Station generally located along Highway 290 and Bell Street.
 - 1. Provide deed research for the preparation of easement documents. (This task does not include title research)

Task 4 – Geotechnical Engineering Services

- A. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected at each tank site.
- B. Visit the sites before drilling to select locations for exploratory borings. Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. If any clearing is required FNI will notify the OWNER that
- C. The Engineer will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- D. The Engineer will coordinate with TxDOT to obtain relevant right-of-way permit(s) prior to commencement of the field exploration activities along Highway 290. Provide traffic control signs and cones when drilling in TxDOT ROW, if required.
- E. Subcontract with a drilling contractor to drill exploratory borings for the each of the proposed improvements according to the schedule provided below.
 - 1. Pump Station: Four (4) borings to a depth of 40 feet below existing grade for the pump station.

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FNI _____
OWNER _____

2. Ground Storage Tank: Four (4) borings to a depth of 30 feet around the tank perimeter and one (1) boring to a depth of 60 feet below existing grade near the center of the tank
 3. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 4. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 5. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- F. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.
- G. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- H. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- I. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 2. Moisture content
 3. Unit dry weight
 4. Unconfined compressive strength of soil and rock
 5. One-dimensional swell
- J. The Engineer will perform the geotechnical engineering analysis and prepare a technical memorandum. The technical memorandum will include the following:
1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 3. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 4. General discussion of expected construction related issues.
 5. Earthwork related recommendations for use during development of plans and specifications.
- K. Submittals will include an electronic PDF copy of the technical memorandum.

Task 5 – Final Design Phase

After the OWNER has accepted the information provided in the Preliminary Design Phase and has issued written authorization to proceed with the Final Design Phase, FNI shall provide professional services in this phase as follows:

- A. FNI will coordinate internally and also with the OWNER for Phase initiation, planning, execution, monitoring/controlling and closeout. FNI will manage Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
 1. Advise the OWNER of need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by FNI.
 2. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Design Phase.
 3. Provide updated design schedule.
 4. Provide internal QA/QC reviews of all Design Phase Deliverables.
- B. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed. Improvements shall include:
 1. Site grading, drives and parking
 2. Site Fencing
 3. 1.0 MG ground storage tank and appurtenances
 4. Pump Station building and appurtenances including HVAC, lighting, electrical receptacles.
 5. Electrical service drop and panels sized for lighting
 6. Pump suction and discharge headers
 7. Pump mounting structures
 8. SCADA system and controls
- C. Coordinate with electrical utility to bring power to the pump station site. This scope does not include design of these facilities. Design of these facilities shall be provided by the electrical utility.
- D. 60% and 90% Design submittal will include:
 1. Prepare 60% and 90% complete project drawings and specifications.
 2. Prepare 60% and 90% EOPC.
 3. Provide a written response to all review comments provided by the OWNER.
- E. Meetings
Attend two (2) workshops (60% and 90%) to review the OWNER's comments on Design Phase deliverables.
- F. 100% Design
 1. Prepare 100% complete project drawings and specifications, signed and sealed for project bid purposes.
 2. Prepare 100% EOPC
 3. Prepare TCEQ coordination and provide project submittal.
- G. Deliverables
 1. Agendas and Meeting Minutes for all meetings – one (1) electronic copy
 2. 60%, 90% and 100% EOPC – one (1) electronic copy by e-mail
 3. 60%, 90% and 100% Construction Plans – one (1) electronic copy downloadable by ftp, four (4) sets of standard 11x17 "half-size" bound plans
 4. 60%, 90% and 100% Technical Specifications – one (1) electronic copy downloadable by ftp and four (4) hard copies

Task 6 – Bid Phase Services

Upon completion of the design services, and approval of Design Phase drawings and specifications by the OWNER, FNI shall proceed with the performance of services in this phase. FNI shall provide professional services in this phase as follows:

- A. Advise the OWNER of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the OWNER and are not included in the services performed by the FNI.
- B. Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for Bid Phase.
- C. FNI will attend the Pre-bid Conference.
Pre-Bid Conferences to be administered by the OWNER. FNI will assist the OWNER with preparation of agenda, provide the OWNER with meeting notes, and coordinate conference responses with the OWNER. Written responses to issues identified at the pre-bid conference will be in the form of addenda issued after the conference.
- D. FNI will assist the OWNER by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
- E. FNI will assist the OWNER in the opening and analyzing of the bids received for each of the two projects. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references. Recommend award of contract or other actions as appropriate to be taken by the OWNER in the form of a Letter of Recommendation.
- F. FNI will conform the construction documents by incorporating all addenda items into the plans and specifications.

Task 7 – Construction Phase Services

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.

- A. FNI will assist the OWNER in conducting the Pre-Construction Meeting and prepare meeting minutes.
- B. FNI attend the following Construction Site Visits/Construction Progress Meetings appropriate to the stage of construction to the site and when requested by OWNER, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the 10 site visits/meetings are an additional service.

- C. Punchlist Meeting: Conduct, in company with the Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
- D. Warranty Site Visit: Conduct, in company with the Owner's representative, a review of the Project for performance prior to the end of the warranty period. FNI will prepare a list of deficiencies to be corrected by the Contractor. Verification that all deficiencies were addressed is not included within this scope.
- E. Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals, including, requests for information, shop drawings, schedules, and other submittals in accordance with the requirements of the construction Contract Documents for the projects.
- F. Assist Owner in negotiating with the Contractor to determine the cost and time impacts of changes to construction documents.
- G. Prepare documentation for contract modifications required to implement modifications in the design of the project unless there is a change in project scope. Project design changes due to a change in project scope will be an additional service.
- H. Notify Owner of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- I. Interpret the drawings and specifications for Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- J. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) Full size bond sets of prints of "Record Drawings" shall be provided by FNI to the Owner.

ARTICLE IV: - ADDITIONAL SERVICES

Additional Services to be performed by the FNI, if authorized by the OWNER, which are not included in the above described basic or supplemental services, are described as follows:

- A. Site clearing required for access relating to geotechnical drilling and exploration.
- B. Phase 1 Environmental Site Assessment (ESA) Services.
- C. Platting services for the pump station site.
- D. Subsurface Utility Engineering (SUE) services.
- E. Additional exploratory drilling and associated laboratory testing due to soft soil conditions or other unexpected site conditions or additional structures.

- F. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.
- G. Design of new power lines to site. FNI will coordinate with power company to get power to the pump station site.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the OWNER.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observing factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- J. Performing investigations, studies and analyses of Contractor's substitutions of equipment and/or materials or deviations from the drawings and specifications (does not include "approved by ENGINEER" designation as included in the Contract Documents).
- K. Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
- L. Design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this agreement.
- M. Services required to resolve bid protests or to rebid the projects for any reason.
- N. Visits to the site during the construction phase in excess of the number of trips included in the Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- O. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work.
- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Providing services to review or evaluate construction Contractor claim(s), provided said claims are supported by causes not within the control of the FNI.
- R. Providing value engineering studies or reviews of cost savings proposed by construction Contractor after bids have been submitted.
- S. Preparation of tree mitigation plans for local entities.
- T. Expert representation at legal proceedings or at contested hearings.
- U. Special inspections during construction phase.
- V. Field tracing of existing electric circuits.
- W. Power System Study including Arc Flash Analysis.
- X. Modifications to SCADA Panel equipment other than adding a single analog input and reconnecting existing tank inputs.
- Y. Providing renderings, model and mock-ups requested by the CITY.
- Z. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- AA. Providing services after the completion of the construction phase not specifically listed in Article I through Article III.

ARTICLE V: - TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

CROSS MOUNTAIN AND NORTH TANK IMPROVEMENTS

PRELIMINARY DESIGN PHASE:

Approximate Notice to Proceed Date:	October 1, 2018
Preliminary Design Submittal:	40 calendar days
Owner Review and Approval:	14 calendar days

DESIGN PHASE

60% Complete Plans:	60 calendar days
Owner Review and Approval:	14 calendar days
90% Complete Plans and Specifications:	60 calendar days
Owner Review and Approval:	14 calendar days
100% Plans and Specifications:	21 calendar days

BID PHASE

Bid Phase:	30 calendar days
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CONSTRUCTION PHASE

Approximate Notice to Proceed (NTP) Date:	September 16, 2019
Construction Phase:	180 calendar days from construction contract NTP
Preparation of Record Drawings:	21 calendar days from date received from Contractor

16-INCH WATER MAIN IMPROVEMENTS

PRELIMINARY DESIGN PHASE:

Approximate Notice to Proceed Date:	October 1, 2018
Preliminary Design:	60 calendar days
Owner Review and Approval:	14 calendar days
Design Survey:	120 calendar days

DESIGN PHASE

60% Complete Plans:	90 calendar days
90% Complete Plans and Specifications:	90 calendar days
Owner Review and Approval:	14 calendar days
100% Plans and Specifications:	21 calendar days

BID PHASE

Bid Phase:	30 calendar days
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CONSTRUCTION PHASE

Approximate Notice to Proceed (NTP) Date:	October 21, 2019
Construction Phase:	300 calendar days from construction contract NTP
Preparation of Record Drawings:	21 calendar days from date received from Contractor

PROPOSED PUMP STATION

PRELIMINARY DESIGN PHASE:

Approximate Notice to Proceed Date:	October 1, 2018
Pump Station Site Study Memo:	60 calendar days

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FNI _____
OWNER _____

Preliminary Design Report:	60 calendar days
Owner Review and Approval:	14 calendar days
Design Survey:	45 calendar days

DESIGN PHASE

60% Complete Plans:	90 calendar days
Owner Review and Approval:	14 calendar days
90% Complete Plans and Specifications:	90 calendar days
Owner Review and Approval:	14 calendar days
100% Plans and Specifications:	21 calendar days

BID PHASE

Bid Phase:	30 calendar days
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CONSTRUCTION PHASE

Approximate Notice to Proceed (NTP) Date:	September 16, 2019
Construction Phase:	300 calendar days from construction contract NTP
Preparation of Record Drawings:	21 calendar days from date received from Contractor

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

ARTICLE VI

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the plans and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

- F. Owner shall make or arrange to have made all subsurface investigations, including, but not limited, to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

OWNER's Designated Representative

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____

OWNER's Accounting Representative

Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____

FNI's Project Manager

Daniel Stoutenburg Jr., P.E.
 10431 Morado Circle
 Austin, Texas 78759
 Phone: 512-617-3100
 Fax: 512-617-3101
 E-mail: DGS@freese.com

FNI's Accounting Representative

Billy Metzger
 10431 Morado Circle
 Austin, Texas 78759
 Phone: 512-617-3177
 Fax: 512-617-3101
 E-mail: Billy.Metzger@freese.com



