

City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA MONDAY, DECEMBER 2, 2019 ~ 6:00 P.M. LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET

Linda Langerhans, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Charlie Kiehne, Councilmember
Gary Neffendorf, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, December 2, 2019, 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 November 29, 2019, 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

The City Council welcomes citizen participation and comments at all City Council Regular Meetings. The City Council offers citizens the opportunity to address them by signing up to speak prior to the meeting and to limit comments to 3-minutes.

NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific information or recitation of existing policy. TEX. GOV'T CODE § 551.042.

5. CONSENT

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

A. Consider approval of the November 12, 2019, City Council Special Minutes.
(Agenda Packet Pages 5-6)

B. Consider approval of the November 18, 2019, City Council Regular Meeting Minutes.
(Agenda Packet Pages 7-12)

- C. Consider approval of the appointments of Cathy Lindig and Wanda Detmar and the reappointment of Ruthann Hoover to the Gillespie County Health Board.
(Agenda Packet Pages 13-16)
- D. Consider approval of the 2020 City of Fredericksburg Holiday schedule.
(Agenda Packet Pages 17-20)
- E. Consider the approval of the Assessment and Collection Agreement with Gillespie Central Appraisal District effective February 1, 2020.
(Agenda Packet Pages 21-30)

6. ORDINANCE AND RESOLUTIONS

- A. Consider approval of Ordinance 2019-32 amending Article 24.000-Recreational Fees, of Appendix A – Fee Schedule, of the Code of Ordinances, to establish fees for use of the Basketball Pavilion located at Old Fair Park (first of two readings; City Council may waive second reading).
(Agenda Packet Pages 31-34)
- B. Consider approval of Ordinance 2019-33 authorizing and allowing, under the Act Governing the Texas Municipal Retirement System, “Updated Service Credits” in said system on an annual basis for service preformed by qualifying members of such system who at the effective date of the allowance are in the employment of the City of Fredericksburg; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; to increase the rate of deposits to the Texas Municipal Retirement System by the employees of the City; and establishing an effective date for the Ordinance (first of two readings; City Council may waive second reading).
(Agenda Packet Pages 35-40)
- C. November 5, 2019, Special Election
 - i. Canvass the results of the recount returns.
 - ii. Consider the approval of Resolution 2019-19 R declaring the results of the recount of the Special Election of the City of Fredericksburg, held November 5, 2019, and recount on November 22, 2019, for the purpose of a Charter Amendment.
(Agenda Packet Pages 41-44)
- D. Consider the approval of Resolution 2019-20R of intent to establish a City of Fredericksburg Property Assessed Clean Energy (PACE) Program
(Agenda Packet Pages 45-50)

7. OTHER ACTION ITEMS AND UPDATES

- A. Consider the approval of revised Interlocal Agreement with Texas Department of Public Safety (DPS) related to the program utilized by the Municipal Court.
(Agenda Packet Pages 51-60)
- B. Consider the award of bid for pre-pay proposal with Siddons Martin Emergency Group, LLC for a Fredericksburg Fire Department Impel PUC Pumper.
(Agenda Packet Pages 61-70)

8. CITY MANAGER'S REPORT

- A.** Future Annexations
- B.** Election Recount
- C.** Relief Route

9. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 71-72)

10. COUNCIL COMMENTS

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

11. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) and Section 551.071 (Consultation with Attorney):

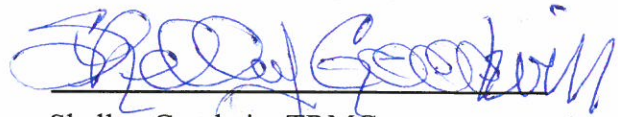
- A.** Consider and discuss economic development agreement related to the construction and operation of a Hotel and Conference Center in the City; and to receive legal advice concerning said economic development agreement (Section 551.087 and Section 551.071), and
- B.** Consider and discuss E. 290 Owners Coalition vs. City of Fredericksburg, Texas, pending in the 216th District Court (Section 551.071), and
- C.** Consider and discuss enforcement of the City's water conservation ordinance, related to water utility customers located outside the City limits (Section 551.071).

12. BUSINESS ITEM

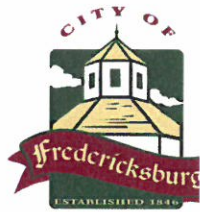
The City Council will reconvene into Regular Session upon the conclusion of the Executive Session, the City Council may take action on any item posted in Executive Session, as necessary.

13. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 3:47 p.m. on November 26, 2019, at the entrance and on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL SPECIAL MEETING NOVEMBER 12, 2019

Members Present:

Mayor Linda Langerhans
Mayor Pro Tem Gary Neffendorf
Councilmember Charlie Kiehne
Councilmember Tom Musselman

Members Absent:

Councilmember Bobby Watson

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Service Director
Shelley Goodwin, City Secretary

1. CALL TO ORDER

With a quorum of the City Council present, Mayor Langerhans called the special meeting of the Fredericksburg City Council to order at 4:30 p.m. on Tuesday, November 12, 2019, in the City Hall Conference Room, 126 West Main Street, Fredericksburg, Texas 78624.

2. PUBLIC COMMENTS

Edward Rode spoke in opposition to the Live Oak Annexation.

3. Annexation proceedings

- a. Consider the institution of annexation proceedings on the annexation of approximately 117.1 acres of land situated in Gillespie County, Texas located along the south side of W. Live Oak Street.**
- b. Review the schedule of the proceedings.**

Kent Myers, City Manager, reviewed the State Law for institution of annexation proceedings. He also reviewed the Legislation/House Bill regarding annexations.

Brian Jordan, Development Services Director, reviewed the history of the proposed annexation of 117.1 acres located along the south side of W. Live Oak. He also reviewed the process and the public hearings that have been conducted for this property. He also reviewed the schedule for the annexation if the City Council chooses to institute the annexations proceedings.

The City Council discussed the process used in the proceedings on the annexation and the properties who are ag exempted.

MOTION: A motion was made by Councilmember Neffendorf, seconded by Councilmember Musselman, to institute the annexation proceedings of approximately 117.1 acres of land situated in Gillespie County, Texas located along the south side of W. Live Oak Street. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

4. ADJOURN

Motion: A motion was made by Councilmember Neffendorf, seconded by Councilmember Musselman, to adjourn the Tuesday, November 12, 2019, City Council Special Meeting at 4:43 p.m. The City Council voted four (4) 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
NOVEMBER 18, 2019

Members Present:

Mayor Linda Langerhans
Mayor Pro Tem Gary Neffendorf
Councilmember Charlie Kiehne
Councilmember Tom Musselman

Members Absent:

Councilmember Bobby Watson

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Steve Wetz, Police Chief
Russell Immel, Information Technology Director
Laura Hollenbeak, Director of Finance
Kris Kneese, Assistant Director of Public Works and Utilities
Garret Bonn, Assistant Engineer
Shelley Goodwin, City Secretary

1. PLEDGE OF ALLEGIANCE

Mayor Langerhans led the Pledge.

2. CALL TO ORDER

With a quorum of the City Council present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, November 18, 2019, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

3. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, read a thank you email from Chris Meade, LBJ Golf Course Pro, thanking the IT Department for going above and beyond to get the internet back up and running.

4. PUBLIC COMMENTS

No one wished to speak during this item.

5. CONSENT

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

- A. Consider approval of the October 29, 2019, City Council Work Session Minutes.**
- B. Consider approval of the November 4, 2019, City Council Regular Meeting Minutes.**
- C. Consider approval of Resolution 2019-18R regarding the ballot for election of the Board of Directors for the Gillespie Central Appraisal District for the 2020-2021 term.**

Motion: A motion was made by Councilmember Musselman seconded by Councilmember Neffendorf, to approve the Consent Agenda Items 5.A.-C. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

6. ORDINANCE AND RESOLUTIONS

- A. Consider the approval of Ordinance 2019-31 amending Article V-Speed Regulations, of Chapter 44-Traffic and Motor Vehicles-of the Code of Ordinances, amending the maximum speed limit for State Highway 16 North (SH16 N) within the City Limits, determined upon the basis of an Engineering and Traffic Investigation for said roadway (first of two readings; City Council may waive second reading).**

Garret Bonn, Assistant Engineer, reviewed the need for the reduction of speed and the proposed speed limit changes. He stated pending the action on the request, TxDOT has informed the City that they will put signage out in January.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Neffendorf, to approve of Ordinance 2019-31 amending Article V-Speed Regulations, of Chapter 44-Traffic and Motor Vehicles-of the Code of Ordinances, amending the maximum speed limit for State Highway 16 North (SH16 N) within the City Limits, determined upon the basis of an Engineering and Traffic Investigation for said roadway. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Neffendorf, to waive the second reading for Ordinance 2019-31. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

B. November 5, 2019, Special Election

i. Canvass the results of the returns.

