

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, DECEMBER 19, 2016 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Charlie Kiehne, Council Member

Gary Neffendorf, Council Member
Bobby Watson, Council Member
Kent Myers, City Manager

(REQUEST ALL PAGERS AND PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL)

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

Page Ref

1. **EMPLOYEE RECOGNITIONS**
2. **MINUTES** - Consider Approving Minutes of October 2016 Meetings 1-7
3. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
 - A. Consider Purchase of Sewer Vacuum Truck 8-14
 - B. Consider Ufer St. Hotel Economic Development Agreement 15-43
 - C. Consider Lease Purchase Agreement of Police DVR Equipment 44-57
4. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Consider Professional Services Agreement for Major Thoroughfare Plan 58-69
 - B. Consider Request for Waiver of Fees for Tatsch House. 70-72
5. **CITY MANAGERS REPORT**
 - A. Security State Bank Property - Marktplatz Redevelopment Commission
 - B. Animal Shelter - Project Update and Signage
 - C. 2017 Visioning Process - Oversight Committee and Facilitation
 - D. Monthly Financial Reports
 - E. Affordable Housing Charrette
6. **ITEMS FOR FUTURE AGENDAS**
7. **PUBLIC COMMENTS** This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.
8. **COUNCIL COMMENTS** - No discussion or action may take place
9. **EXECUTIVE SESSION** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

Executive Session - Deliberations about Real Property - Ufer St. Property
10. **ADJOURN**

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**REGULAR CITY COUNCIL MEETING
OCTOBER 3, 2016
6:00 PM**

On this the 3rd day of October, 2016, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

BOBBY WATSON – MAYOR PRO TEM
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON – COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER

ABSENT: LINDA LANGERHANS - MAYOR

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
LAURA HOLLENBEAK - DIR OF FINANCE
RUSSELL IMMEL - IT

The meeting was called to order at 6:00 PM following the Pledge of Allegiance.

EMPLOYEE RECOGNITIONS - The City Manager recognized Brian Vorauer of the Police Department.

MINUTES OF AUGUST 2016 MEETINGS – It was moved by Council Member Pearson, seconded by Council Member Kiehne, to approve the minutes of the August 2016 meetings as presented and corrected. All voted in favor and the motion carried.

PRESENTATION ON FIRE/EMS CONSOLIDATION – Chief Lynn Bizzell made a presentation to combine Fire and EMS into one department: Fredericksburg Fire/EMS.

ORDINANCE FOR FIRE/EMS CONSOLIDATION – It was moved by Council Member Pearson, seconded by Council Member Neffendorf, to forego the second reading and to approve the Ordinance for Fire/EMS Consolidation as presented. The vote was as follows: AYE: Watson, Neffendorf, Kiehne, and Pearson; NAY: None. Motion carried.

ORDINANCE NO. 26-014

AN ORDINANCE AMENDING CHAPTERS 11 EMERGENCY MANAGEMENT AND 17, FIRE PROTECTION OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG TO AMEND THE DUTIES OF THE DIRECTOR OF EMERGENCY MANAGEMENT SERVICES, TO CONSOLIDATE THE DEPARTMENTS OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES, TO DEFINE THE OFFICES AND DUTIES OF THE EMPLOYEES AND MEMBERS OF SUCH SERVICES, TO SET AN

EFFECTIVE DATE, TO REPEAL INCONSISTENT PROVISIONS AND PROVIDE FOR PARTIAL INVALIDITY. (Recorded in Ordinance Book)

SIDEWALK CONTRACT EXTENSION – It was moved by Council Member Pearson, seconded by Council Member Neffendorf, to approve the extension of the sidewalk contract with Hazelett Concrete Contractors through September 30, 2017 as presented. The vote was as follows: AYE: Watson, Neffendorf, Kiehne, and Pearson; NAY: None. Motion carried.

PURCHASE OF ASPHALT ZIPPER FOR STREET AND WATER DEPARTMENT - It was moved by Council Member Pearson, seconded by Council Member Neffendorf, to approve the purchase of an asphalt zipper for the Street and Water Departments from Asphalt Zipper Inc. in the amount of \$108,690.00 as presented. The vote was as follows: AYE: Watson, Neffendorf, Kiehne, and Pearson; NAY: None. Motion carried.