2018 Water Bond Projects

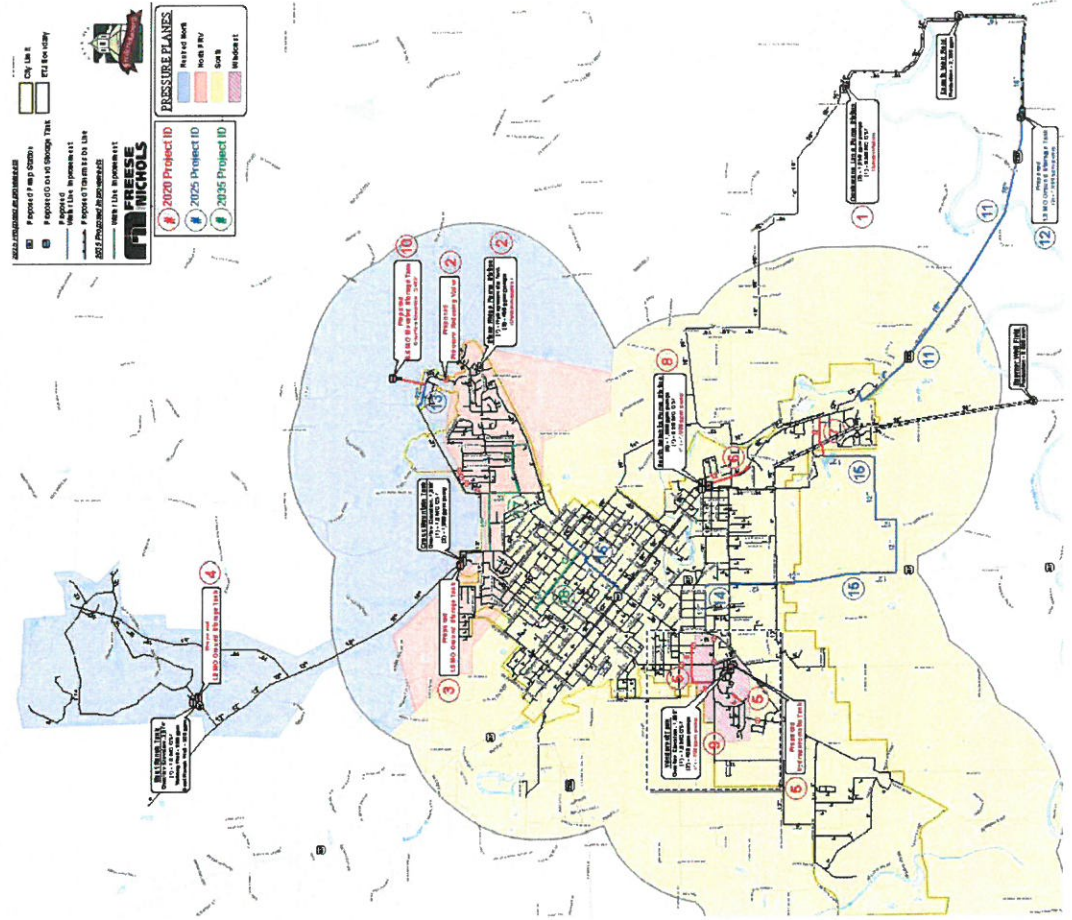
City Council – October 1, 2018

Presentation Outline

- **Project Overview**
 - Water Master Plan/CIP
- **Projects**
 - Cross Mountain Tank
 - North Tank
 - HWY 290 Water Line, Pump Station and Storage Tank
- **Project Costs Estimates**
- **Project Design and Construction**
 - Schedule
- **Questions**

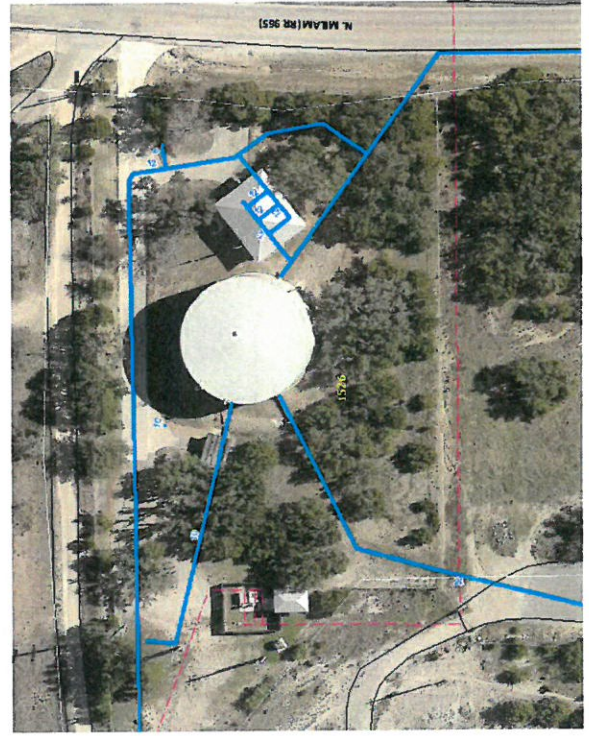
Project Overview

- Capital Improvements Plan
 - 2016 Water Master Plan
 - Water Revenue Bond
 - Annexations
- Water System
 - 4 – Pressure Planes
 - Water System Operation



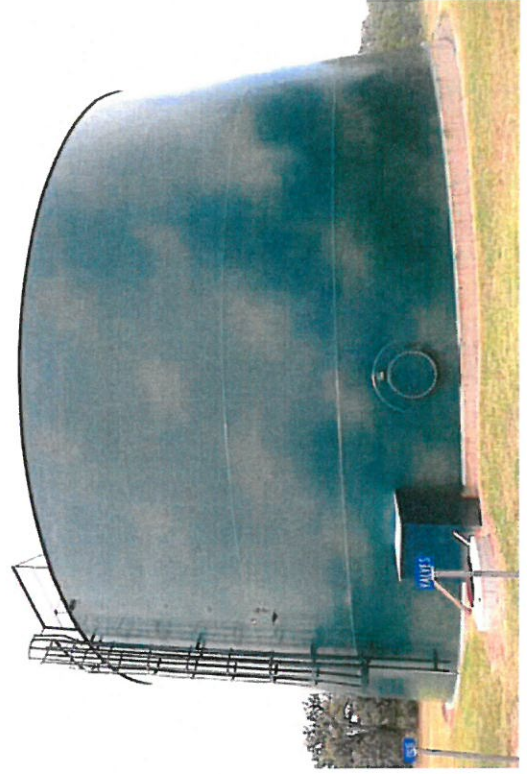
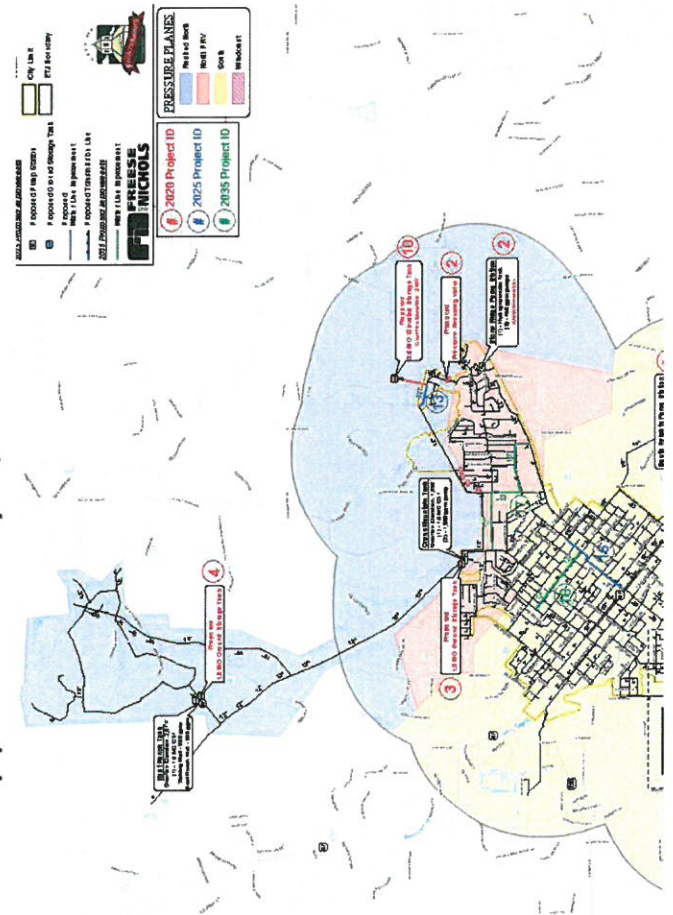
Cross Mountain Project

- Build additional 1 million gallon water storage tank at Cross Mountain.
- Due to water system operation, the current tank can no longer be taken out of service for repairs.
 - 15 year paint cycle
- Pumps water to the North Tank, which serves approximately 1,500 customers in City's North Pressure zone.



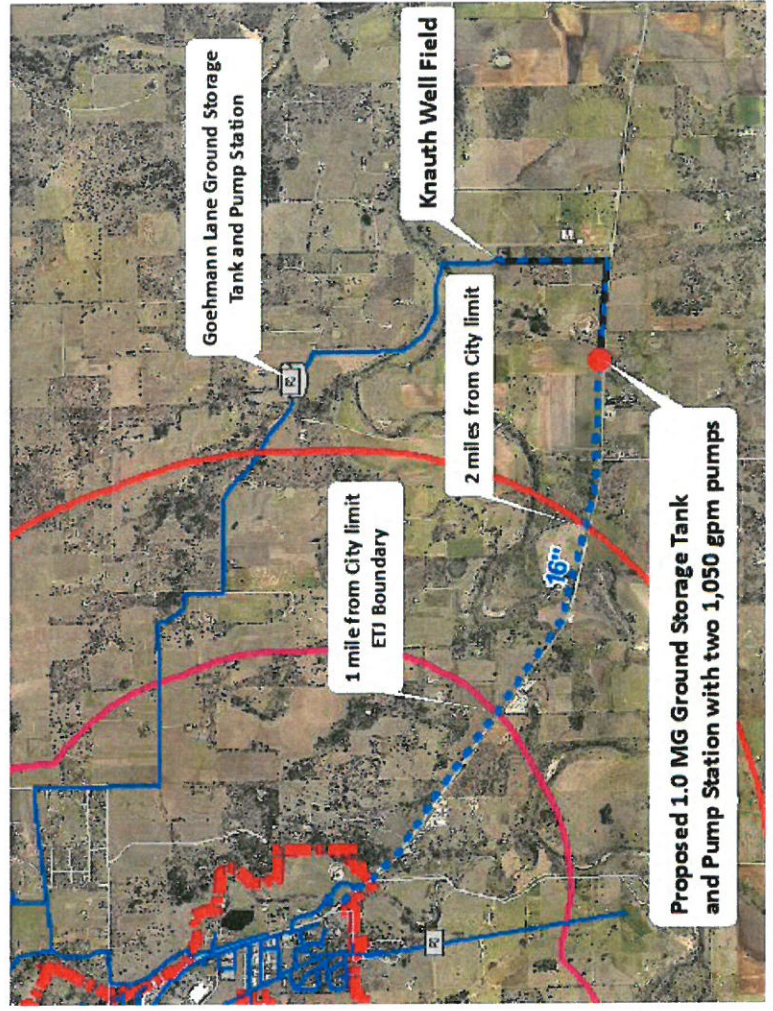
North Tank Project

- Located at Boot Ranch
- Build an additional 1 million gallon water storage tank.
- Due to water system operation, the current tank can not be taken out of service for repairs and maintenance.
- This tank provides complete service to Boot Ranch and serves approximately 1,500 customers in the City's North Pressure zone.