Mayor Langerhans stated the City of Fredericksburg received a Recount Petition on Friday, November 5th at 4:30 p.m. The Recount Petition has been certified, and the Recount will take place on Friday, November 22nd at 9:00 in the Fire Training Room. The recount does not delay the canvass, but a notation will be placed on the tabulation and in the minutes that the measure is involved in a recount.

Terry Hamilton, Presiding Judge of Central Count, provided the Official Canvassing Envelope. He explained the tally sheets, the result and how an undervote could occur. He also reviewed why the returns changed after election day.

The City Council reviewed the Returns and the Tally Sheets for the City of Fredericksburg Special Election.

Kent Myers, City Manager, stated that Mayor Langerhans received a Recount Petition from Clean Water Fred. He reviewed the process for verifying the petition.

Daniel Jones, City Attorney, stated that since Gillespie County uses electronic counting equipment, so the petitioners are not required to state their intentions for a recount.

ii. Consider the approval of Resolution 2019-17R declaring the results of the Special Election of the City of Fredericksburg, held November 5, 2019, for the purpose of a Charter Amendment.

Motion: A motion was made by Councilmember Neffendorf seconded by Councilmember Musselman, to approve Resolution 2019-17R declaring the results (subject to pending recount) of the Special Election of the City of Fredericksburg, held November 5, 2019, for the purpose of a Charter Amendment and to include

	EARLY VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
YES	339	402	741
NO	672	587	1259

The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

Daniel Jones, City Attorney, provided information on the role of the Recount Supervisor/Coordinator and the Recount Committee Team. He also provided a list of individuals who are allowed in the counting room.

Shelley Goodwin, City Secretary, provided the procedures and rules for the Recount. She also reviewed the process that will be used for the manual count of the City's measure on the November 5, 2019, ballots.

7. OTHER ACTION ITEMS AND UPDATES

A. Consider the approval of CXT Concrete Buildings Sourcewell quote for the restroom and shower for the LBJ Park.

Andrea Schmidt, Park Department Director, reviewed the project. She stated \$240,000 was approved for restroom and shower for LBJ Park, and a quote for \$221,485 was received from Sourcewell. She stated Staff recommends the approval of the CXT Concrete Building restroom and shower quotes.

Motion: A motion was made by Councilmember Kiehne, seconded by Councilmember Neffendorf, to approve the CXT Concrete Buildings Sourcewell quote for the restroom and shower for the LBJ Park. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

B. Consider the approval of the additional service proposal from Biggs and Matthews Environmental to perform Professional Services for construction phase services and construction quality assurance services for Landfill Cell #8

Garret Bonn, Assistant Engineer, reviewed the history of the project. He also reviewed the map of the landfill and the different cells.

Motion: A motion was made by Councilmember Neffendorf, seconded by Councilmember Musselman, to approve the additional service proposal from Biggs and Matthews

Environmental to perform Professional Services for construction phase services and construction quality assurance services for Landfill Cell #8. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

C. Consider the award of bid for Construction Contract to W.L. Contracting for the Landfill Cell #8 CIP Project.

Garret Bonn, Assistant Engineer, reviewed construction contract, drainage leach systems in the different cells, and the need for the project. He also reviewed the bid process.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Neffendorf, to award a bid for Construction Contract to W.L. Contracting for the Landfill Cell #8 CIP Project. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

D. Consider the award of bid for Geosynthetics Contract to Patriot Environmental for the Landfill Cell #8 CIP Project.

Garret Bonn, Assistant Engineer, reviewed the Geosynthetics Contract and why the construction contract was broken into two contracts. He also reviewed the life of the current Landfill Cell.

Motion: A motion was made by Councilmember Musselman seconded by Councilmember Kiehne, to award a bid for Geosynthetics Contract to Patriot Environmental for the Landfill Cell #8 CIP Project in the amount of \$333,207.82. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

E. Consider the approval of the Inter-local Agreement for the My Permit Now software access, and permit purchase agreement with My Government Online.

David Millegan, Building Official, reviewed the process used for finding software to assist Development Services with management of permitting, plan review, inspections, Code Enforcement and Addressing/GIS Integration. He explained after the local agreement is signed and then migration of documents occurs the program should be up and running in February 2020.

Brian Jordan, Development Services Director, stated state statute requires the City Council to approve the authorization to allow the City Manager to enter into the interlocal agreement.

The City Council discussed the agreement and the different processes the software provides.

Motion: A motion was made by Councilmember Neffendorf, seconded by Councilmember Musselman, to approve the City Manager to enter into an Inter-local Agreement for the My Permit Now software access, and permit purchase agreement with My Government Online. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

F. Receive a presentation and discuss the Seven Hills Hotel Conference Center.

Dennis Murphy, Seven Hills Hotel Conference Center, introduced the group from Seven Hills and Thayer Leadership Group.

Don Brennon, Seven Hills Conference Center, introduced and read Casey Thomas' Bio. Mr. Thomas provided the History of the Thayer Leadership Virginia Group and stated they were excited to be expanding into the Texas Markets for Leader Development. He stated he feels the group will be able to assist with putting heads in beds during the weekdays.

Dennis Murphy announced Fred Griffin, Griffin Partners, has joined the group and contributed \$6 million.

Councilmember Musselman inquired to whether the financing was in place and when will construction begin.

Dennis Murphy, Seven Hills Hotel Conference Center, stated the permanent financing is in place and this project will still be part of the Hilton Hotels. He did not provide a specific date for the construction to begin but estimated that construction would start early next year.

G. Receive a presentation and discuss Boot Ranch water conservation plans.

Mark Enderle provided a letter regarding water conservation that will be provided to residents of Boot Ranch. He stated the Property Owners Association wants to assist with the conservation and approach this as a team effort with the City. He introduced Cade Emerson, Boot Ranch Development Services.

Kent Myers, City Manager, provided the history of Boot Ranch and the rules regarding the watering restrictions

Moe Saiidi provided copies of a Water Assessment that he developed for Boot Ranch. He also reviewed the cost of water and expenses he feels the City is absorbing.

Mark Enderle stated the letter is a start in the direction of conserving water and that they want to be a good neighbor.

8. CITY MANAGER'S REPORT

A. January City Council Work Session

Kent Myers, City Manager, stated it's time to start looking at dates and topics for a January City Council Work Session. He reviewed a few topics the City Council might consider:

- Major Projects for the upcoming year
- Financial challenges
- Police Department recruiting challenges

B. Meeting with Historic Review Board and Planning and Zoning Commission

Kent Myers, City Manager, stated the City Council might consider holding a joint meeting with the Historic Review Board and Planning and Zoning Commission in January to discuss the following:

- Development of design guidelines
- Density for residential developments

The City Council agreed to hold a joint meeting.

9. Future Agenda

Kent Myers, City Manager, reviewed the upcoming agenda items.

10. COUNCIL COMMENTS

No comments were provided.

11. ADJOURN

Motion: A motion was made by Councilmember Kiehne, seconded by Councilmember Musselman, to adjourn the Monday, November 18, 2019, City Council Regular Meeting at 7:40 p.m. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: November 25, 2019
TO: City Council
FROM: Kelli Olfers
SUBJECT: Gillespie County Health Board Appointments

Summary:

We currently have three positions than need to be filled on the Gillespie County Health Board. Board terms are for 3 years and start January 2020

Recommendation:

It is recommended that council approve one reappointment, Ruthann Hoover. It is also recommended that the council approve two new applicants, Cathy Lindig and Wanda Detmar.

Background / Analysis:

The Gillespie County Health Board is a county board that advises City Council and Commissioners Court on items dealing with the general health and safety of Gillespie County residents.