RESOLUTION FOR LEASE PURCHASE FINANCING FOR ACQUISITION OF EQUIPMENT - It was moved by Council Member Kiehne, seconded by Council Member Neffendorf, to approve the Resolution for Lease Purchase Financing for the Acquisition of Equipment. The vote was as follows: AYE: Watson, Neffendorf, Kiehne, and Pearson; NAY: None. Motion carried.

RESOLUTION

DECLARATION OF OFFICIAL INTENT RESOLUTION

Lessee City of Fredericksburg

Principal Amount Expected To Be
Financed: \$1,883,851

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property: SCBA Breathing Apparatus for the Fire Department
Street Sweeper for the Street Department
Asphalt Zipper for the Street and Water Department

Excavator	Sewer Press Machine, Dump Truck, (2) Generators, and Compact for the Water Department
Waste	Brush Chipper, Garbage Truck and Landfill Compactor for the Solid Department
	Ambulance Remount for the EMS Department

WHEREAS, Blanco National Bank of Fredericksburg ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the City Manager or the Director of Finance (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

SECTION 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this 3rd of October, 2016.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

/s/ Shelley Britton, City Secretary

Signature of Secretary/Clerk of Lessee

AMICUS CURIAE PARTICIPATION IN SIGN LITIGATION - It was moved by Council Member Neffendorf, seconded by Council Member Kiehne, to approve the city's participation in an amicus curiae brief supporting the Attorney General in a motion for rehearing the case of Auspro LLP v. TxDOT involving the regulation of billboards. All voted in favor and the motion carried.

CITY MANAGER'S REPORT - City Manager's Report included (1) City Council October Retreat scheduled for October 25, and (2) Downtown Parking Study.

PUBLIC COMMENTS - Mo Saiide commented on the recycling center

COUNCIL COMMENTS - Charlie Kiehne commented on the recent Veteran's trip.

EXECUTIVE SESSION - It was moved by Council Member Pearson, seconded by Council Member Neffendorf, to recess the regular session and go into Executive Session at 6:50 PM. All voted in favor and the motion carried. At 7:29 PM, it was moved by Council Member Pearson, seconded by Council Member Neffendorf, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

Following Executive Session:

UNIVERSITY CENTER PROPERTY - No action taken.

UFER STREET HOTEL – No action taken.

With no further business, it was moved by Council Member Pearson, seconded by Council Member Neffendorf, to adjourn the meeting at 7:29 PM. All voted in favor and the motion carried.

PASSED AND APPROVED this the 19th day of December, 2016.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**REGULAR CITY COUNCIL MEETING
OCTOBER 17, 2016
6:00 PM**

On this the 17th day of October, 2016, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
BOBBY WATSON - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
CLINTON BAILEY - D.P.W.U.
STEVE WETZ – CHIEF OF POLICE

The meeting was called to order at 6:00 PM., followed by the Pledge of Allegiance.

EMPLOYEE RECOGNITIONS - The City Manager recognized Andrea Warren for her work with the marathon event.

ORDINANCE AMENDING GOLF COURSE FEES – Clinton Bailey presented the amendments to the Golf Course Fees Ordinance, with the addition of expanded “residential rates” to Bandera, Blanco, Burnet, Llano, Kendall Kerr, Kimble and Mason counties. All voted in favor and the motion carried.

ORDINANCE NO. 26-015

AN ORDINANCE AMENDING APPENDIX A FEE SCHEDULE ARTICLE 24 RECREATIONAL FEES, SPECIFICALLY SECTION 24.100 GOLF FEES TO INCLUDED RESIDENTS OF THE SURROUNDING COUNTIES OF BANDERA, BLANCO, BURNET, LLANO, KENDALL, KERR, KIMBLE AND MASON COUNTIES IN THE LIST OF PERSONS WHO ARE ELIGIBLE FOR RESIDENT GUEST RATES FOR GOLFING AT LADY BIRD JOHNSON MUNICIPAL GOLF COURSE, DEFINING JUNIOR MEMBER RATES, ESTABLISHING AN EFFECTIVE DATE, REPEALING INCONSISTENT PROVISIONS, AND PROVIDING FOR PARTIAL INVALIDITY. (Recorded in Ordinance Book)

CITY MANAGER'S REPORT – City Manager Kent Myers reported on (1) October 25 city Council Retreat, and (2) Modifications to City Hall Annex.