HWY 290 East Water Line, Pump Station and Ground Storage Tank

- Water Line, Pump Station and Ground Storage Tank on Highway 290 East
- This project provides redundant transmission capacity from the Knauth Wells in the event of a line break on the transmission line from the Goehmann Lane Pump Station.
- HWY 290 East Annexations



Project Cost Estimates

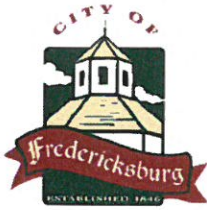
- **Project Cost Estimates**
- **Design, Surveying, Engineering and Construction Cost**
 - 1.0MG Cross Mountain Tank = approx. \$2 million
 - 1.0MG North Tank = approx. \$2 million
 - HWY 290 East Water Line, Pump Station and 1.0 MG Ground Storage Tank = approx. \$15.3 million
 - Total approx. \$19.3 million
- **Water Revenue Bond and Water Impact Fee**
 - Revenue Bond approx. \$18.5 million
 - Water Impact Fee approx. \$1 million
 - HWY 290 East Annexation

Project Design and Construction Schedule

- **Project Design and Engineering Schedule**
 - Tank Projects approx. 8 months
 - HWY 290 East Water Line and Pump Station approx. 11 months
- **Project Construction Schedule**
 - Tank Projects approx. 9 months
 - HWY 290 East Water Line and Pump Station approx. 12 months
- **Project Completion**
 - Tanks approx. March 2020
 - HWY 290 East Water Line and Pump Station approx. August 2020

2018 Water Bond Projects

Questions?



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM – Asst. City Engineer

SUBJECT: Multiple Use Agreement with TxDOT Relating to Proposed Sidewalk Improvements at 341 E. Main St.

Summary:

A resolution authorizing the City Manager to execute a Multiple Use Agreement (MUA) with TxDOT relating to sidewalk improvements in State ROW as part of the proposed Emigrant development at 341 E. Main St.

Recommendation:

City staff recommends authorizing the City Manager to execute the MUA with TxDOT.

Background / Analysis:

As you may recall, the City entered into a Municipal Maintenance Agreement (MMA) with TxDOT on April 18, 2016 which details the State and the City's responsibilities regarding maintenance and operation of State Highways within the City. As part of the agreement, the City assumes responsibility for the maintenance of sidewalks within State ROW and ensuring all new construction of sidewalks, ramps, and other accessibility related items shall comply with current ADA standards.

TxDOT recently contacted City staff indicating that a new permitting process has been implemented for proposed sidewalk construction in State ROW. Here is a summary of the new approval process:

1. Developer approaches TxDOT/City requesting to change and/or add sidewalk to a TXDOT roadway within the city limits.
2. Developer submits plans and a location map to TxDOT and the City.
3. TxDOT and the City agree that the plans are acceptable.
4. City Council passes a resolution agreeing to construction.
5. TxDOT District Maintenance fills out the MUA and acquires signatures from TxDOT, City and developer, as required.
6. TxDOT District Maintenance sends out finalized agreement and receives approval form and insurance certificate from developer.
7. Developer informs local TxDOT Maintenance Office when beginning construction.

The proposed Emigrant project at the SW corner of E. Main St. and S. Washington (341 E. Main St) is the first project required to go through the new permitting process. The plans have been reviewed by TxDOT and the City's Development Review Committee and have been found to be acceptable (see attached exhibit). The next step in the process is the passing of a resolution relating to the proposed sidewalk improvements (note #4 above). The attached resolution is based on an example resolution provided by TxDOT and has been reviewed by the City Attorney with no objections. A copy of the draft MUA for the project has also been attached.

To simplify this process moving forward and prevent the need for a resolution for each project proposing sidewalk construction in State ROW, the City Attorney and staff are looking at the legality of approving a blanket resolution to allow the City Manager to approve all future MUA's. However, to prevent delays to the proposed Emigrant development, the attached resolution relates specifically to that project.

Attachments:

The Emigrant Sidewalk Plan Exhibit
Resolution
Draft MUA

Department Approval

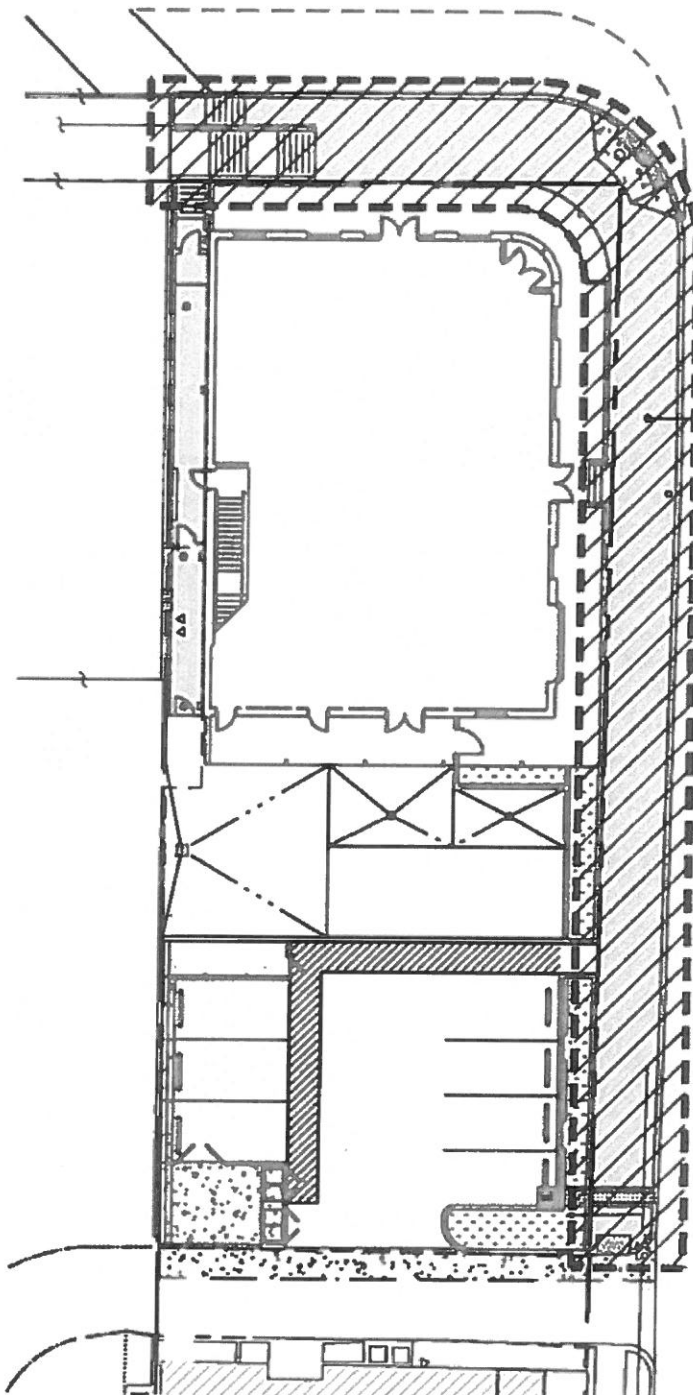
City Manager Approval



E. MAIN STREET
(U.S. HIGHWAYS NO. 290 & 87)



SCALE: 1" = 30'



SIDEWALK AND DRIVEWAY AREA
TO BE RECONSTRUCTED

S. WASHINGTON ST.
(U.S. HIGHWAYS NO. 87)



CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
11660 I.H. 10 WEST, SUITE 385
SAN ANTONIO, TEXAS 78230
P) 210.641.9999 F) 210.641.6440
TEXAS FIRM REGISTRATION NUMBERS:
ENGINEERING: F-2214
SURVEYING: 100410-00
Email: cec@cec-texas.com

RESOLUTION NO. 2018-02R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND COMMITTING TO CONSTRUCT AND MAINTAIN SIDEWALKS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AS DEPICTED IN THE MULTIPLE USE AGREEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Fredericksburg and the Texas Department of Transportation (TxDOT) entered into a Municipal Maintenance Agreement in 2016 which details responsibilities within TxDOT Right-Of-Way (ROW); and

WHEREAS, as part of the City's adopted sidewalk plan, developers are required to construct and/or reconstruct sidewalks as part of any new development; and

WHEREAS, sidewalk improvements proposed as part of The Emigrant development located at 341 E. Main St. will be located within TxDOT ROW ; and

WHEREAS, TxDOT has requested that the City of Fredericksburg execute a Multiple Use Agreement (MUA) which outlines the proposed pedestrian related construction with TxDOT ROW; and

WHEREAS, a resolution is required to be provided with the MUA declaring that the sidewalk improvements to be constructed with TxDOT ROW, as outlined in the MUA, will be maintained by the City of Fredericksburg.

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

SECTION 1. That the City of Fredericksburg will maintain the sidewalk and pedestrian related facilities constructed with The Emigrant development which are within TxDOT ROW, plus all features constructed in association with the sidewalk, and in general, abide by the terms of the MUA.

SECTION 2. That the City Manager is hereby authorized and directed to execute the MUA with TxDOT for sidewalk and pedestrian related facility construction within TxDOT ROW associated with The Emigrant development, subject to final review by the City Attorney.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 15th day of October, 2018.

CITY OF FREDERICKSBURG, TEXAS

ATTEST:

Linda Langerhans, Mayor

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Daniel Jones, City Attorney

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and The City of Fredericksburg _____, hereinafter called The City _____ party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20____, the governing body for the _____ City _____, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the _____ City _____'s participation in this agreement with the State; and

WHEREAS, the _____ City _____ has requested the State to permit the construction, maintenance and operation of a public _____ sidewalk on the highway right of way, (ROADWAY _____ US 291 & US 87 _____ CONTROL SECTION NO. _____). (General description of area including either the control number or GPS coordinates.) US290 0071-06 US87 0072-01 shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds in Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City _____ and the State with reference hereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impact safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City _____ will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the _____ City _____.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge the City _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facility in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City _____'s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and _____ the City _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ the City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ the City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

 The City AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2018, THE City (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damage which might result during the construction, maintenance, repair and operation of the facility. _____ The City _____ shall include TxDOT as an additional insured by endorsement in _____ the City _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and

assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subpart A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenant the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ City _____ if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)
City of Fredericksburg
Attn: _____
Fredericksburg, TX

23. TIMELY PAYMENT

When required by any provision of this agreement, requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

APPROVAL RECOMMENDED:

Contact Office and Telephone No.