Attachments:

See attached new applications.

Department Approval

City Manager Approval

The City of Fredericksburg



City of Fredericksburg

Application for Consideration of Appointment

Board / Commission / Committee You Are Applying For: (Check all that may apply)

- ☐ Planning & Zoning ☐ Historic Review Board ☐ Board of Adjustment
☐ G.C. Economic Development Commission ☐ City/County Health Board
☐ Other _____

Name: Mrs Cathy S. Lindig Date: 11-5-19
(Title) (First) (M.I.) (Last)

Home Address: 65 Lindig Circle Stonewall (830) 456-9562
(Street) (Home Phone Number)

Mailing Address: 23 Lindig Circle Stonewall (830) 456-9562
(Street or Post Office Box #) (Business Phone Number)

Fax Number: _____ E-mail Address: _____

Employer: SELF / 65 Lindig Circle Stonewall
(Name / Address)

Occupation: domestic engineer / Farm and ranch

Are you a qualified voter of the City of Fredericksburg? Yes No Stonewall

Are you a City of Fredericksburg resident? _____ Yes No How Long? 20 yrs
Stonewall

So the council may know more about you, please complete the following:

Education: H.S. graduate, some college, dental, and first Res Pond

Volunteer Experience / Community Service: SVFD, Fishes Plaques Trinity Lutheran church, PTO

Areas of Interest: _____

Please specify membership on any other governmental or community board/commission/committee:

PTO - Vice president Stonewall elementary

Please provide a brief narrative outlining your reasons for seeking appointment to a board or commission.
(Resumé or additional information may be attached.)

To represent Stonewall and other parts of Gillespie County.

Cathy Lindig
Signature

11-5-19
Date

Please return the completed form to the City Manager's office for processing. Your application will be kept on file for 12 months.



City of Fredericksburg

Application for Consideration of Appointment

Board / Commission / Committee You Are Applying For: (Check all that may apply)

- ☐ Planning & Zoning ☐ Historic Review Board ☐ Board of Adjustment
☐ G.C. Economic Development Commission ☐ City/County Health Board
☐ Other _____

Name: _____ Date: 11/26/19
(Title) (First) (M.I.) (Last)

Home Address: 103 Tanglewood Dr.
(Street) (Home Phone Number)

Mailing Address: Same
(Street or Post Office Box #) (Business Phone Number)

Fax Number: _____ E-mail Address: wandad@fisd.org

Employer: FISD
(Name / Address)

Occupation: FISD Outreach Liaison

Are you a qualified voter of the City of Fredericksburg? ☒ Yes ☐ No

Are you a City of Fredericksburg resident? ☒ Yes ☐ No How Long? 16 yrs.

So the council may know more about you, please complete the following:

Education: BS Education

Volunteer Experience / Community Service: Community Outreach with Hispanic community

Areas of Interest: health, mental health

Please specify membership on any other governmental or community board/commission/committee:

SHAC (FISD health board)

Please provide a brief narrative outlining your reasons for seeking appointment to a board or commission.
(Resumé or additional information may be attached.)

Through my work and involvement with FISD families I'm constantly reminded of the health/community needs.

Signature: Wanda Detmar Date: 11/26/19

Please return the completed form to the City Manager's office for processing. Your application will be kept on file for 12 months.



CITY COUNCIL MEMO

DATE: December 2, 2019

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

SUBJECT: 2019 Employee Holiday Schedule

Summary:

Each year the City Council officially approves the City Holiday schedule for the following year.

Recommendation:

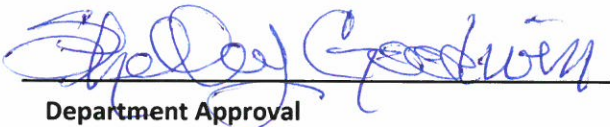
It is recommended that the City Council approve the 2020 Holiday schedule.

Background / Analysis:

Attached is the proposed 2020 Holiday schedule for your consideration along with the Holiday schedule recently approved for Gillespie County

Attachments:

Proposed City Holiday schedule along with approved County Holiday schedule.


Department Approval


City Manager Approval

The City of Fredericksburg

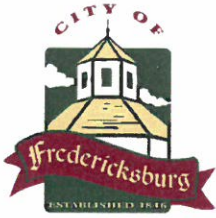
2020 City of Fredericksburg Employee Holiday Schedule

New Year's Day	Wednesday, January 1, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2019
County Fair Day	Friday, August 21, 2020
Labor Day	Monday, September 7, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020 Friday, November 27, 2020
Christmas Eve	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020

Gillespie County, Texas

2020 SCHEDULED HOLIDAYS

NEW YEAR'S DAY	Wednesday	January 1, 2020
MARTIN LUTHER KING DAY	Monday	January 20, 2020
PRESIDENTS' DAY	Monday	February 17, 2020
TEXAS INDEPENDENCE DAY	Monday	March 2, 2020
GOOD FRIDAY	Friday	April 10, 2020
MEMORIAL DAY (OBSERVED)	Monday	May 25, 2020
INDEPENDENCE DAY	Friday	July 3, 2020
GILLESPIE COUNTY FAIR DAY	Friday	August 21, 2020
LABOR DAY	Monday	September 7, 2020
VETERANS DAY	Wednesday	November 11, 2020
THANKSGIVING	Thursday & Friday	November 26 & 27, 2020
CHRISTMAS	Thursday & Friday	December 24, & 25, 2020



CITY COUNCIL MEMO

DATE: November 25, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Tax Collection Agreement

Summary:

The attached tax collection agreement between the City and Gillespie Central Appraisal District requires approval by the City Council.

Recommendation:

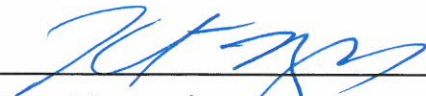
It is recommended that the City Council approve the attached tax collection agreement.

Background / Analysis:

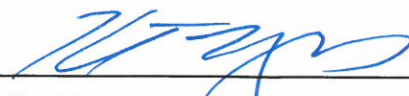
Several years ago, the Appraisal District took over property tax collections from Gillespie County. They have done a great job in collecting and remitting these taxes on a timely basis. At the same time, they have controlled expenses charged to local taxing entities.

Attachments:

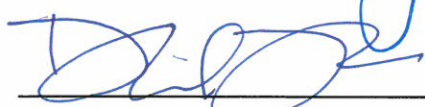
Letter from Appraisal District
Tax Collection Agreement



Department Approval



City Manager Approval



City Attorney Approval



GILLESPIE CENTRAL APPRAISAL DISTRICT

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

October 23, 2019

City of Fredericksburg
c/o Kent Myers, City Manager
126 West Main Street
Fredericksburg, TX 78624

RE: 2020 Property Tax Collection Contract

Dear Mr. Myers,

Please find attached the proposed collection contract between the Gillespie Central Appraisal District and the City of Fredericksburg. I was asked to review your contract for property tax collections with Gillespie Central Appraisal District. It has been several years since the contract was updated. The contract was modified for clarity and changes to the Property Tax Code. Section III (C) was added to comply with Senate Bill 2 from this year's legislative session. Also, terms for the truth-in-taxation calculations were updated to meet the required language from Senate Bill 2. This contract will be effective on February 1, 2020 if it is approved and signed by all of the taxing entities.

I am asking you to review the contract and, if your taxing entity finds it agreeable, have it approved and signed by the beginning of December. I plan on having these contracts on the Gillespie Central Appraisal District Board of Directors agenda in December.

If you have any questions regarding the contract or changes to it then please contact me. If you wish that I be in attendance at any of your taxing entity's meetings then please let me know.

Sincerely,

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

Scott Fair, RPA
Chief Appraiser

STATE OF TEXAS §
COUNTY OF GILLESPIE §

I. PURPOSE

II. TERM

III. APPOINTMENT OF CHIEF APPRAISER

IV. SERVICES TO BE PERFORMED

Page 1 of 7
24

all the duties provided by the laws of the State of Texas for the collection of said taxes, unless specifically modified or restricted in this Contract.

B. GCAD shall perform all the functions set out in the Definitions section of this contract. GCAD agrees to prepare tax statements for each taxpayer of CITY. GCAD shall timely mail said tax statements to each taxpayer within the taxing jurisdiction as provided in Section 31.01 of the Texas Property Tax Code, as amended.