PUBLIC COMMENTS – None.

COUNCIL COMMENTS – None.

EXECUTIVE SESSION - It was moved by Council Member Kiehne, seconded by Council Member Watson, to recess the regular session and go into Executive Session at 6:25 PM. All voted in favor and the motion carried. At 6:40 PM, it was moved by Council Member Watson, seconded by Council Member Pearson, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

Following Executive Session:

OAKCREST PARK PROPERTY – No action taken.

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 6:41 PM. Council Member Pearson seconded the motion. Motion carried.

PASSED AND APPROVED this the 19th day of December, 2016.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

CITY COUNCIL RETREAT
OCTOBER 25, 2016
8:30 AM

On this the 25th day of October 2016, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Cardinal Room, Lady Bird Johnson Golf Course, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER

CITY COUNCIL RETREAT – Council held a quarterly retreat to discuss a variety of issues, including: (1) B&B's and Short Term Rentals, (2) New Trolley Services, (3) Funding for CVB, (4) Hazard Mitigation Plan, (5) Proposed 2017 Parks Bond Project, (6) Proposed Sound Ordinance Advisory Committee, (7) New Community visioning Process.

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 2:30 PM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 19th day of December, 2016.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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CITY COUNCIL MEMO

DATE: December 19, 2016

TO: Mayor and City Council

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

SUBJECT: Consider Purchase of Sewer Vacuum Truck for Water Department

Summary:

Funding in the amount of \$317,945.00 for the purchase of a new Sewer Vacuum Truck was included in the approved lease purchase financing in the FY 2017 Water Department Budget.

Recommendation:

Staff recommends that the City Council approve the purchase of the Sewer Vacuum Truck – VAC-CON Model V PD4212HE/1500 from Heil of Texas in the amount of \$372,302.75.

Background / Analysis:

The Water Department uses the sewer vacuum truck weekly (sometimes daily) to clean sewer lines, manholes, lift stations and to pothole (method of non-destructive digging) around utilities. During last year's budget discussion with City Council, City Staff recommended including funding in the Water Department Budget to lease purchase a new sewer vacuum truck since the current sewer vacuum truck is close to 20 years old and has had recent mechanical problems.

As part of the selection process, City Staff had four sewer vacuum truck companies demonstrate their equipment's features and capabilities. The four different companies include; VAC-CON, Camel, Vactor and Sewer Equipment Company of American. After the four demonstrations, City Staff is recommending

⑧

The City of Fredericksburg

the purchase of the VAC-CON Sewer Vacuum Truck from Heil of Texas. Additionally, the current Sewer Vacuum Truck was manufactured by VAC-CON and has served the City for the last 18 years.

Funding in the amount of \$317,945.00 was included in the lease purchase financing approved by City Council at the October 3, 2016 City Council Meeting for the Sewer Vacuum Truck. However, as seen in the attached invoice the new Sewer Vacuum Truck cost \$372,302.75. The difference between the cost of the new Sewer Vacuum Truck and the lease purchase financing is \$54,357.75.

The FY 2017 budgeted principal and interest payment of \$156,100.00 will cover the actual principal and interest payment of \$107,102.26 for FY 2017.

City Staff recommends Council approve the purchase of the new VAC-CON Sewer Vacuum Truck from Heil of Texas and cover the lease purchase financing short fall of \$54,357.75 with the Water Department Budget. The attached quote for the VAC-CON from Heil of Texas is a Buy Board Purchase.



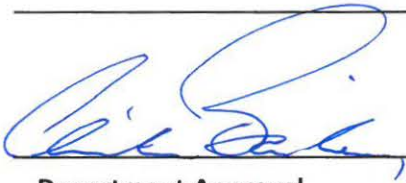
⑨

The City of Fredericksburg

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

Attachments:

VAC-CON V PD4212HE/1500 Quote from Heil of Texas.