District Engineer

Printed Name

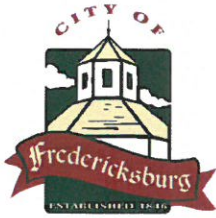
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Laura Hollenbeak, Director of Finance

SUBJECT: Lease / Purchase Financing for the Acquisition of Equipment

Summary:

The 2019 adopted City Budget approved funding for lease purchase payments for the acquisition of equipment including a Dump Truck for the Street Department, a Skid Steer, 5' Deck Mower and Dump Trailer for the Park Department, a Dump Truck, Dump 14 Yard Tandem, Backhoe, Emergency Generator, Valve Machine and Hydro Excavator for the Water Department, and an Automated Garbage Collector, and 14 Yard Dump Truck for the Solid Waste Department.

The purchase price of \$1,013,781.59 will be financed. The financing was bid with the low bid received from Broadway National Bank with an interest rate of 2.74%. As part of the lease documentation, the City Council is required to adopt a Resolution authorizing the Lease Agreement with Broadway National Bank.

Furthermore, the adoption of this resolution will give authorization to the City Manager to execute all documents related to this lease agreement.

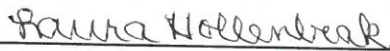
Recommendation:

Staff recommends that the Council adopt the resolution approving the acquisition and financing of equipment.

Background / Analysis:

Attachments:

Resolution approving the Acquisition and Financing of Equipment and Summary of Bids Received.



Department Approval



City Manager Approval

RESOLUTION NO. 2018-03R

A RESOLUTION OF THE CITY OF FREDERICKSBURG, TEXAS, APPROVING THE ACQUISITION AND FINANCING OF EQUIPMENT

WHEREAS, the City of Fredericksburg ("City") desires to procure equipment using lease purchase financing; and

WHEREAS, the City has previously awarded the right to provide said financing to *Broadway National Bank*, based on competitive bidding and procurement practices as required by Texas Law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Fredericksburg, Texas, that:

1. The City Council hereby approves the acquisition and financing of the equipment using financing provided by *Broadway National Bank*; and
2. The City Council hereby authorizes Kent Myers, in his capacity as City Manager, to execute the *Financing Documents* on behalf of the City.

PASSED AND APPROVED this _____ day of October, 2018.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

City of Fredericksburg - \$1,013,781.59 Lease / Purchasing Financing, FY 2019

Summary of Bids Received

Bidder	Interest Rate	Principal Amount	Total Interest		Fee if any	Total P & I & Fees		Rank
			Cost					
Broadway National Bank	2.74%	1,013,781.59	27,502.10		250.00	1,041,533.69		1
Key Government Finance, Inc	2.90%	1,013,781.59	29,105.60		-	1,042,887.19		2
US Bancorp	3.06%	1,013,781.59	30,705.39		-	1,044,486.98		3
BMO Harris Equipment Finance	3.10%	1,013,781.59	31,121.55		-	1,044,903.14		4
Signature Public Funding Corp	3.17%	1,013,781.59	31,797.40		-	1,045,578.99		5
Frost Bank	3.26%	1,013,781.59	32,690.27		1,000.00	1,047,471.86		6
Chase Bank	3.62%	1,013,781.59	36,256.26		-	1,050,037.85		7
PNC Equipment Finance	3.34%	1,013,781.59	68,462.11		250.00	1,082,493.70		8



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Laura Hollenbeak, Director of Finance

SUBJECT: Auditing Services

Summary:

A Request for Qualifications and Proposals for Professional Auditing Services beginning with Fiscal Year 2018 was issued by the City in August.

As part of the selection process, the City requested Technical Qualifications that included 1) the firm's past experience and performance on comparable municipal government engagements (size and complexity, 2) technical experience and firm's professional qualification of the personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation, and 3) the firm's ability to perform additional services and provide technical support throughout the year, including assistance to the City in interpreting and implementing new accounting standards and regulations. The City also requested the firm's audit approach, including 1) comprehensiveness of audit work plan, 2) adequacy of proposed staffing plan for various segments of the engagement, including timeline and ability to meet due dates, 3) adequacy of sampling techniques and analytical procedures, and 4) adequacy of study and evaluation of internal accounting and administrative controls.

Three audit firms submitted formal proposals. Those included ABIP, located in San Antonio, Haynie & Company, also located in San Antonio, and Klein, Kraus and Company, located in Fredericksburg.

Recommendation:

After reviewing and evaluating the proposals, staff recommends the contract for professional auditing services be awarded to ABIP. ABIP has experience in financial and compliance audits of Texas municipalities and governmental related entities including, City of Alamo Heights, City of Live Oak, City of Leon Valley, City of Universal City, City of Cibolo, City of Shavano Park, City of Schertz, City of San Marcos, City of Boerne, Kerr County, and Kendall County.

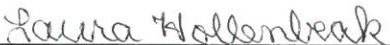
Background / Analysis:

The award was originally offered to Klein, Kraus and Company. However due to unforeseen circumstances at that time, they have declined the offer.

According to the City's Financial Management Policy, the City will employ qualified financial advisors and consultants as needed in the administration and management of the City's financial functions. These areas include but are not limited to audit services. The principal factors in the selection will be experience/expertise, ability to perform the services, references, and methodology to name a few. In no case should price be allowed to serve as the sole criterion for the selection. The policy also states that at least every eight years, the City shall request proposals from qualified firms. The City Council is required to select an independent firm of certified public accountants to perform an annual audit of the City's accounts and records.

The policy also states that, "It is the City's preference to rotate auditor firms every eight years at the maximum, to ensure that the City's financial statements are reviewed and audited with an objective, impartial, and unbiased point of view. The rotation of the audit firm will be based upon the proposals received, the qualifications of the firm, and the firm's ability to perform a quality audit.

Attachments:



Department Approval



City Manager Approval



City Attorney Approval



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Kris Kneese, P.E. – Assistant Director of Public Works and Utilities

SUBJECT: Water & Wastewater Impact Fee Advisory Committee Appointment

Summary:

Consider appointing the Impact Fee Advisory Committee, as part of the water and wastewater impact fee update.

Recommendation:

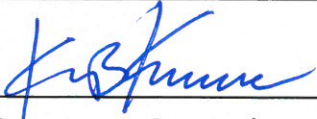
City Staff recommends that City Council appoint the Planning and Zoning Commission, along with Mr. Kenneth Carr to the Water and Wastewater Impact Fee Advisory Committee.

Background / Analysis:

As required by state statute, the City is in the process of updating the City's Water and Wastewater Impact Fee Ordinance, which was last updated in 2007. As part of this process, the City Council must appoint an Impact Fee Advisory Committee. Previously and in most cases, City selects the Planning and Zoning Commission. In addition to the Planning and Zoning Commission, the City Council will need to appoint a person that resides within the City's ETJ. City Staff recommends the Council appoint Mr. Kenneth Carr to the advisory committee as the ETJ resident.

The Impact Fee Advisory Committee will work with HDR, the City's consultant updating the water and wastewater impact fee, and make recommendations to City Council for the adoption of the updated Water and Wastewater Impact Fee.

Attachments:



Department Approval



City Manager Approval



City Attorney Approval



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Time Warner Cable Service Agreement and Easement

Summary:

LBJ RV Park offers cable to visitors that stay in the park. It is time to renew this agreement due to change in ownership of the cable company and changes due to construction at the park. We have 95 sites rather than the 99 sites in the past agreement. As the utility project continues new sites will come online and these will be added in the future. The current bulk billing fee is \$15.02 per site and the new agreement will drop this to \$12.00 per site for a savings of about \$4,163 per year. This also includes the same easement that Time Warner Cable has been using from the previous agreement signed in 2015 as well. The start date will be November 1, 2018, and expire on October 31, 2023.

Recommendation:

Approve Nonexclusive Installation and Service Agreement, Easement and Bulk Service Addendum with Time Warner Cable Enterprises LLC.

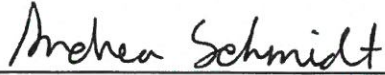
Background / Analysis:

Time Warner Cable has been providing cable TV at the RV Park for the last 10 plus years. The company has gone through some changes in the past couple of years so the agreement needs to be renewed using their new paperwork. We also have undergone some changes to the RV sites as a result of the utility

project. We have 95 active sites at this time but will eventually have approximately 115 sites. The new rate is \$3.02 less than the present rate. The agreement also continues an easement in the LBJ Park.

Attachments:

Nonexclusive Installation and Service Agreement, Easement, Bulk Service Addendum with Time Warner Cable Enterprises LLC.



Department Approval



City Attorney Approval



City Manager Approval

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT
Exclusive Use and Exclusive Marketing

This Nonexclusive Installation and Service Agreement ("Agreement") between ***Time Warner Cable Enterprises LLC*** ("Operator") and City of Fredericksburg ("Owner") is dated this 1st day of November 2018 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A):	
Premises Name:	Ladybird Johnson RV Park
Number of Units:	95
Street Address:	432 LADY BIRD DR
City/State/Zip:	FREDERICKSBURG, TX 78624
Notices:	
Owner Name:	City of Fredericksburg
Address:	126 W Main St Fredericksburg, TX 78624
Phone:	
Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 1 years unless either party provides written notice of termination not less than six (6) months prior to the end of the Agreement Term then in effect.	
Start Date: <u>11/1/2018</u>	Expiration Date: <u>10/31/2023</u>
Services: Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, "Video Service"), Internet access services, and/or voice services.	
Equipment: All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring, conduit, customer premises equipment such as converters/receivers/set top boxes and modems ("CPE"), electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter). Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within ninety (90) days of such termination, shall be deemed abandoned and become the property of the Owner. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises ("Residents"). Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the Agreement Term. Operator may, with or without notice and without breaching this Agreement, disconnect or refuse to provide Services to any person who (i) fails to execute and/or abide by Operator's standard customer agreements, terms of use or acceptable use policies, or other requirements imposed by Operator from time to time; or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall be entitled to charge the Resident Operator's then-current standard disconnection and reconnection fees. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services, or add to, discontinue or change

the rates and Services or any features or components available to the Premises as Operator may deem necessary or desirable in its sole discretion.

Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. Operator's maintenance and repair obligation to the Internal Wiring (defined below) during the term of the Agreement is only to that Internal Wiring being used to serve its subscribers on the Premises. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, Operator shall convey all its right, title, and interest in and to the Internal Wiring to the Owner which shall be deemed to be owned by and constitute the personal property of the Owner. The internal wiring located within any building, which includes "cable home wiring" and "home run wiring"¹ (the "Internal Wiring") shall, without limitation, exclude CPE, electronics, active components, and exterior Equipment. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator's delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including the Inside Wiring) to provide services to the Residents or occupants. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Premises Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Owner's private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator's Services by the use of distinct facilities separate from the Equipment (subject to Section 3 "Marketing Privileges"); or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider of services the right of access to the Premises to provide its services to Residents of the Premises as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

Without limiting Operator's exclusive rights to use Internal Wiring and the Equipment, should either (A) an antenna, or signal amplification system; (B) any Owner modification, relocation of, and/or work on the Internal Wiring hereunder; or (C) any damage to or use of the Internal Wiring by Owner or another provider of services granted access to the Premises to provide its service interfere with the provision of Operator's Services hereunder, Owner shall eliminate such interference immediately. Owner shall be responsible and reimburse Operator for damage to any part of the System or Equipment caused by Owner or its affiliates and its and their employees, contractors or agents. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

3. Marketing Privileges. Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis

¹ The terms "cable home wiring" and "home run wiring" are defined at 47 CFR §§ 76.5(II) and 76.800(d).

(including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the Residents, and allowing, at Operator's request, the display of advertising materials in common areas of the Premises and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have the exclusive right to market the provision of WiFi at the Premises.

4. Assignment. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Representations and Warranties. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto.

6. Breach of Agreement. In the event of a default by a party hereto in addition to rights available at law or in equity, the non-defaulting party may terminate this Agreement after 30 days' prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

7. Indemnification. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

8. Warranties; Limitation of Liability. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

9. Automatic Default. Owner agrees during the term of this Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of this Agreement.

10. Recording. Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of Exhibit A attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

11. Severability. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

12. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control (a "Force Majeure Event"), including (but not limited to) acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers. Such nonperformance will be excused only for so long as such condition exists.

13. Miscellaneous Provisions. This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties.

14. Mandatory Access Laws. Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

15. Jurisdiction. This Agreement shall be governed by federal law and the laws of the state in which the Premises is located (excluding said state's choice of law provisions).

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR

Time Warner Cable Enterprises LLC

By: Charter Communications, Inc., its Manager

By: _____

Printed Name: Kara Strutz

Title: Director, Spectrum Community Solutions

Date: _____

OWNER

City of Fredericksburg

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

**GRANT OF EASEMENT
(attached)**

GRANT OF EASEMENT

RECORDING REQUESTED BY AND }
WHEN RECORDED MAIL TO: }
Charter Communications }
Attn: MDU Department }
12012 N Mopac Expy }
Austin, TX 78758 }

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of this 1st day of November, 2018, by and between City of Fredericksburg ("Owner") and Time Warner Cable Enterprises LLC ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 432 LADY BIRD DR, County of Gillespie, City of FREDERICKSBURG, State of TX with a legal description as set forth in Exhibit A to this Easement.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
4. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of November 1, 2018 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals.

OPERATOR:

Time Warner Cable Enterprises LLC
By: Charter Communications, Inc., its Manager

By: _____

Printed Name: Kara Strutz

Title: Director, Spectrum Community Solutions

Date: _____

OWNER:

City of Fredericksburg

By: _____

Printed Name: _____

Title: _____

Date: _____

NOTARY

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____
(name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of
_____. (name of party on behalf of whom instrument was executed)

(Signature of notarial officer)
(Seal, if any)

Title (and Rank)
My commission expires: _____

NOTARY

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____
(name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.)
of _____. (name of party on behalf of whom instrument was executed)

(Signature of notarial officer)
(Seal, if any)

Title (and Rank)
My commission expires: _____

EXHIBIT "A"

**LADY BIRD JOHNSON RV PARK
432 LADY BIRD LANE
FREDERICKSBURG, TEXAS 78624**

Property Legal Description

ABS A0572 G RODRIGUEZ #46, 6.46 ACRES

BULK VIDEO SERVICE ADDENDUM
Qam to Analog (Q2A)

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of November 1, 2018, by and between City of Fredericksburg ("Owner") and Time Warner Cable Enterprises LLC ("Operator") made with respect to the 95 multiple dwelling units known as:

Complex name: Ladybird Johnson RV Park
Address: 432 LADY BIRD DR
City, State, Zip FREDERICKSBURG, TX 78624
Units: 95
Phone:

(the "Premises"), is hereby amended by the terms of this Bulk Video Service Addendum ("Addendum") and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. This Addendum will replace and supersede any and all prior Bulk Video Service Addendums or agreements. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service Qam to Analog (Q2A). Operator and Owner agree to provide the following service(s) to one (1) existing outlet in each residential unit of the Premises ("Bulk Video Service"):

"Spectrum TV™ Prime" ("Spectrum TV™ Prime") excluding CPE not specifically stated herein. Operator may change the CPE selection stated herein in its sole discretion:

2. Limited Service Offering. "Spectrum TV™ Prime" service is limited to 60 channels of the Bulk Video Service as defined below. These channels are listed in Exhibit A. Operator is precluded from offering any additional Bulk Video Services or features. Owner has selected the following Bulk Video Service:

"Spectrum TV™ Prime"– 60 Channel Q2A service

3. Equipment Housing. Owner at its sole cost, must provide Operator with a suitable demarcation point and interior location which is climate controlled to house Q2A equipment with all the necessary space, environmental friendly and power requirements. Suitable environmental conditions for this equipment is 32 -85 Degrees. Owner will be responsible for repair and/or replacement costs related to damage caused to Q2A equipment from non-suitable environmental conditions. Equipment must remain protected against extreme temperatures and moisture at all times by Owner.

4. Prior Bulk Addendum(s). This Addendum replaces any and all prior Bulk Video Service Addendums, understanding and writings.

5. Survey of Installation Feasibility. The installation and use of Q2A service is subject to a detailed site survey. If the construction estimate or design is not feasible or is greater than standard

installation costs totaling no more than \$2,500.00, then Operator reserves the right to cancel this Addendum without liability to the Owner or liability to Operator.

6. No Resale. Owner shall not resell the Bulk Video Service or CPE in whole or in part or impose any incremental fee for the Bulk Video Service or CPE. Operator agrees that Owner charging a Bulk Billing Fee to its Residents is not a violation of this section.

7. Bulk Video Service Monthly Fee. Operator shall bill and Owner shall pay a monthly fee in advance for the selected "Spectrum TV™ Prime" service ("Bulk Billing Fee") based on the following calculation:

Bulk Billing Fee = 95 Units* x \$12.00 amount per unit.

Total monthly fee of \$ 1,140.00

(*number of units on the Premises, whether occupied or not)

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

As part of this Bulk Video Service Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

After an initial period of two (2) years, Operator shall have the right to increase the Bulk Billing Fee by up to five percent (5%) each year beginning in January of the calendar year immediately after the execution of this Addendum unless this Addendum is executed by the parties in November or December, in which case Operator shall not exercise such increase right until June of such calendar year. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Video Services and/or any other services Operator may be providing to the Premises upon thirty (30) days prior written notice and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents") any of its services (including without limitation those

comprising the Bulk Video Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Owner will be responsible to allow Operator to remove any all Q2A equipment at expiration or Owner will be in breach of this Addendum and Owner will be responsible for the full reimbursement cost for unreturned equipment within ten (10) days of expiration or breach of the Addendum by Owner. The cost of the unreturned equipment will be \$14,000 for sixty (60) Channels, less any equipment fees paid under Sections 3a or 3b. In addition to unreturned equipment reimbursement, Owner will be responsible for reimbursing Operator for all construction and or installation costs related to the installation of the Q2A Equipment.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

9. **Bulk Term.** This Addendum will remain in force for an initial term of 5.0 years commencing on November 1, 2018 and terminating on October 31, 2023 ("Initial Term"). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein and if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

10. **Termination.** If the Bulk Video Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Video Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the Agreement Term or any terms and conditions thereof.

11. **Acceptance.** This Addendum shall be binding upon Operator only after acceptance by an authorized officer of Operator as evidenced exclusively by said officer's signature.

12. **Programming and Technology Modifications.** Operator reserves the right, from time to time in its sole discretion and without Owner's consent, to change, delete, retitle or preempt portions of the Bulk Video Service or any service provided by Operator and to adopt and implement new, improved, additional, modified or enhanced technology, features, services or capabilities at any time during the term of this Addendum.

13. **Warranties.** Owner warrants that (i) it holds all rights and has full authority to execute this Addendum and to grant the rights herein granted; (ii) this Addendum shall constitute a binding obligation of Owner; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Residents or third parties that would be breached or violated by the execution of this Addendum or by Operator's providing its services to the Premises.

14. **No Third Party Beneficiaries.** The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

15. **Confidentiality.** The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein; or (v) in order to enforce its rights pursuant to this Addendum. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR

Time Warner Cable Enterprises LLC
By: Charter Communications, Inc., its Manager

By: _____

Printed Name: Kara Strutz

Title: Director, Spectrum Community Solutions

Date: _____

OWNER

City of Fredericksburg

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

“Spectrum TV™”

www.spectrum.com

#	Channel Name	#	Channel Name
2	KCWX (MYTV)*	43	Cartoon Network
3	ABC*	44	WE TV
4	NBC *	45	The Weather Channel
5	CW *	46	CNN
6	Unimas	47	HLN
7	FOX *	48	Fox News Channel
11	KENS (CBS, San Antonio)	49	MSNBC
12	KSAT (ABC, San Antonio)	50	KTFO
13	KAKW (Univision)	51	Travel Channel
14	KADF (Azteca America)	52	ESPN
15	EWTN	53	ESPN2
16	C-Span	54	Fox Sports SW
17	WOAI (NBC, San Antonio)	56	Galavision
18	KPXL (ion)	58	Syfy
19	Austin Community College (ACC)	59	Comedy Central
20	KNVA (CW)	60	A&E
21	WGN America	61	History
25	HSN	62	Bravo
26	Lifetime	63	AMC
29	BET	64	TCM
30	E!	65	TBS
31	HGTV	66	USA Network
34	Discovery	67	TNT
35	TLC	68	TWC News
36	Animal Planet	69	Spike
37	Longhorn Network	71	CNBC
38	MTV	72	Evine Live
39	Hallmark Channel	74	Oxygen
40	TV Land	75	Golf Channel
41	Nick	76	Lifetime Movie Network
42	Disney Channel	77	TWC Local