GCAD shall provide the following reports monthly to CITY:

- (1) Tax Collections Activity Report by Year – includes the monthly taxes collected, penalties, interest, attorney’s fees, shortages, overages, and refunds for each month.
- (2) Refund Paid Report – includes the monthly detail of the refunds paid out by tax year.
- (3) Modified Bill report – includes the monthly detail of the adjustments made to the levy.
- (4) Delinquent Tax Roll Report – includes all delinquent accounts by account number and name.
- (5) Any additional reports which may be requested by CITY or the delinquent tax attorneys contracted by GCAD; provided, however, that GCAD reserves the right to charge CITY for the additional actual cost of producing these additional reports. GCAD shall notify CITY of an estimate of the cost of producing additional reports and CITY shall agree to cost prior to production of the reports.

C. GCAD shall calculate the no-new-revenue tax rate, the voter-approval tax rate, and the de minimus rate after appraisal roll has been certified. The CITY shall be responsible for publishing any and all notices. The CITY shall provide GCAD the contact information of person GCAD will be transmitting information with concerning Truth in Taxation rates.

V. CALCULATION OF COSTS

A. GCAD shall estimate its costs of assessing and collecting taxes for all participating taxing units each year during its normal budgeting process. The estimate of the cost of assessing and collecting shall be approved in the same manner as the rest of GCAD’s budget. Should the amount estimated for assessment and collection prove insufficient, GCAD may amend the budget at that time by utilizing the same procedures normally used to amend its budget, and shall notify the taxing units in writing of any cost changes.

B. In the event payment received in any one year exceeds the actual costs of assessing and collecting, GCAD shall credit the excess amount against CITY’s allocated payments for the following year, reimburse CITY the excess funds collected from CITY, or request CITY to allow GCAD to retain unspent funds and use for a specific and designated purpose.

C. If any costs are attributed to a single taxing unit, then that taxing unit shall pay all of such costs.

VI. ALLOCATION OF COSTS

Collection costs for participating entities shall be allocated using the following formulas:

A. The Gillespie County Water Control and Improvement District (GWCID), the Hill Country Underground Water Conservation District (HCUWCD), and the Stonewall Water Control and Improvement District (SWCID) payments for assessing and collecting shall be equal to 3% of the amounts levied for each entity.

B. The County of Gillespie, the City of Fredericksburg, Fredericksburg Independent School District, Harper Independent School District, and Doss Common Consolidated School District shall be allocated by subtracting the HWCID, HCUWCD, SWCID allocation from the approved collection budget and allocating the remainder of the budget to the County, City, and Schools by the number of parcels assessed.

VII. PAYMENT FOR COLLECTION SERVICES

A. CITY shall make advance payments to GCAD for the estimated actual cost of providing the services under this contract. For the calendar year beginning January 1, 2020, and in subsequent years in which collection-related services are provided, GCAD shall state in its annual budget the estimated cost of providing collection-related services to CITY during each budget year. Payment shall be made quarterly in the same manner that other budget payments are made to GCAD. Adjustments to account for differences between the estimated costs of providing collection-related services and the actual costs for providing these services shall be resolved by issuing an invoice to CITY if the cost estimate was too low. If the cost estimate was too high then the surplus money shall be dealt with as described in Section V.

B. CITY agrees that all interest income accrued on funding of the District pursuant to this contract and all tax certificate fees collected by GCAD pursuant to this contract shall belong to and be retained by GCAD.

VIII. OTHER JURISDICTIONS

GCAD and CITY agree that any other political subdivision authorized under the provisions of the Property Tax Code to participate in GCAD may join in an identical, similar, or analogous contract by agreeing to its terms and conditions and further agreeing to pay such costs as may be determined by GCAD as necessary to provide services pursuant to this contract. It is expressly agreed that GCAD shall have sole discretion to estimate the costs of collecting for any additional entity which contracts to have its taxes collected, and to recalculate estimated proportionate payments for all affected entities for the year beginning the next January 1 after the additional entity contracted with GCAD to collect its taxes.

IX. EFFECTIVE DATE AND TERMINATION

A. This contract may be terminated by GCAD or by CITY effective on February 1 of any succeeding year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than September 1 before the year for which the contract will be terminated. In the event of such termination, CITY shall be obligated to make any

payment under this contract which becomes due during the last year in which the contract remained effective, and GCAD shall be obligated to provide the previously-described services through January 31 of the year in which the contract is terminated.

B. The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

X. FUNDING OUT CLAUSE

In the event of the failure of GCAD to receive or collect funds sufficient to satisfy the obligation contained herein, or of the statutory abolition of GCAD, this agreement may be terminated immediately without further liability to GCAD or to CITY.

XI. ENTIRE AGREEMENT

This contract constitutes the only agreement between GCAD and CITY relative to the providing of collection services for the period involved. This agreement supersedes any and all prior agreements and contracts which either of the parties to this contract may have previously entered into regarding the assessment or collection of property taxes.

XII. AMENDMENT

No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be (1) in writing, (2) dated subsequent to the date this agreement was originally signed, and (3) signed by each of the parties to this agreement, evidencing all necessary and proper authority.

XIII. LEGAL CONSTRUCTION

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision[s] had never been contained in this Agreement.

XIV. REMITTANCE OF COLLECTION

The taxes collected shall be remitted to CITY not less than weekly during the months of February through October and twice a week during the months of November through January. GCAD shall be allowed appropriate offsets and credits for refunds, insufficient funds checks and clerical errors.

XV. ADMINISTRATIVE PROVISIONS

All expenses incurred by GCAD for the assessment and collection of taxes shall be clearly kept on the books and records of GCAD. CITY and CITY's designated representatives are

authorized to examine the records to be kept by GCAD at such reasonable times and intervals as the parties agree to deem appropriate. Such books and records shall be kept in the offices of GCAD.

XVI. DELINQUENT TAX COLLECTIONS

CITY and GCAD agree that there will be one (1) delinquent tax attorney representing all taxing entities for which GCAD collects. This attorney shall be elected by majority of votes, with GCAD receiving one (1) vote and each taxing entity for which GCAD collects receiving one (1) vote. GCAD shall nominate an attorney by September 30th of the year and votes shall be cast by November 30th. The elected attorney shall negotiate an annual contract with GCAD that will commence on January 31st. If GCAD does not nominate an attorney by the deadline then the entities for which GCAD collects may call for an election by majority vote, with each entity and GCAD receiving one (1) vote. Votes for calling an election must be cast by October 31st. In a year where there is no election of an attorney the current attorney may enter into a new annual contract with GCAD by the following January 31st.

GCAD reserves the right to contract with an attorney or attorneys for the collection of delinquent taxes based upon the entities' votes or contentment with the current delinquent tax attorney and the right to institute all suits for the collection of delinquent taxes as GCAD deems necessary. CITY shall cooperate with GCAD and the attorney or attorneys retained by GCAD for the collection of delinquent taxes. Once accounts have been turned over to an attorney or attorneys for delinquent tax collection, the attorney or attorneys shall be responsible for the negotiation of and preparation of installment agreements for the payment of delinquent taxes on behalf of CITY. Prior to such time, GCAD shall be permitted to enter into installment agreements on behalf of CITY with delinquent taxpayers who are not in default in the payment of delinquent taxes under another installment agreement for the same taxes, provided, however, that no such installment agreements shall extend for a period of more than six (6) months unless GCAD or the delinquent tax attorney or attorneys for GCAD otherwise agree in writing. Excepting from this is that residence homestead accounts must have agreements that are a minimum of twelve (12) months and a maximum of thirty-six (36) months. CITY agrees that GCAD shall pay the delinquent tax attorney fees out of the fees collected and report payments to CITY on a regular basis.

XVII. MISCELLANEOUS PROVISIONS

A. CITY agrees to transfer to the possession and control of GCAD without charge, copies of all records necessary for the performance of the duties and responsibilities of CITY pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records not otherwise available to GCAD and which are available to CITY.

B. GCAD shall not be liable to CITY due to any failure to collect taxes nor shall the chief appraiser be liable for any failure to collect taxes unless such failure to collect taxes results from some failure on the part of the chief appraiser or appraisal district staff to perform the duties imposed by law or under this Contract.