A handwritten signature in blue ink, appearing to be "Chris", written over a horizontal line.

Department Approval

A handwritten signature in black ink, appearing to be "J. H. ...", written over a horizontal line.

City Manager Approval



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

DATE 10-12-16

PURCHASING NAME CITY OF FREDERICKSBURG		TELEPHONE 830-997-7521	
ADDRESS 233 FRENDSHIP LANE	CITY FREDERICKSBURG	STATE TX	ZIP CODE 78624

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR 2017	MAKE FREIGHTLINER	MODEL/BODY M2106	VIN ORDER	LICENSE PLATE
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A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:

BUY BOARD CONTRACT #430-13

VAC-CON V PD4212HE/1500 (827 @ 18") LHA

\$371,902.75

BUY BOARD FEE

\$400.00

*****DEDUCT 15,000.00 FOR SINGLE ENGINE*****

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
LICENSE PLATE			

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
LICENSE PLATE			

PAYOFF TO:		TOTAL		372,302.75
ADDRESS:		Trade Allowance		N/A
TELEPHONE: / FAX:		Trading Difference		N/A
GOOD UNTIL:		Sales Tax		N/A
QUOTED BY:		Vehicle Inventory Tax		N/A
SHOW LIEN TO:		License Fee		N/A
ADDRESS:		Documentary Fee		N/A
		Federal Excise Tax		N/A
DATED: LIEN AMOUNT \$		State Insp.:		TOTAL SALE PRICE
DRAFT FOR \$		License:		372,302.75
DRAFT THRU:		Title:		Payoff on Trade
ADDRESS:		Transfer:		Ext. Service Agreement
				Less Deposit
		Total Balance Due		372,302.75

Full disclosure required by federal regulation "Z". The Consumer Protection Act and The Texas Consumer Credit Code will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved. If any THIS IS NOT A CONDITIONAL SALES CONTRACT BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas.

(11)

Heil of Texas
503 Pop Gunn
San Antonio, TX 78219

Date 11/1/2016
Number 47248
Type of Quote Dual

Quote

Retail Purchaser City of Fredericksburg Ship To: Heil of Texas - San Antonio

Comments

Option content is subject to engineering approval.

Model Number - V PD4212HE/1500 (827 at 18") L H A

Main Information

Model	PD4212HE/1500 (827 at 18")
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side (Std Pivot)
Jet Rodder Hose	1000' x 3/4" Jet Rodder Hose - (non-continuous)
Water System	50 gpm/3000 psi Pump
Auxiliary Engine	John Deere 6-Cylinder 185 HP at 2400 rpm 415 CID Tier 3 Flex (if available)
Water Pump	GIANT

Debris Body Options

Qty Description

- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Debris tank drain screen placement - Rear door pump off
- 1 Debris tank drain screen placement - Standard drain valve
- 1 Screen assembly over drain port in debris tank

Water System Options

Qty Description

- 1 1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Air Purge System
- 1 Auxiliary Engine Driven Hydraulics
- 1 Debris Body "Power Flush" System, 8 jets
Hydroexcavation package includes: 50' retractable handgun hose reel wtih 50' of 1/2" high pressure hose,
- 1 HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 72" x 1 1/2" Sch. 80 Lance w/Quick Dcn., Sngl. Fwd. Spray Nozzle, Horiz. Hand.
- 1 Water Pump Remote Oil Drain

Hose Reel Options

Qty Description

- 1 Dual Roller Level Wind Guide, plastic (in lieu of single)

Misc Machine Options

Qty Description

- 1 Auxiliary Engine Remote Oil Drain
- 1 Cone Rack, Between Bogies, Tandem
- 1 Cone Storage Rack - MUST SELECT PLACEMENT BELOW
- 1 Heavy Reinforced Elbow "Wear Back"
- 1 Long Handle Storage Placement - Mounted in Storage Box Under Shelf
- 1 Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW
- 1 Rear Mounted Tow Hooks
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)
- 1 Remote Debris Tank Grease Assembly (Ground Level)

Lighting Options

Qty Description

- 1 Hand Held Spot Light - LED
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow
- 1 LED Boom Mounted Flood Lights - Whelen NP6BB Worklight
- 1 LED Flood Light - Auxiliary Engine/Driver's Side Area - Whelen NP6BB Worklight
- 1 LED Flood Light - Water Pump Work Area - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights - Whelen NP6BB Worklight
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 2 Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard

Electrical Options

Qty Description

- 1 Back Up Alarm
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.