Exhibit B

Address List of Units served under this Addendum

Exhibit B

Laby Bird Johnson RV Park					
List of Sites					
1	432 Landy Bird Dr	Site 1	Fredericksburg	TX	78624
2	432 Landy Bird Dr	Site 2	Fredericksburg	TX	78624
3	432 Landy Bird Dr	Site 3	Fredericksburg	TX	78624
4	432 Landy Bird Dr	Site 4	Fredericksburg	TX	78624
5	432 Landy Bird Dr	Site 5	Fredericksburg	TX	78624
6	432 Landy Bird Dr	Site 6	Fredericksburg	TX	78624
7	432 Landy Bird Dr	Site 7	Fredericksburg	TX	78624
8	432 Landy Bird Dr	Site 8	Fredericksburg	TX	78624
9	432 Landy Bird Dr	Site 9	Fredericksburg	TX	78624
10	432 Landy Bird Dr	Site 10	Fredericksburg	TX	78624
11	432 Landy Bird Dr	Site 11	Fredericksburg	TX	78624
12	432 Landy Bird Dr	Site 12	Fredericksburg	TX	78624
13	432 Landy Bird Dr	Site 13	Fredericksburg	TX	78624
14	432 Landy Bird Dr	Site 14	Fredericksburg	TX	78624
15	432 Landy Bird Dr	Site 15	Fredericksburg	TX	78624
16	432 Landy Bird Dr	Site 16	Fredericksburg	TX	78624
17	432 Landy Bird Dr	Site 17	Fredericksburg	TX	78624
18	432 Landy Bird Dr	Site 18	Fredericksburg	TX	78624
19	432 Landy Bird Dr	Site 19	Fredericksburg	TX	78624
20	432 Landy Bird Dr	Site 20	Fredericksburg	TX	78624
21	432 Landy Bird Dr	Site 21	Fredericksburg	TX	78624
22	432 Landy Bird Dr	Site 22	Fredericksburg	TX	78624
23	432 Landy Bird Dr	Site 23	Fredericksburg	TX	78624
24	432 Landy Bird Dr	Site 24	Fredericksburg	TX	78624
	432 Landy Bird Dr	Un-numbered	Fredericksburg	TX	78624
	432 Landy Bird Dr	Un-numbered	Fredericksburg	TX	78624
25	432 Landy Bird Dr	Site 25	Fredericksburg	TX	78624
26	432 Landy Bird Dr	Site 26	Fredericksburg	TX	78624
27	432 Landy Bird Dr	Site 27	Fredericksburg	TX	78624
28	432 Landy Bird Dr	Site 28	Fredericksburg	TX	78624
29	432 Landy Bird Dr	Site 29	Fredericksburg	TX	78624
30	432 Landy Bird Dr	Site 30	Fredericksburg	TX	78624
31	432 Landy Bird Dr	Site 31	Fredericksburg	TX	78624
32	432 Landy Bird Dr	Site 32	Fredericksburg	TX	78624
33	432 Landy Bird Dr	Site 33	Fredericksburg	TX	78624
34	432 Landy Bird Dr	Site 34	Fredericksburg	TX	78624
35	432 Landy Bird Dr	Site 35	Fredericksburg	TX	78624
36	432 Landy Bird Dr	Site 36	Fredericksburg	TX	78624
37	432 Landy Bird Dr	Site 37	Fredericksburg	TX	78624
38	432 Landy Bird Dr	Site 38	Fredericksburg	TX	78624
39	432 Landy Bird Dr	Site 39	Fredericksburg	TX	78624
40	432 Landy Bird Dr	Site 40	Fredericksburg	TX	78624
41	432 Landy Bird Dr	Site 41	Fredericksburg	TX	78624
42	432 Landy Bird Dr	Site 42	Fredericksburg	TX	78624
43	432 Landy Bird Dr	Site 43	Fredericksburg	TX	78624

Exhibit B

44	432 Landy Bird Dr	Site 44	Fredericksburg	TX	78624
45	432 Landy Bird Dr	Site 45	Fredericksburg	TX	78624
46	432 Landy Bird Dr	Site 46	Fredericksburg	TX	78624
47	432 Landy Bird Dr	Site 47	Fredericksburg	TX	78624
48	432 Landy Bird Dr	Site 48	Fredericksburg	TX	78624
49	432 Landy Bird Dr	Site 49	Fredericksburg	TX	78624
50	432 Landy Bird Dr	Site 50	Fredericksburg	TX	78624
51	432 Landy Bird Dr	Site 51	Fredericksburg	TX	78624
52	432 Landy Bird Dr	Site 52	Fredericksburg	TX	78624
53	432 Landy Bird Dr	Site 53	Fredericksburg	TX	78624
54	432 Landy Bird Dr	Site 54	Fredericksburg	TX	78624
55	432 Landy Bird Dr	Site 55	Fredericksburg	TX	78624
56	432 Landy Bird Dr	Site 56	Fredericksburg	TX	78624
57	432 Landy Bird Dr	Site 57 - A	Fredericksburg	TX	78624
58	432 Landy Bird Dr	Site 57 - B	Fredericksburg	TX	78624
59	432 Landy Bird Dr	Site 58 - A	Fredericksburg	TX	78624
60	432 Landy Bird Dr	Site 58 - B	Fredericksburg	TX	78624
61	432 Landy Bird Dr	Site 59 - A	Fredericksburg	TX	78624
62	432 Landy Bird Dr	Site 59 - B	Fredericksburg	TX	78624
63	432 Landy Bird Dr	Site 60 - A	Fredericksburg	TX	78624
64	432 Landy Bird Dr	Site 60 - B	Fredericksburg	TX	78624
65	432 Landy Bird Dr	Site 61 - A	Fredericksburg	TX	78624
66	432 Landy Bird Dr	Site 61 - B	Fredericksburg	TX	78624
67	432 Landy Bird Dr	Site 62	Fredericksburg	TX	78624
68	432 Landy Bird Dr	Site 63	Fredericksburg	TX	78624
69	432 Landy Bird Dr	Site 64	Fredericksburg	TX	78624
70	432 Landy Bird Dr	Site 65	Fredericksburg	TX	78624
71	432 Landy Bird Dr	Site 66	Fredericksburg	TX	78624
72	432 Landy Bird Dr	Site 67	Fredericksburg	TX	78624
73	432 Landy Bird Dr	Site 68	Fredericksburg	TX	78624
74	432 Landy Bird Dr	Site 69	Fredericksburg	TX	78624
75	432 Landy Bird Dr	Site 70	Fredericksburg	TX	78624
76	432 Landy Bird Dr	Site 71	Fredericksburg	TX	78624
77	432 Landy Bird Dr	Site 72	Fredericksburg	TX	78624
78	432 Landy Bird Dr	Site 73 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 73 - B	Fredericksburg	TX	78624
79	432 Landy Bird Dr	Site 74 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 74 - B	Fredericksburg	TX	78624
80	432 Landy Bird Dr	Site 75 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 75 - B	Fredericksburg	TX	78624
81	432 Landy Bird Dr	Site 76 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 76 - B	Fredericksburg	TX	78624
82	432 Landy Bird Dr	Site 77 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 77 - B	Fredericksburg	TX	78624
83	432 Landy Bird Dr	Site 78 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 78 - B	Fredericksburg	TX	78624
84	432 Landy Bird Dr	Site 79 - A	Fredericksburg	TX	78624

Exhibit B

	432 Landy Bird Dr	Site 79 - B	Fredericksburg	TX	78624
85	432 Landy Bird Dr	Site 80 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 80 - B	Fredericksburg	TX	78624
86	432 Landy Bird Dr	Site 81 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 81 - B	Fredericksburg	TX	78624
87	432 Landy Bird Dr	Site 82 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 82 - B	Fredericksburg	TX	78624
88	432 Landy Bird Dr	Site 83 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 83 - B	Fredericksburg	TX	78624
89	432 Landy Bird Dr	Site 84 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 84 - B	Fredericksburg	TX	78624
90	432 Landy Bird Dr	Site 85 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 85 - B	Fredericksburg	TX	78624
91	432 Landy Bird Dr	Site 86 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 86 - B	Fredericksburg	TX	78624
92	432 Landy Bird Dr	Site 87 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 87 - B	Fredericksburg	TX	78624
93	432 Landy Bird Dr	Site 88 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 88 - B	Fredericksburg	TX	78624
94	432 Landy Bird Dr	Site 89 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 89 - B	Fredericksburg	TX	78624
95	432 Landy Bird Dr	Site 90 - A	Fredericksburg	TX	78624
	432 Landy Bird Dr	Site 90 - B	Fredericksburg	TX	78624

Future sites to come online in 2019/2020



CITY COUNCIL MEMO

DATE: October 9, 2018

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Legislative Priorities

Summary:

It is important for the City Council to set your legislative priorities for the coming year so that we can ensure that we follow these priorities in our meetings and discussions with legislative members and their staffs.

Recommendation:

It is recommended that the City Council consider the attached listing of legislative priorities. Following any changes or additions by the Council, it is recommended that to the listing of legislative priorities be approved.

Background / Analysis:

Attached is a draft of the City's legislative priorities for the coming year. These priorities are based upon recent discussions with Council members. Also, several of these priorities were previously adopted by the City Council prior to the 2017 legislative session.

Attachments:

Draft of Legislative Priorities.



Department Approval



City Manager Approval

2019 Legislative Priorities

1. Support Proposed Bill for Rebate of State HOT Funds for Hotel/Conference Center
2. Support Increased Funding for State Tourism Department
3. Support Efforts to Preserve City's Annexation Authority
4. Support Efforts to Preserve City's Authority to Regulate Short-Term Rentals
5. Support Efforts to Preserve City's Authority to Use Eminent Domain for City Utility and Street Projects
6. Oppose Caps on City Property Taxes
7. Oppose Efforts to Limit City's Authority to Regulate Small Cell Network Nodes in City Rights-of-Way
8. Support Efforts to Reform Statewide Funding for Public Education



CITY COUNCIL MEMO

DATE: October 15, 2018

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM - Assistant City Engineer

SUBJECT: City of Fredericksburg Residential Bulk Waste Services

Summary:

City staff has received a number of inquiries regarding the possibility of the City providing curbside bulk waste services. This presentation will discuss the current services provided by the City and information on possible expansion of the program.

Recommendation:

Receive presentation on current residential bulk waste disposal services and possible improvements to the program.

Background / Analysis:

The City of Fredericksburg currently offers a voucher program which entitles residential garbage customers one free landfill voucher per calendar year. This voucher allows the resident to bring one load (up to 2,000 lbs / normal rate of \$55) to the City's Sanitary Landfill. This voucher may only be redeemed by, or for, the customer listed on the voucher and is non-transferable. Over the past year, approximately 300 customers have utilized the voucher program to dispose of items such as bicycles, televisions, steel pipes, furniture, mattresses, carpets, lawn mowers, garden equipment, yard waste,

tree stumps, and non-toxic household garbage that does not fit into the normal garbage collection container.

Recently, City staff has received a number of calls from customers who do not own a truck and/or trailer that would allow them to haul bulk trash to the landfill and have asked that we look into a curbside bulk waste pick up program. In response, staff has researched services offered by surrounding municipalities which are summarized in the attached table. A majority of the municipalities that provide curbside bulk waste pick-ups are currently contracted with private (third-party) waste management companies but most of the programs are similar in the services they provide.