C. This contract shall be construed and governed by the laws of the State of Texas and

is performable in Gillespie County, Texas.

D. No party shall be bound by any communications between them on the subject matter of this contract unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this contract, and (c) is agreed to, in writing, by all parties to this contract.

E. CITY agrees that any interest accrued in the GCAD Tax Collections Account shall accumulate for the GCAD budget year. All entities for which GCAD collects shall allow the sum of the interest to be used to pay down the collection budget in the following year.

F. Taxes, penalties, and interest collected by GCAD shall first be deposited into a depository selected by GCAD.

G. GCAD agrees to obtain a surety bond as required by applicable law.

XVIII. REFUNDS

CITY designates the chief appraiser of GCAD as its auditor for the sole purpose of approving or disapproving refunds as required by Section 31.11 of the Texas Property Tax Code up to the amount of \$5000. All refund requests for overpayment or erroneous payment in excess of \$5000 shall be sent to the taxing unit by the chief appraiser for approval by the taxing unit's governing body as required by Section 31.11.

XIX. WAIVER

CITY designates the chief appraiser of GCAD as its agent for the sole purpose of determining if penalties and interest shall be waived up to the amount of \$500. All discretion for approving any waiver of penalties and interest up to the amount of \$500 is hereby vested with the chief appraiser of GCAD. In each case of application for waiver of penalty and interest over \$500 the chief appraiser shall send such application to the taxing unit for approval or disapproval by the taxing unit's governing body.

XX. DEFINITIONS

For purposes of this contract, the terms "assessment" and "collection" shall include but not be limited to the following: calculation of tax, preparation of current and delinquent tax rolls, proration of taxes as required by law, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, posting of tax rates on GCAD's internet website, and calculation of a no-new-revenue tax rate required by Chapter 26 of the Texas Property Tax Code, as amended. The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code, as amended.

IN WITNESS WHEREOF, this Agreement is executed by the authority of the governing bodies of the respective parties hereto on the dates shown.

Signed this _____ day of _____, 2019.

By _____
Presiding Officer, CITY

ATTEST:

Secretary, CITY

Signed this _____ day of _____, 2019.

By _____
Presiding Officer, GCAD BOD

ATTEST:

Secretary, GCAD BOD



CITY COUNCIL MEMO

DATE: December 2, 2019

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Ordinance to establish Old Fair Park Basketball Pavilion fees

Summary:

In October 2017, City Council approved the Morning Rotary Club's proposal to build a basketball pavilion at Old Fair Park. The pavilion should be completed by the end of 2019 and will be available for use by the public. There has been a great deal of interest from a variety of groups to use these courts not only for basketball but for soccer, pickleball, volleyball and organized workouts.

Staff researched how other cities handle their basketball pavilion use and found a wide variety of fees and policies. Staff also met and spoke to Fredericksburg Morning Rotary Club members and local basketball groups to receive their input on this facility. After these meetings and research staff is recommending a \$10 per hour fee with a minimum reservation of 2 hours. Lights are included with this reservation fee. No deposit is recommended at this time.

The individuals spoken to were comfortable with a fee in this range. The pavilion will be reserved for athletic activities and on three days of the week. The other four days will be on a first come, first serve basis. Staff will monitor this over the first 6 months to a year and make revisions to the use policy as needed.

Recommendation:

Consider approving an ordinance to establish a \$10 per hour fee with a minimum of a two hour rental for the basketball pavilion at Old Fair Park.

Background / Analysis:

Staff researched how several other Texas cities handle their basketball pavilion reservations. Below is a table with the cost comparisons to other cities. The outdoor basketball pavilion at Lady Bird Park will continue to be used on a first come, first serve basis at no cost.

City	Time	Cost	Notes
Victoria, TX	1 hr.	\$ 15	multi use pavilion with no tables or BBQ pits, does have restroom and playground, 1 court
Odessa, TX	3 hrs.	\$ 9	per court - extra hours \$3 each
Bay City, TX	1 hr.	\$ 25	\$50 deposit also required
Universal City, TX	Daily	\$ 75	\$100 fee for non-residents/100 deposit for all, some picnic tables available, 1 court
Round Rock Sports Center	1 hr.	\$ 80	Indoor facility - \$55 per hr. off peak
Duncanville Fieldhouse	1 hr.	\$ 50	Indoor facility
Angleton, TX	n/a	n/a	1 covered basketball pavilion that may not be rented – not available for rent
San Angelo, TX	n/a	n/a	3 uncovered courts - none available for rent
League City	n/a	n/a	1 uncovered court not available for rent
New Braunfels	n/a	n/a	6 uncovered courts - none available for rent
Fredericksburg, TX	n/a	n/a	currently do not rent our one uncovered court at LBJ Park

Attachments:

Fees ordinance



Department Approval



City Attorney Approval



City Manager Approval

ORDINANCE NO. 2019-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE 24.000 – RECREATIONAL FEES, OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO ESTABLISH FEES FOR USE OF THE BASKETBALL PAVILION LOCATED AT OLD FAIR PARK.

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

Section 1. That, Article 24.000 “Recreational Fees”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended by the creation and addition of a Section 24.350 in its entirety, as follows:

Sec. 24.350 - Fees for use of Basketball Pavilion at Old Fair Park.

Rental fee for use of the basketball pavilion located at Old Fair Park is Ten dollars per hour (\$10.00/hr.), with a required minimum rental period of two (2) hours.

{End of code text}

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

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

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

PASSED AND APPROVED on this the ____ day of December, 2019.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



CITY COUNCIL MEMO

DATE: November 25, 2019

TO: Mayor and City Council

FROM: Tammie Loth, Human Resources Manager

SUBJECT: Ordinance to increase Texas Municipal Retirement System benefits

Summary:

During the budget process, the City Council approved an increase to retirement benefits and money was included in the Fiscal Year 2020 budget for the increase. TMRS has prepared an ordinance for approval to change the employee's contribution rate to 6%, maintain the City's matching funds at a rate of 2:1 and to remove the statutory maximum allowed for a 6% contribution rate. The increase will become effective January 1, 2020.

Recommendation:

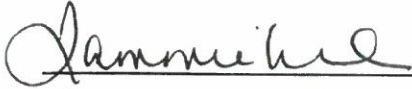
Approve ordinance submitted by TMRS

Background / Analysis:

The results of an employee survey conducted in 2018 confirmed our employees are in favor of increasing retirement benefits. City Council and City of Fredericksburg staff have been working through the last two budgets to implement some increases. This year an increase in the employee's contribution rate from 5% to 6% was approved.

Attachments:

Letter and Ordinance from TMRS



Department Approval



City Manager Approval



Ms. Tammie Loth
Human Resource Director
City of Fredericksburg
126 West Main
Fredericksburg, TX 78624

Dear Ms. Loth:

We are pleased to enclose a model ordinance for your city to adopt:

**6% Employee Deposit Rate
100% Updated Service Credits, including Transfers, and
50% of CPI Increase to Annuitants
Annually Repeating**

By statute, when a city changes its employee deposit rate and the city currently offers Updated Service Credits (USC)/Annuity Increases on an annually repeating basis, the city must re-adopt these annually repeating provisions. This re-adoption is necessary because there are new USC costs associated with the new provisions. Therefore, the enclosed ordinance includes the city's re-adoption of these benefits.

By adopting this ordinance, your city will not need to adopt an ordinance each year to re-authorize calculation of these benefits. The USC/Annuity Increase will remain in effect for future years until it is discontinued by an ordinance adopted by the City Council.

~~With the adoption of these additional benefits your city's contribution rate for the remainder of 2019 will be 15.89%.~~ Beginning January 1, 2020 your city's contribution rate will be 16.45%.

We will appreciate receiving a copy of this ordinance as soon as possible after its adoption.

Please feel free to contact me at 1-800-924-8677 if you need assistance or additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric W. Davis", is written over a horizontal line.

Eric W. Davis
Deputy Executive Director



ORDINANCE 2019-33

TMRS-Dep USC T CPI R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE IN THE EMPLOYMENT OF THE CITY OF FREDERICKSBURG; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Section 1. Authorization of Updated Service Credits.