Misc Accessories

Qty Description

- 1 Paper Vac-Con Manual - No longer standard

Spare Nozzles

Qty Description

- 1 3/4" Nozzle rack

Leader Hose

Qty Description

- 1 3/4" x 10' Length Leader Hose

Pipe Storage Racks**Qty Description**

1 Lazy Susan Pipe Rack (Holds 5 Pipes)

Tool/Storage Boxes**Qty Description**

1 Storage Box Behind Cab 16" x 42" x 96"

Paint**Qty Description**

1 Paint: To be advised

Truck Chassis Information

Pool Truck Chassis Model

Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS Pool Trucks are subject to availability.

Machine Total	\$370,052.75
Delivery Cost	\$2,250.00
Total	<u>\$372,302.75</u>

Deduct for Single Engine \$15,000.00

Offered by: George Gutierrez

Accepted by: _____



CITY COUNCIL MEMO

DATE: December 14, 2016

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Economic Development Agreement-Ufer Street Hotel

Summary:

The attached economic development agreement between the City and HAMUK LLC provides obligations for the City and HAMUK for the development of a 120-room high end resort hotel on Ufer Street across from HEB.

Recommendation:

It is recommended that the City Council approve this agreement so that the hotel developers can proceed with their construction plans starting in 2017 with the hotel opening in 2019.

Background / Analysis:

For the past 9-10 months City staff has been working with HAMUK LLC on an economic development agreement for a proposed new hotel on Ufer Street. In October, the City Council was provided an update on this agreement along with preliminary plans for the hotel. In addition to providing the first full-service hotel in Fredericksburg, this project will also help clean up an older residential area that is high visible across the street from HEB and Old Fair Park.

The attached agreement covers several important obligations that involve the City and the developers. In terms of the developers, they are required to construct a hotel of approximately 120 rooms with

completion no later than summer, 2019. This construction will be in accordance with a master plan and conditional use permit that must be approved by the City. They are also required to construct a 10-foot walking path along Town Creek and dedicate an easement of at least 20-feet to the City for public access to this walking path. This path will be designed and constructed according to the standards set by our Public Works Director. The developer is also responsible for maintaining all grounds and landscaping adjacent to this walking path.

The developer is also obligated to contribute \$100,000 for the future construction of a pedestrian bridge across Town Creek. These funds will be placed in escrow and used as long as this construction occurs within five years of the issuance of the Certificate of Occupancy for the hotel. The City Council has not approved this bridge and we have not budgeted any City funds to date. Preliminary estimates are that the bridge will cost about \$500,000 depending on the final design. It is expected that the bridge project will be discussed in 2017 once the hotel construction gets underway. If the bridge is constructed in the future, the hotel developers are responsible for connecting the walking trail to the bridge.

The City's obligations include conveyance of 1.301 acres of land that we obtained from the County about a year ago. According to calculations from our Engineering Department, about .6391 acres of this land is located in the floodway which restricts certain types of development.

The City is also obligated for future maintenance of the concrete pedestrian walkway along with associated lighting. This maintenance responsibility should be minimal. It is hoped that future development along this area of Town Creek will result in the continuation of the walkway from Adams Street to Washington Street.

The hotel site currently includes a number of overhead primary and secondary electric lines on their property. Hamuk has agreed to underground the secondary lines at their cost. No final agreement has been reached on how the primary electric lines will be handled. Any future agreement will, of course, be subject to approval by the Council.

This hotel project will have a significant economic impact on our community. This impact is outlined in a letter from the developers which is included as Exhibit B to the agreement.