Although it is difficult to estimate participation rates in the City of Fredericksburg, if a similar curbside program were to be offered, we anticipate the program requiring six employees (three 2-person crews) from the Street and Sanitation Departments with a dump truck and loader per crew, and taking approximately three weeks to cover the entire City. The amount of bulk waste collected is estimated to be 100 tons and based on these assumptions, we calculated a "cost" of \$99,100 for the program. Since the program would utilize City crews and equipment, the true cost would be in the impact to the Street and Sanitation Departments' normal operations.

If the Council is interested in the City providing this additional service, a number of key topics/rules to discuss include:

- Create specific list of what is and what is not acceptable. Non-compliant materials will be left at curb and owner is responsible for removing.
- Refrigerated appliances must be tagged with verification that refrigerant has been recovered.
- Only available to citizens with current utility account.
- Specify time of year for pick-up and waste must be placed out by set date. Based on current workload, a once-a-year spring clean-up effort is recommended.
- City not responsible for damage to yard/landscaping.
- Placement of bulk waste at curb may not represent traffic/public safety hazard.

Attachments:

Surrounding Municipality Service Summary
Cost Estimate



Department Approval



City Manager Approval

Municipal Bulk Waste Service Summary										
Curbside	Fredericksburg	Austin	Boerne	Burnet	Cedar Park	Kerville	Marble Falls	New Braunfels	San Angelo	San Marcos
Curbside Frequency	No	Yes	Yes	Yes	Yes	Yes	Yes	No - Drop Off Only	Yes	Yes
Curbside Service Provide	-	Twice Per Year	Twice Per Year - Must request pick-up by deadline	Normal Service	Normal Service	October and April	November and April	None	Alternates every other week with recycling collection	Quarterly
Amount (Limit)	City	City	Waste Management	ACDI	Central Texas Refuse (dba Cedar Park)	Republic Services	Republic Services	City	Republic Services	Texas Disposal Systems
Curbside Frequency	-	None	None	3 CY Per Month	7 Items	None	4 CY	None	None	3 CY
Residential Service Charges (1x week - 96 gallon cart) - * Includes Curbside Recycling	-	Twice Per Year	Twice Per Year - Must request pick-up by deadline	Normal Service	Normal Service	October and April	November and April	None	Alternates every other week with recycling collection	Quarterly
Vouchers	\$14.00	\$42.85*	\$18.48*	\$21.43*	\$20.23*	\$20.35*	\$19.82*	\$13.40*	\$13.97*	\$28.16*
Prohibited Items	Yes - Allow up to 2,000lbs. Additional fees for disposal of paint, pesticides, oil filters, batteries, tires, and any household appliances that contain freon.	No	No	No	No	Yes - up to 2 per year	No	No vouchers - Quarterly drop off date.	One free monthly dumping.	No
	Brush, household trash, cardboard, hazardous materials, mirrors, automotive/boats, tire rims, construction debris, sheet glass. Separate into three piles: 1) Metal 2) Passenger car tires (no rims) 3) Non-metal	Brush, household trash, cardboard, hazardous materials, mirrors, automotive/boats, tire rims, construction debris, sheet glass.	Brush, tires, batteries, paint cans	Solid waste, bulky trash, or brush bundles. Items will be accepted but billed at a rate of \$5/CY	Household hazardous waste, tires, dirt rocks, concrete, batteries, shingles, ammunition, explosives, compressed gases and propane tanks.	Tires, chemicals, ammunition, yard waste, fencing, and any construction debris (sheetrock, sink, vanity, tub, toilet, cabinet, paneling, cement, bricks, lumber, shingles or materials from remodeling).	Flammable liquids, hazardous waste, tires, batteries	Electronics, green waste, hazardous waste, loose or bagged garbage	household trash, tires, concrete, construction materials, glass, hazardous waste, roofing materials, propane tanks, soil and rocks	Construction debris: sheet rock, insulation, lumber, cinder blocks, automobiles, boats, hazardous waste, tires, batteries

**City of Fredericksburg Department of Public Works and Utilities
Curbside Bulk Waste "Cost" Estimate**

Personnel

Item	Activity	Department or Entity	# of Workers	Hours Per Worker	Avg. Hourly Rate	Cost
1	Bulk Waste Removal Labor	Street Department	6	120	\$ 20	\$14,400
2	Bulk Waste Removal Labor	Sanitation Department	6	120	\$ 20	\$14,400

Total Cost **\$28,800**
Total Man Hours **1440**

Equipment

Item	Activity	Department or Entity	Type of Equipment	Hours	Est. Avg. Hourly Operation Cost	Cost
1	Bulk Waste Removal	Street Department	Rubber Tire Loader	120	\$ 100	\$12,000
2	Bulk Waste Removal	Street Department	Dump Truck	120	\$ 80	\$9,600
3	Bulk Waste Removal	Street Department	Rubber Tire Loader	120	\$ 100	\$12,000
4	Bulk Waste Removal	Street Department	Dump Truck	120	\$ 80	\$9,600
5	Bulk Waste Removal	Sanitation Department	Rubber Tire Loader	120	\$ 100	\$12,000
6	Bulk Waste Removal	Sanitation Department	Dump Truck	120	\$ 80	\$9,600

Total Operations Cost **\$64,800**
Total Equipment Hours **720**

Loss of Landfill Revenue

Item	Activity	Department or Entity	Estimated Tonnage Collected	-	Per Ton Fee Collected	Cost
1	Bulk Waste Disposal	Sanitation Department	100	-	\$ 55	\$5,500

Total Revenue Lost **\$5,500**

TOTAL ESTIMATED "COST" \$99,100



CITY COUNCIL MEMO

DATE: October 9, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: TMRS Benefits

Summary:

At the request of several City Council members, we have scheduled a presentation by Sean Thompson with TMRS on retirement benefits offered to City employees.

Recommendation:

It is recommended that the City Council consider this presentation and provide input on whether you would like to consider any changes to the City's retirement program this year. If so, we will include these changes for your formal consideration at the next City Council meeting. Any changes that are approved would become effective on January 1.

Background / Analysis:

During the development of the 2019 City Budget we presented the City Council a report comparing our benefits with the employee benefits offered by other cities in this area. It was noted that our retirement benefits provided by TMRS were below the level provided by these other cities. This includes the fact that we provide a 5% retirement match when other cities provide either a 6% or 7% match. Also, we have updated service credits at 50% and most of the other cities provide 100% updated service credits.

The approved budget includes funding for salary increases including a 2% cost-of-living adjustment and a 2% merit increase for employees who have met their performance goals. These increases are effective on January 1. The budget does not include any funding for enhancements to our retirement benefits.

Following adoption of the budget, several Council members expressed an interest in revisiting this issue with the possibility of using funds designated for the 2% merit raise for improvements to our retirement benefits. The Council requested additional information prior to making any final decision.

At Monday's meeting Mr. Thompson will provide an overview of our current retirement benefits which are included in the attached report. He will also present information on the two options for improving these benefits. Following his presentation, he will respond to any questions from the City Council.

Attachments:

Current Retirement Benefits

Updated Service Credits

Costs for Optional Benefits


Department Approval


City Manager Approval

My City Plan as of June 2018

City name and number

Fredericksburg (00480) since 08-1952

Employee's deposit rate

5% (01-1961)

City's matching ratio

200% (01-1975)

Vesting requirement

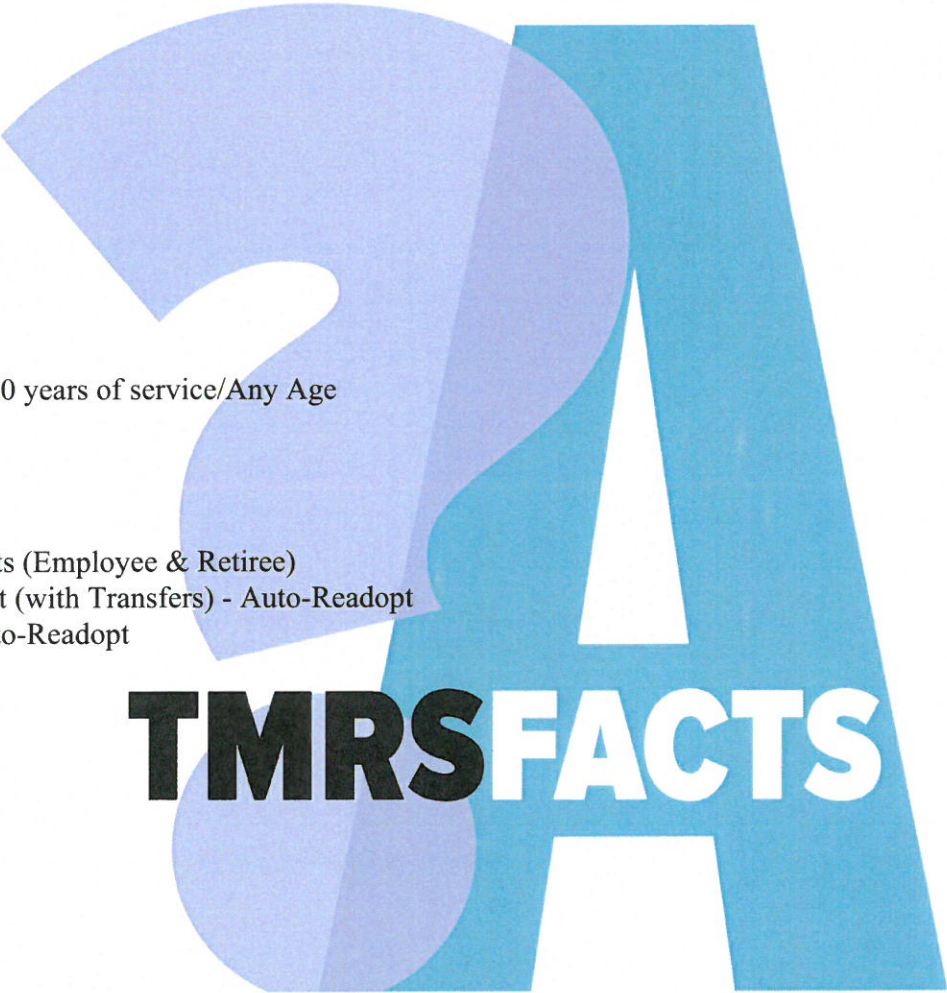
5 years of service

Retirement eligibility

5 years of service/Age 60; 20 years of service/Any Age

Additional provisions

Supplemental Death Benefits (Employee & Retiree)
50% Updated Service Credit (with Transfers) - Auto-Readopt
50% Annuity Increase - Auto-Readopt
Military Service Credit
Restricted Service Credit



TMRSFACTS

Texas Municipal Retirement System

1200 North Interstate 35, Austin, Texas 78701 • PO Box 149153, Austin, Texas 78714-9153
512.476.7577 • 800.924.8677 • Fax 512.476.5576 • phonecenter@tmrs.com

Updated Service Credit For Members

Phone: 512.476.7577 • Fax: 512.476.5576
Email: help@tmrs.com • Website: www.tmrs.com
Mailing address: P.O. Box 149153 • Austin, TX 78714-9153

Toll free:
800.924.8677
Hablamos Español.