- (a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).
- (b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.
- (c) The Updated Service Credit hereby allowed and provided for shall be 100% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).
- (d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.
- (e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Section 2. Increase in Retirement Annuities.

- (a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.
- (b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 50% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.
- (c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
- (d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.
- (e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System.

Section 3. Dates of Allowances and Increases. The initial allowance of Updated Service Credit and Increase in Retirement Annuities hereunder shall be effective on **January 1, 2020**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

BE IT FURTHER ORDAINED:

Increased Deposit Rate: All employees of the City, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of 6% of their individual earnings effective 1st day of _____, 20____.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of _____ 20____.

Passed and approved this the _____ day of _____, 20_____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



CITY COUNCIL MEMO

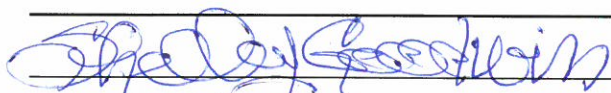
DATE: December 2, 2019
TO: Mayor and City Council
FROM: Shelley Goodwin, City Secretary
SUBJECT: November 5, 2019 Special Election

Summary: The City Council is required to canvass recount of the November 5, 2019 Special Election.

Recommendation City Staff recommends approving the Resolution of the results from the November 22, 2019 recount.

Background / Analysis: The Election Law Code provides for procedures for local canvassing. The City Council will receive a canvass envelope at the December 2nd meeting. This envelope will include the tally sheets and each count breakdown from the recount.

Attachments:
Resolution 2019-19R


Department Approval


City Manager Approval


City Attorney Approval

RESOLUTION NO. 2019-19R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FREDERICKSBURG, TEXAS, DECLARING THE RESULTS OF THE
RECOUNT OF THE SPECIAL ELECTION OF THE CITY OF
FREDERICKSBURG, HELD NOVEMBER 5, 2019 AND RECOUNT ON
NOVEMBER 22, 2019, FOR THE PURPOSE OF A CHARTER AMENDMENT.**

WHEREAS, it is hereby found and determined that notice of the election held on November 5, 2019 was duly given in the form, manner and time required by law, and said election was conducted by Gillespie County on behalf of the City pursuant to contract, and in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, it is imperative to consider the returns of the election held on November 5, 2019, for the purpose of a City Charter amendment to add Sec. 11.12, as set forth below:

“Sec. 11.12 -Fluoridation of Public Water Supply Prohibited.

The City of Fredericksburg, including its departments, agents, and contractors, SHALL NOT FLUORIDATE THE PUBLIC WATER SUPPLY or accept any fluoridated water for use in the City of Fredericksburg public water system, including but not limited to the addition of Hydrofluorosilicic Acid, Hexafluorosilicic Acid, Sodium Silicofluoride, or any other fluoride derivative. The City of Fredericksburg shall not purchase, install, or allow the installation of fluoridation equipment to be used in relation to the City of Fredericksburg municipal water supply or its distribution system. Notwithstanding any other provision of this Section, the City may accept and use naturally occurring fluoridated water in the City of Fredericksburg public water system.

A vote of YES will be to stop adding fluoride”; and

WHEREAS, a Petition Requesting a Recount was filed on November 15, 2019, requesting a recount for the special election of the City held on November 5, 2019, for the purpose of a City Charter amendment, as set forth in above recital paragraph; and

WHEREAS, the returns of said recount have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling places and for early voting, as canvassed and tabulated by this governing body, are as follows:

	EARLY VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
YES	339	403	742
NO	674	587	1261

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

SECTION 1. The special election held on November 5, 2019, for the purpose of a City Charter amendment, was duly called, that notice of said election was given in accordance with law, to the best of the City's knowledge said election was held in accordance with law, and that the proposed City Charter Amendment failed, based on the final results of the recount which was held on November 22, 2019.

SECTION 2. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public.

SECTION 3. This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ON THIS THE 2ND DAY OF DECEMBER, 2019.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: November 25, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Resolution of Intent-Texas Pace Program

Summary:

As a follow up to the recent presentation on the Texas Pace Program, attached is a resolution indicating the City's intent to create this program in the City of Fredericksburg and our ETJ. The adoption of this resolution will start the process of establishing this program. A public hearing is scheduled at the January 6th Council meeting to get citizen input of the Program prior to approval.

Recommendation:

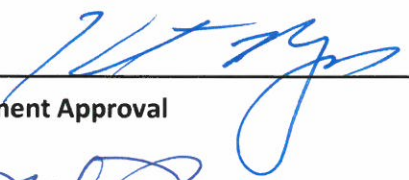
It is recommended that the Resolution of Intent be approved.

Background / Analysis:

At a City Council meeting last month, a presentation was provided that describes the Texas Pace program. This program provides financial incentives for large projects that incorporate energy saving improvements as part of their projects. The City is a conduit for these incentives and will not provide any financing or have any financial obligations. Several local projects, including the Albert Hotel, have indicated an interest in this type of financing.

Attachments:

Resolution of Intent



Department Approval



City Manager Approval



City Attorney Approval

RESOLUTION 2019-20 R

THE CITY OF FREDERICKSBURG CITY COUNCIL
RESOLUTION OF INTENT
TO ESTABLISH A CITY OF FREDERICKSBURG PACE PROGRAM

STATE OF TEXAS §
 §
CITY OF FREDERICKSBURG §

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdiction as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing arrangements:

THEREFORE, be it resolved by the City Council that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. The City of Fredericksburg hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. The City of Fredericksburg intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called The City of Fredericksburg Property Assessed Clean Energy Program (“Fredericksburg PACE”).

4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within the City's jurisdiction and Extra Territorial Jurisdiction (ETJ) are the boundaries of the region where PACE financing and assessments can occur.
6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the PACE program.
7. The City intends to enter into an interlocal agreement with the Alamo Area Regional Council of Government, which will serve as the independent third-party Authorized Representative.
8. The City will consult with the County Tax Assessor/Collector for Gillespie County.
9. The report on the proposed PACE program will be prepared as provided by Tex. Local Gov't Code Sec. 399.009 and made available for public inspection on the City's internet website and in the office of the City Manager at 126 West Main Street, Fredericksburg, TX. 78764, and is incorporated in this resolution and made a part hereof for all purposes.
10. The City Council will hold a public hearing on the proposed PACE program and report on January 6, 2019 at 6 p.m. in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas.

Adopted this __ day of _____, 20__.

Honorable Linda Langerhans, Mayor

Honorable Charlie Kiehne

Honorable Gary Neffendorf

Honorable Tom Musselman

Honorable Bobby Watson

ATTEST

Shelley Goodwin
City Secretary



CITY COUNCIL MEMO

DATE: December 2, 2019

TO: Mayor and City Council

FROM: Daniel Jones, City Attorney

SUBJECT: Approval of revised Interlocal Agreement with Texas Department of Public Safety

Summary: Approval of a revised Interlocal Agreement with Texas Department of Public Safety ("DPS"), related to the program utilized by the Municipal Court (per Tx Trans Code Ch. 706), to prohibit driver's license renewals for certain defendants.

Recommendation: Discuss and consider approval of the Interlocal Agreement as presented.

Background / Analysis: The attached Interlocal Agreement relates to a DPS program used by the Municipal Court (per Tx Trans Code Ch. 706), which allows the Court to block driver's license renewals for defendants that Fail to Appear (FTA) or fail to pay judgments. The Court collects a fee from the defendants, which is used to self-fund the program under the Agreement. This program has been in use by the Court for several years, and the attached Interlocal Agreement has been revised to comply with legislative changes made at the most recent session. The legislative changes are effective Jan 1, so the City should consider approval before the end of the year. I have reviewed and approve the form of the Agreement. Additionally, the Municipal Court approves moving forward with the Agreement (per email from Judge Langehennig).

Attachments: Proposed Interlocal Agreement

Daniel Jones
Department Approval

Kent Myers
City Manager Approval

The City of Fredericksburg

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202

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“Failure to Appear Report” or “FTA Reports” means a notice sent by the political subdivision requesting person(s) be denied renewal in accordance with this Contract.

“Failure to Appear System” or “FTA System” means the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” means the computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” means the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” means the State of Texas.

“Political subdivision” means a municipality or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code, Chapter 706, or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by TXDPS or the Vendor by the Political Subdivision pursuant to the authority of Texas Transportation Code, Chapter 706.

V. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the Political Subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person’s driver license. The written warning may be printed on the citation or on a separate instrument.

VI. FTA Report

If a person fails to appear or fails to pay or satisfy a judgment as required by law, the Political Subdivision may submit an FTA Report to the Vendor containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the Political Subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to

- appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by TXDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Political Subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

VII. Clearance Reports

The Political Subdivision that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor or TXDPS. The clearance report shall identify the person, state whether or not a fee was required, advise TXDPS to lift the denial of renewal and state the grounds for the action. All clearance reports shall be submitted immediately, but no later than two (2) business days, from the time and date that the Political Subdivision receives appropriate payment or other information that satisfies the person's obligation to that Political Subdivision.

To the extent that a Political Subdivision utilizes the FTA Program by submitting an FTA Report, the Political Subdivision shall collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Political Subdivision shall not require payment of the administrative fee.

A clearance report shall be submitted for the following circumstances:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

TXDPS will not continue to deny renewal of the person's driver license after receiving notice from the Political Subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the Political Subdivision's record retention policy.

VIII. Quarterly Reports and Audits

The Political Subdivision shall submit to TXDPS quarterly reports in a format established by

TXDPS.

The Political Subdivision is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the State Auditor, TXDPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. The Political Subdivision shall provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

If any of the transactions performed by the Political Subdivision do not conform to this Contract or to TXDPS standards, TXDPS may require the Political Subdivision to perform the transactions again at its own cost until acceptable to TXDPS.

The Political Subdivision shall keep all records and documents regarding this Contract for the term of this Contract and for four (4) years after the termination of this Contract.

IX. Accounting Procedures

The Political Subdivision collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The Political Subdivision may deposit such fees in an interest-bearing account and retain the interest earned thereon for the Political Subdivision. The Political Subdivision shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The Political Subdivision shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee to be allocated as follows: \$6.00 is for payment to the Vendor; and \$4.00 is credited to the general fund of the municipal or county treasury.

X. Payments to Vendor

TXDPS has contracted with a Vendor to assist with the implementation of the FTA Program.

The Political Subdivision shall pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Political Subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment shall be made to the Vendor or required of the Political Subdivision.

The Political Subdivision agrees that payment shall be made by the Political Subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Political Subdivision.

TXDPS shall have no responsibility to pay the Vendor for any fees collected by the Political Subdivision.

XI. Non-Waiver of Fee

The Political Subdivision shall not waive the \$30.00 administrative fee for any person that has been submitted on an FTA Report, even if the person is deemed to be indigent, unless (i) the person is acquitted of the charges for which the person failed to appear or (ii) the FTA Report was submitted in error.

Failure to comply with this section shall result in (i) termination of this Contract for cause and (ii) the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

XII. General Terms and Conditions

A. Compliance with Law

The Political Subdivision understands and agrees that it shall comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by TXDPS.

B. Governing Law

This Contract is entered into pursuant to Texas Government Code, Chapter 791, and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

C. Venue

Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.

D. Chapter 2260, Texas Government Code

The Political Subdivision shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.

E. Litigation and Liability

In the event that the Political Subdivision is aware of litigation in which this Contract or Texas Transportation Code, Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the Political Subdivision shall make a good faith effort to notify TXDPS immediately.

Each Party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other Party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent

required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the Parties, any liability shall be shared by each Party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

F. No Joint Enterprise

TXDPS is associated with the Political Subdivision only for the purposes and to the extent set forth herein, and with respect to the performance hereunder, the Political Subdivision is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for TXDPS whatsoever with respect to the indebtedness, liabilities, and obligations of the Political Subdivision or any other party.

G. No Apparent Agency

Neither Party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.

H. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.

I. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

J. Non-Waiver of Defaults

Any failure of TXDPS, at any time, to enforce or require the strict keeping and performance of any provision of this Contract, shall not constitute a waiver of such provision, and shall not affect or impair same or the right of TXDPS at any time to avail itself of same. Any acceptance, payment, or use by TXDPS shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to TXDPS to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

K. Non-Incorporation

This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth herein.

L. Non-Assignment

Neither party shall assign its rights nor delegate its duties under this Contract without prior written consent of the other Party.

M. Headings

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

N. Interpretation Against the Drafter

Regardless of which Party drafted this Contract or the language at issue, any ambiguities in this Contract or the language at issue will not be interpreted against the drafting party.

O. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

P. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis.

Q. Termination

1. Termination for Cause. Either Party may terminate this Contract if the other Party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
2. Termination for Convenience. Either Party, upon thirty (30) days written notice, may terminate this Contract in whole or in part.
3. Mutual Termination. This Contract may be terminated by mutual agreement and consent, in writing, of both Parties.

After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

Failure to comply with this continuing obligation to report shall result in the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

R. Notice

Any notice required or permitted under this Contract shall be directed to the respective Parties at the addresses shown below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the U.S. mail; or (4) when received if sent by confirmed facsimile or confirmed email.

Political Subdivision

Attn: _____

Address: _____

Address: _____

Fax: _____

Email: _____

Phone: _____

Texas Department of Public Safety

Attn: Enforcement & Compliance Service

5805 North Lamar Boulevard

Austin, Texas 78752-0001

(512) 424-5311 [fax]

Driver.Improvement@dps.texas.gov

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

XIII. Signature Authority

The signatory for the Political Subdivision hereby represents and warrants that he/she has full and complete authority to enter into this Contract on behalf of the Political Subdivision.

XIV. Certifications

The Parties certify that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The Parties certify that this Contract is authorized by the governing body of the Parties.

The Parties certify that each has the authority to enter into this Contract by authority granted in Texas Transportation Code, Chapter 706.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

POLITICAL SUBDIVISION*

Driver License Division Director
Or Designee

Authorized Signature

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Political Subdivision. Each signature block must contain the person's title and date.



CITY COUNCIL MEMO

DATE: 11-21-19

TO: Mayor and City Council

FROM: Lynn Bizzell, Fire Chief

SUBJECT: Purchase of Fire Engine

Summary: The Fire EMS Department needs to replace our 1997 Precision Fire Engine 3. The Fire Engine is twenty three (23) years old. As with all vehicles it has served our community well and been a good fire engine for our crews. Due to the age, difficult obtaining parts during repair, and the dependability. It is recommended to replace it with a new fire engine. A Fire EMS committee was put together to write specifications for the fire engine and equipment needed to respond to emergencies. This committee worked with the manufacturer to make sure these specifications met our needs. The final decision by the committee was to recommend a Pierce Impel Puc built by Pierce and purchased through Siddons Martin Emergency Group through Buy Board. If purchased the new fire engine will be placed as our first out fire engine response for all calls requiring an engine response. The current first out fire engine will remain in service and will be utilized when called upon. The construction of the fire engine would take about 8-12 months to build before we would take delivery.

Recommendation:

Staff would like to recommend approval of the pre-pay proposal in the amount of \$811,900.31 or reduce the purchase of equipment that would equal the budgeted amount of \$800,000.00. We have been informed from Siddons-Martin there will be a 3% increase in the purchase January 30, 2020. If we do not order the engine and equipment prior to the end of January the cost would increase approximately \$24,357.00

Background / Analysis: The 2019-20 budget approved by the Mayor and Council included the purchase of a new fire engine in the amount of \$800,000.00 for the Fire EMS Department to replace our current fire engine 3 which is 23 years old and at the end of its useful life. Attached are two proposals for the purchase of the fire engine and equipment to respond to emergencies. One proposal is in the amount of \$811,900.31. This proposal would include pre-paying the full amount of the fire engine. If approved the finance department would pay the \$811,900.31 when the fire engine is ordered and we would take delivery in approximately 8-12 month. The second proposal is in the amount of \$832,051.69 and would be due upon completion and delivery, which would be in approximately 8-12 months. Both of these proposals exceed the budgeted amount of \$800,000.00. In an effort to stay in the budgeted amount we could remove some equipment in the proposal to get the amount within the \$800,000.00.