Attachments:

Proposed Economic Development Agreement


Department Approval


City Manager Approval

16

The City of Fredericksburg

DRAFT revised 11/29/16 to incorporate changes from GES dated same

**CITY OF FREDERICKSBURG AND
HAMUK, LLC.**

**CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT**

This Chapter 380 Economic Development Agreement ("Agreement") is made and entered into by and between HAMUK, LLC ("HAMUK"), organized under the laws of the State of Texas, and the City of Fredericksburg, Texas, a home rule city and municipal corporation ("City"), and is effective this the ____ day of December 2016.

The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of public resources to promote state and local economic development and to stimulate business and commercial activity in Fredericksburg.

The City, acting by and through City Council of the City of Fredericksburg, has authorized the City Manager to make a grant of the public resources hereinafter described, to HAMUK, to (i) locate its approximate 120 room high end resort hotel, with pool area, creek improvement area, related administrative offices and parking areas in Fredericksburg and make capital investments in the real Property hereinafter described, all with the intent to provide an addition to the offerings of visitor accommodations to the City and attract visitors and their related expenditures and together, these are referred to as the "Project".

Location of the Project in Fredericksburg will further state and local economic development and stimulate business and commercial activity in Fredericksburg, and will serve and further the public purposes for which the City exercises its economic development authority.

HAMUK accepts the City's grant and agrees to carry out the Project, the terms of which are the subject of this agreement.

The parties therefore agree as follows:

1. HAMUK'S OBLIGATIONS

1.01 HAMUK will locate and construct its Project on those tracts containing 3.174 acres of land being seven tracts or parcels of land located in the City of Fredericksburg at the corner of Ufer Street and Llano Street hereinafter known as the "Property," being more particularly described on Exhibits "A-1" through "A-8" attached hereto and made a part hereof excluding the Llano Street right of way as shown on the preliminary "Fredericksburg Hotel" plat attached hereto. Such Project shall be constructed in accordance with the Master Plan, site plan and Conditional Use Permit which must be approved by the parties hereto and the relevant public boards, prior to the commencement of construction or as such Master Plan may be amended with approval of the parties. It is specifically understood that the City, by execution of this agreement

cannot guarantee approval of any aspect of the development which must be approved by its boards and commissions.

1.02 Construction and maintenance of Project.

A. HAMUK shall construct the following improvements upon the Property (the Project) in the time periods as follows:

Fall/ winter of 2016- planning, engineering, hydrology study, city review and permitting to be complete

Spring 2017- removal of existing structures and clean-up of site including Barons Creek area

Summer/Fall 2017- excavation and site preparation to be complete

Winter 2017- summer 2018 construction of foundation, infrastructure, basement for main building and walk path open to the public at all times along Barons Creek on the easement to be retained by the City

Winter 2018-completion of main hotel building

Summer 2019 completion of hotel's public areas and grounds and opening of Project for business.

B. The public walking path and public grounds associated therewith are to be completed by September 30, 2018. In the event the bridge over Town Creek (described in F. below) is completed subsequent to September 30, 2018, HAMUK will complete the required connection of the public walking path (described in C. below) to the bridge, at its expense, within three months from the completion of the bridge.

C The walking path easement retained by the City will be a minimum of twenty (20') feet in width, with a concrete multi use pedestrian walking path constructed by HAMUK a minimum of ten (10') feet in width and which will be constructed with footings for flood resistance, lighting which complies with the then current shielding and other requirements for commercial areas, the location, design and construction of which are to be in accordance with City standards and approved by the City's Director of Public Works and Utilities. The path shall be constructed to allow passage for disabled persons as to width, grade and similar requirements, and an accessible access to the path will be provided from the end of the Llano Street right of way to the path (substantially as shown as "path to creek" on the exhibit attached hereto or other point as determined by HAMUK).

D. HAMUK will be responsible for all flood study costs associated with revisions to the area located within the 100 year floodplain (CLOMR-F, LOMR-F).

E. HAMUK will maintain the landscaping and grounds adjacent to the walking path and any related facilities it owns. The City will maintain the paving and the path itself. The path is intended for use in conjunction with the Project as well as for public access.