What Is Updated Service Credit (USC)?

Updated Service Credit (USC) is an optional benefit feature of the TMRS retirement plan. The USC calculation, performed on a TMRS member's account, may grant supplemental dollar credits that can increase a member's benefit at retirement in certain situations. A city may adopt or rescind the USC provision by ordinance.

USC is designed to help a member's benefit maintain its value over the duration of the member's career. In calculating USC, TMRS looks at increases in the member's salary and at any changes the city has made to its TMRS plan, such as the deposit rate or the city's matching ratio.

How Does USC Work?

Generally, USC protects the retirement benefit by taking into account substantial increases in the employee's salary and any changes the city may have made to its TMRS plan. Although USC may increase the value of the benefit at retirement, USC neither affects the amount of money in your member account, nor the refunded amount you receive if you leave the city and withdraw your deposits and interest.

Some cities include a "TRANSFER" feature in the USC calculation. With this feature, if a member has deposits in other TMRS cities, the USC will include all service and account balances from each city.

Remember

- USC will only be part of your benefit if you retire and receive a monthly retirement payment, and the city has chosen this option as part of its plan.
- Once you receive USC, that credit will be part of the combined city and member account balance used to form your monthly benefit when you retire. USC will earn 5% interest every year until you retire.
- USC is included in your retirement estimates.
- Not all employees at the city will receive USC. If an employee has had no significant salary increases over his/her career or there's been no change to the city's matching ratio or member deposit rate, it's unlikely that employee will receive a USC.

How Can a City Adopt USC?

Cities adopt or modify USC by ordinance. Prior to adoption, TMRS prepares an actuarial study to determine the cost of the USC adoption. After receiving the TMRS study, the city determines whether it will adopt USC and the percentage (50%, 75%, or 100%) of Updated Service Credit.

The easiest way to tell if your city has USC is to use My City Plan on the TMRS website to check your city's specific plan. The USC percentage (50%, 75%, or 100% generally) and the effective year will be shown. An **R** beside the year indicates that your city has chosen to repeat the USC calculation every year. A **T** by the percentage indicates your city will include a transfer credit for service with other cities. If no percentage is shown, your city has not adopted USC.

How Is USC Calculated?

For the purposes of determining USC, a study date (the December 31 that is 13 months prior to the effective date of the USC adoption) is used to determine the average USC salary. A hypothetical balance is then calculated based on the average USC salary, the current employee deposit rate, city matching

Updated Service Credit For Members

ratio, and 3% annual interest assumption. This hypothetical balance is then compared to the member's actual deposits, earned interest, and matching funds. If the hypothetical balance is greater, then the difference between these two balances is the base updated service credit to which the percentage adopted is applied.

Other Important Questions about USC

Q. If my city grants USC, who will receive it?

A. To be eligible for USC, you must have made at least 36 monthly deposits on or before the USC study date. The study date is 13 months before the date the city adopts the ordinance. Even a member who meets the qualification may not receive USC. If a city has not increased the member deposit rate or city matching ratio during the member's career and the member has not received significant salary increases, the USC calculation may not result in a credit.

Q. What if I have worked at more than one city and they both offer USC?

A. Each city is responsible for any USC earned in that city. If your current city offers a transfer provision, the USC calculation works just like the member's regular calculation but factors in any service you may have with previous TMRS cities.

Q. Why can't I see USC in my account statements?

A. Although USC may increase the value of your retirement benefit, it is not reflected in the member contributions listed for your account. USC only becomes part of your benefit at the time you retire and draw an annuity. USC, if any, is included in the retirement estimates on your statement at the current level of your city's (or cities') adoption. ■

Example Calculation

Definitions

Average updated service compensation – the average salary for the 36 months preceding the study date. The highest and lowest monthly salaries are disregarded and the remaining 34 months are averaged.

Hypothetical reserves – the reserves that would have accumulated as of the study date under the plan of benefits in effect on the date of adoption, based on the average updated service compensation (above) and earning 3% annual interest.

Actual reserves – the balance as of the study date that includes member deposits, interest, city matching funds, and other credits funded by the city.

Sample USC Calculation: (Dollar amounts are for illustration only)

\$40,000 hypothetical reserves

\$38,000 actual reserves

\$2,000 base Updated Service Credit

× 100% (or other USC percentage adopted)

\$2,000 Updated Service Credit

Note: The member always keeps the greater of

1) the new USC that is granted, or

2) a previous USC granted, which earns 5% annual interest.

If the hypothetical reserves are not greater than the actual reserves, no additional USC is granted; however, the member does keep any previous USC granted (if any), which earns 5% interest each year.

USC_8/23/2017

Version 1.0, August 2017.

Texas Municipal Retirement System.

This leaflet is an informal presentation of information about TMRS and related issues.

If any specific questions of fact or law should arise, the statutes will govern. TMRS, MyTMRS, and the TMRS logo are registered trademarks of the Texas Municipal Retirement System.



Plan Change Study

00480 Fredericksburg

GRID 2019

For Informational Purposes Only

Effective Date - January 1, 2019

Report Date - June 26, 2018

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>	<u>2</u>
Deposit Rate	5.00%	6.00%	6.00%
Matching Ratio	2 to 1	2 to 1	2 to 1
Updated Service Credit	50% (Repeating)	50% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes	Yes
Annuity Increase	50% (Repeating)	50% (Repeating)	50% (Repeating)
20 Year/Any Age Ret.	Yes	Yes	Yes
Vesting	5 years	5 years	5 years
<u>Contribution Rates</u>	<u>2019</u>	<u>2019</u>	<u>2019</u>
Normal Cost Rate	5.98%	7.20%	8.31%
Prior Service Rate	<u>3.61%</u>	<u>4.97%</u>	<u>7.35%</u>
Retirement Rate	9.59%	12.17%	15.66%
Supplemental Death Rate	<u>0.23%</u> (A & R)	<u>0.23%</u> (A & R)	<u>0.23%</u> (A & R)
Total Rate	9.82%	12.40%	15.89%
Unfunded Actuarial Liability	\$3,962,679	\$6,182,307	\$10,051,147
Amortization Period	25 years	25 years	25 years
Funded Ratio	90.7%	86.2%	79.3%
Phase-In Total Rate	N/A	N/A	N/A
Stat Max	11.50%	12.50%	12.50%
Study Exceeds Stat Max	No	No	Yes

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 9 eligible transfer employees on the valuation date.



Plan Change Study

00480 Fredericksburg

GRID 2019

For Informational Purposes Only

Effective Date - January 1, 2019

Report Date - June 26, 2018

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>	<u>1</u>	<u>2</u>	<u>3</u>
Deposit Rate	5.00%	7.00%	7.00%	5.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	50% (Repeating)	100% (Repeating)	50% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes	Yes	Yes
Annuity Increase	50% (Repeating)	50% (Repeating)	50% (Repeating)	50% (Repeating)
20 Year/Any Age Ret.	Yes	Yes	Yes	Yes
Vesting	5 years	5 years	5 years	5 years
<u>Contribution Rates</u>	<u>2019</u>	<u>2019</u>	<u>2019</u>	<u>2019</u>
Normal Cost Rate	5.98%	9.80%	8.47%	6.89%
Prior Service Rate	<u>3.61%</u>	<u>10.06%</u>	<u>6.42%</u>	<u>4.79%</u>
Retirement Rate	9.59%	19.86%	14.89%	11.68%
Supplemental Death Rate	<u>0.23%</u> (A & R)	<u>0.23%</u> (A & R)	<u>0.23%</u> (A & R)	<u>0.23%</u> (A & R)
Total Rate	9.82%	20.09%	15.12%	11.91%
Unfunded Actuarial Liability	\$3,962,679	\$14,451,456	\$8,535,321	\$5,880,066
Amortization Period	25 years	25 years	25 years	25 years
Funded Ratio	90.7%	72.7%	81.9%	86.8%
Phase-In Total Rate	N/A	N/A	N/A	N/A
Stat Max	11.50%	13.50%	13.50%	11.50%
Study Exceeds Stat Max	No	Yes	Yes	Yes

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 9 eligible transfer employees on the valuation date.



CITY COUNCIL MEMO

DATE: October 8, 2018
TO: City Council
FROM: Shelley Goodwin, City Secretary
SUBJECT: Rosemary Estenson subjects to be discussed.

Summary:

Rosemary Estenson has requested to be on the October 15, 2018, City Council Agenda to discuss the topics listed below:

- i. Protected development areas.
- ii. Bars on Main Street.
- iii. Ordinance to protect our neighborhoods.
- iv. No Max Mansions.
- v. No more Mobile Homes.

Ms. Estenson has provided the attached email regarding her topics.

Department Approval

City Manager Approval

Shelley Goodwin

From: retail@fredericksburgherbfarm.com
Sent: Tuesday, October 9, 2018 2:41 PM
To: Shelley Goodwin
Subject: SUBJECTS TO BE DISCUSSED

To Shelley Goodwin,

I will be there October the 15th, to be on the agenda.

The subjects I would like to discuss at the Council Meeting is:

1. Protected Development Areas/
2. Bars on Main Street
3. Ordinance to protect our Neighborhoods
4. No Max Mansions, No more Mobil Homes

Thank You,
Rosemary Estenson

Future Agenda Items

City Council

November 5, 2018

Regular Meeting

City Council = Red

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events =

World War I Centennial Commemoration & Veterans Day

Parade (November 11, 2018)

Veteran's Day Holiday (November 12, 2018)

Thanksgiving Holidays (November 22 and 23, 2018)

Turkey Trot (November 24, 2018))

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Recognitions:

Minutes:

1. 10-15-18 City Council Regular Meeting.

Ordinances:

1. Water Rate Increase.
2. Changes to City Lighting Ordinance.

Resolutions:

Approvals-Misc.:

1. Consider Water Meter Purchases.
2. Standardize Business and expanding standards.

Presentations, Discussions and Updates:

1. Discussion and possible directions on Code Compliance of trash cans (Council Members Neffendorf and Musselman).

Future Agenda Items:

Executive Session:

November 19, 2018

Regular Meeting

Recognitions:

Minutes:

1. 10-15-18 City Council Regular Meeting.

Ordinances

Resolutions:

Approvals-Misc.

1. FY 2019 Budget Amendments.

Presentations, Discussions and Updates:

Future Agenda Items