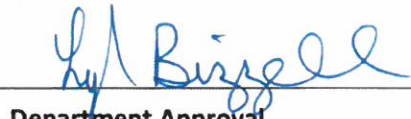
Attachments:

Siddons Martin Emergency Group Pre-pay proposal

Siddons Martin Emergency Group Completion and Delivery proposal

Email indicating a 3% increase in price if not ordered by January 30, 2020

Picture: The engine will be similar to our current Engine 1



Department Approval



City Attorney Approval



City Manager Approval

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN PI15891
 TXDOT MYD No. A115890
 EIN 27-4333590



November 18, 2019

CITY OF FREDERICKSBURG
 124 W MAIN ST
 FREDERICKSBURG, TX 78624

Proposal for bid #245 Fredericksburg FD Impel PUC Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CITY OF FREDERICKSBURG. The unit will comply with all specifications attached. Total price includes delivery to CITY OF FREDERICKSBURG and training on operation and use of the apparatus.

Description	Amount
1) Pierce-Custom Impel PUC Unit price - \$830,051.69	
Price guaranteed for 60 days. Delivery within 9-10 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$830,051.69
Full Prepay Discount	-\$20,151.38
Sub Total	\$809,900.31
Contract Amount	<u>\$2,000.00</u>
Final Sales Price	<u>\$811,900.31</u>

Additional. Final sales price of \$811,900.31 must be funded to Siddons-Martin Emergency Group (Net 30) of signature / acceptance of this Proposal to avoid pro-rated daily interest charges reducing pre-pay discount of amount stated in above pricing calculations.

Taxes. Taxes are not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day after the first 30 days until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above, increasing the overall cost of the apparatus.

Cancellation. In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred and may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between

the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order. Upon signing this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,



Marc Panayi

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of **CITY OF FREDERICKSBURG**, agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon **CITY OF FREDERICKSBURG**.

Signature & Date

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN P115891
 TXDOT MYD No. A115890
 EIN 27-4333590



November 18, 2019

CITY OF FREDERICKSBURG
 124 W MAIN ST
 FREDERICKSBURG, TX 78624

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Description	Amount
1) Pierce-Custom Impel PUC Unit price - \$830,051.69	
Price guaranteed for 60 days. Delivery within 9-10 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$830,051.69
Sub Total	\$830,051.69
Contract Amount	<u>\$2,000.00</u>
Final Sales Price	<u>\$832,051.69</u>

Taxes. Taxes are not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day after the first 30 days until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above, increasing the overall cost of the apparatus.

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- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order. Upon signing this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

Marc Panayi

Marc Panayi

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of CITY OF FREDERICKSBURG , agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon CITY OF FREDERICKSBURG.

Signature & Date

Lynn Bizzell

From: Travis Walden <travis.walden@siddons-martin.com>
Sent: Monday, November 18, 2019 11:31 AM
To: Lynn Bizzell; Marc Panayi
Subject: RE: 2020 Pierce Impel PUC Pumper Bid #245

OK we're on it. Marc will get these to you asap. Just relay the info that we need to have the order placed before January 30th or we will all get hit with the 3% price increase. Pierce has given plenty of notice and there will be no extensions... Let us know if you need anything else. Thank you!

Sent from Mail for Windows 10

From: Lynn Bizzell <lbizzell@fbgtx.org>
Sent: Monday, November 18, 2019 10:20:57 AM
To: Travis Walden <travis.walden@siddons-martin.com>; Marc Panayi <mpanayi@siddons-martin.com>
Subject: RE: 2020 Pierce Impel PUC Pumper Bid #245

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Good Morning Travis,
I visited with our finance department and this is what I will need. I need two (2) proposals for Truck and equipment. One (1) proposal needs to be for truck and equipment without the discount for paying early. The second (2) proposal needs to be for the truck and equipment with the discount. I will take both of these proposals to the city council and let them decide if they are willing to pay the over budget amount and if they want to get the discount. We will then have to go out for bids on the borrowing the money. Once the financing is approved we will order truck. The process is to get the proposal from Siddons, get City Council approving, go out to bid for financing, secure the funding, order truck. If you have any questions please let me know.

Lynn Bizzell
Fire Chief

City of Fredericksburg

126 W. Main Street
Fredericksburg, Tx. 78624
830-990-2001 Office
979-229-9808 Cell

From: Travis Walden [mailto:travis.walden@siddons-martin.com]
Sent: Saturday, November 16, 2019 5:56 PM
To: Marc Panayi <mpanayi@siddons-martin.com>; Lynn Bizzell <lbizzell@fbgtx.org>
Subject: Re: 2020 Pierce Impel PUC Pumper Bid #245

Chief, do you need an official proposal? We just need to know if you'd like to show the loose equipment as a separate line item or include it with the cost of the truck?

From: Marc Panayi <mpanayi@siddons-martin.com>
Sent: Thursday, November 14, 2019 1:56 PM
To: Lynn Bizzell <lbizzell@fbgtx.org>

Cc: Travis Walden <travis.walden@siddons-martin.com>

Subject: RE: 2020 Pierce Impel PUC Pumper Bid #245

Chief, it does not include that Discount, I will request a prepay amount and let you know... Thanks!

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Lynn Bizzell <lbizzell@fbgtx.org>

Date: 11/14/19 9:36 AM (GMT-06:00)

To: Marc Panayi <mpanayi@siddons-martin.com>

Cc: Travis Walden <travis.walden@siddons-martin.com>

Subject: RE: 2020 Pierce Impel PUC Pumper Bid #245

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Good Morning Marc,

Please let me know if this total includes pre pay option. Take Care.

Lynn Bizzell

Fire Chief

City of Fredericksburg

126 W. Main Street

Fredericksburg, Tx. 78624

830-990-2001 Office

979-229-9808 Cell

From: Marc Panayi [<mailto:mpanayi@siddons-martin.com>]

Sent: Wednesday, November 13, 2019 6:43 PM

To: Lynn Bizzell <lbizzell@fbgtx.org>

Cc: Travis Walden <travis.walden@siddons-martin.com>

Subject: 2020 Pierce Impel PUC Pumper Bid #245

Good afternoon Chief, Attached are the latest Specifications and Option List, If you are good with what you see, the total cost of the truck comes in at about \$832,500.00, included in the pricing is the 90K loose equipment list, all travel (2 trips to the factory for the pre-construct and then the final inspections) for 4 travelers, 3 training days after delivery , so let me know if all looks proper, call/email if you have any further questions or needs including the financing side of it.....THANKS!.....I look forward to hearing from you.

Marc Panayi- Sales Representative / (512) 947-4415

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Future Agenda Items

City Council

December 16, 2019

Regular Meeting

City Council = Red

2nd and 16th Regular Meetings @ 6p.m.

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events = Yellow

24th and 25th Christmas Holidays

31st New Year's Eve Holiday

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	31				30

Recognitions:

1. Proclamation for Nimitz

Consent

1. 12-2-19 City Council Regular Meeting Minutes

Ordinances

1. C 1.5 Zoning Clean Up

Resolutions:

Public Hearing

Approvals-Misc.

1. Landmark Designation – 616 E. Main Street
2. Appointment of 2 EDC members (Hardin and Jarreau)
3. Award the financing bid for the new Electric Building

Presentations, Discussions and Updates:

1. Discussion on Utility System Revenue Refunding Bonds and Electric System Revenue Bonds/Notes issuance timeline.

Executive Session

January 6, 2020

Regular Meeting

City Council = Red

2nd and 16th Regular Meetings @ 6p.m.

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events = Yellow

January 15th -1st day to file as a candidate for office

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	31	

Recognitions:

Consent

1. 12-16-19 City Council Regular Meeting Minutes

Ordinances

1. Approve Ordinance for the Live Oak annexation(1st reading),
 - i. Live Oak Land Use Plan
 - ii. Live Oak Zoning
2. C 1.5 Zoning Clean Up (2nd reading)

Resolutions:

Public Hearing

1. Stone Ridge Unit 10 Annexation

Approvals-Misc.

1. Approve 2nd Amendment to the Agreement with Boot Ranch
2. Approve the Lift Station Easement from Boot Ranch to the City
3. Approve 2nd Amendments to the Reclaim Water Agreement with Boot Ranch
4. Award bid for Consultant Services, HOT collections, STR permitting, & Sales Tax Discovery and Recovery Services

Presentations, Discussions and Updates:

Executive Session

1. City Manager and City Attorney Evaluations