F. HAMUK agrees to contribute the sum of One Hundred Thousand (\$100,000.00) and NO/100 Dollars toward the construction of a pedestrian bridge connecting the Llano Street right of way with Creek Street bridge if the City commences construction of the same within, five (5) years from the date of issuance of the certificate of occupancy for

the Project. The design of the bridge shall be at the ultimate discretion of the City, provided that the City will exercise good faith in permitting HAMUK to have an advisory role in the scope and design of the bridge. The funds be placed in escrow with the City at such date as certificate of occupancy for the Project is issued and will be refunded to HAMUK if the City does not commence construction of such pedestrian bridge before the expiration of five (5) years from the date of issuance of the certificate of occupancy for the Project.

G. With regard to entrances to the Project, HAMUK will perform a traffic study to aid in the configuration of its entrance and exit on Ufer Street and Llano Street, provided that the City staff will not recommend two entrances and/or exits from both Llano Street right of way and Ufer, and it will recommend a pedestrian access on or through the Llano Street right of way subject to closure in the future if the City otherwise uses or develops said right of way. It is understood that the current Llano Street right of way is not paved or developed as a public street and improvements thereto to accommodate HAMUK's development will be at HAMUK's expense. The City reserves the right to further develop or re-develop the Llano Street right of way as it determines. It is understood that the Project will be subject to the City's usual site plan and conditional use processes.

H. **UNDERGROUND ELECTRIC:** City understands that HAMUK will provide underground (their secondary) electric on the Project property at its cost. The City has an overhead primary line that crosses the creek to serve the Project Property, which HAMUK also prefers to be placed underground. This line is an important primary line where 3 circuits come together that would be more difficult to repair. If underground, repair and maintenance would require different equipment and materials inventory to be kept on hand and may create system vulnerability if placed underground, so the City has not agreed that this line may be placed underground. HAMUK and City agree to further discussions concerning this line without either party committing to a course of action at this time. In lieu of underground placement, the City would, however, be willing to relocate the overhead line from the north side of Ufer to the south side -HEB side- to improve the aesthetics of the site. Additionally, the City is willing to remove unnecessary electric service poles or relocate them to lessen the negative aesthetic impact on the Project, and would consider the replacement of existing poles with others that may be less obtrusive or will better compliment the Project. Such changes would be at HAMUK's expense.

1.03 Compliance with this Agreement. If HAMUK fails to comply with the preceding sections 1.01 and 1.02 the City, at the City's option, may terminate this agreement.

1.04 Economic Impact : The projected economic impact for the City and surrounding area is attached hereto as Exhibit "B."

HAMUK shall make best efforts to employ residents of the Fredericksburg Area for its new full-time jobs.

1.05 Local Business Participation/ Equal Employment Opportunities. In an effort to further stimulate and positively impact the local economy, HAMUK shall use its best

efforts to provide local businesses, on a non-discriminatory basis an equal opportunity to participate as suppliers for materials and services purchased by HAMUK.

1.06 Compliance with City Regulations. For the construction of improvements to the Property, or the construction or remodeling of any future facilities in the City's planning jurisdiction during the term of this Agreement, HAMUK will comply with all City Code regulations, including water quality regulations in effect at the time any site plan application is filed, unless HAMUK has negotiated an agreement with the City to comply with overall impervious cover limits and provide the currently required water detention controls. This means HAMUK will not assert possible Chapter 245 rights to avoid compliance with City regulations.

1.07 Status report. HAMUK shall deliver a status report to the City before September 30 of each year, beginning one year from the date hereof until completion of the Project.

1.08 Failure to Meet Obligations.

A. As assurance for the performance of its obligations under the performance terms above up to and including the construction of the public walking path, HAMUK will place the sum of \$30,000.00 in to escrow with the City to be withdrawn by the City for its general use without obligation to construct a walking path in the event the path is not completed to the agreed standards by September 30, 2018. The City will require a maintenance agreement or bond in accordance with its usual policies on acceptance of public improvements.

B. In the event a default occurs during the maintenance period, and after receipt of notice and expiration of the cure period described below, the twenty (20') foot area retained by the City as an easement for the walking/biking path down to the center of Barons Creek will revert to the City in fee.

2. City Obligations

2.01 Economic Development Incentive.

A. As consideration for HAMUK's performance of its obligations under this Agreement, City, any time after the date of this agreement and following receipt of a legal description provided to the City by HAMUK of the 20' walking path area, and receipt of the sum set forth in section 1.08 above, will quit claim to HAMUK any interest it may have in and to those certain tracts containing .117, 195, .371 and .618 acres, respectively which are described on Exhibit "D" attached hereto and made a part hereof along Barons Creek, reserving a public access easement for walking/biking trails along a twenty (20') foot path, to include maintenance and replacement of electric facilities, for tables and other public amenities as may be agreed to by City and HAMUK, and access to creek area for maintenance purposes. It is agreed that the value of such incentive is

less than the maximum value established under the City's Economic Development Program as adopted by the City effective February 7, 2010.

B. The City will maintain the walking path and lighting associated therewith, including replacement of light fixtures, following completion by HAMUK.

C. The City is not obligated to fulfill its obligations for any year in which the City has determined that HAMUK has failed to fulfill an obligation or condition applicable to it for such year and has provided written notice to HAMUK of such determination.

3. General Terms

3.01 Effective Date and Term. The Effective Date of this agreement is _____, 2016. This Agreement shall become enforceable upon its execution and delivery by the City and HAMUK. Unless this agreement is terminated earlier in accordance with its terms, HAMUK's obligations to perform under this agreement shall be completed on September 30, 2019 and may be extended upon mutual agreement.

3.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to HAMUK.

A. All payments or expenditures, if any, agreed to be made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

B. The expenditures, if any, under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

B. In the event the City does not fulfill its obligations hereunder, the City shall not be liable to HAMUK for any payments or expenditures unless and until appropriation of said funds is made; provided, however, that HAMUK, in its sole discretion, shall have, as its sole remedy, the right to terminate this Agreement.

C. To the extent there is a conflict between this Section 3.02 and any other language or covenant in this Agreement, this Section 3.02 shall control.

3.03 Representations and Warranties. Each party hereto enters into this agreement based upon its own assessment of law and determination of the enforceability of the

particular program under which the contributions of the City are made. Neither party shall be liable to the other for damages in the event of the unenforceability of this agreement nor for any of the other agreements executed in connection herewith.

3.04 Default. If either the City or HAMUK should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to pursuing any remedy for default.

3.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and HAMUK.

3.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

3.07 Assignment. HAMUK may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval may be withheld for any reason, or no reason.

3.08 Termination. In the event HAMUK elects not to proceed with the Project as contemplated by this Agreement, HAMUK shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.

3.09 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

HAMUK
Attn: Laura Juenke
P.O. Box 294059
Kerrville, Texas 78029

CITY OF FREDERICKSBURG, TEXAS:
Kent Myers,
City Manager
124 West Main Street
Fredericksburg, Texas 78624

Either party may designate a different address at any time upon written notice to the other party.

3.10 Interpretation. Each of the parties has been represented by counsel of their

choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

3.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Gillespie County, Texas.

3.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

3.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with HAMUK facilities or the design, construction or operation of any portion of the facilities.

3.16 Public and Confidential Information. Information provided by or on behalf of HAMUK under or pursuant to this Agreement that HAMUK considers as proprietary shall be maintained as confidential to the extent allowed by law provided that the same has been designated as proprietary to the City in advance of any third party request for the same. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and HAMUK shall be responsible for defending the confidentiality of such information. Other records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection.

3.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

Exhibit "A": Property Description of Project

Exhibit "B": Economic Development Projections

Exhibit "C": Preliminary sketch of the Project plat
Exhibit "D": Property to be quitclaimed to HAMKUK

HAMUK, LLC.

By: _____
President/Manager

CITY OF FREDERICKSBURG, TEXAS

By: _____
Kent Myers
City Manager

EXHIBIT "A"

TRACT 1: Being a 0.770 acre tract of land being all of Townlot 579 of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a 0.311 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a portion of Baron's Creek, said 0.770 acre tract of land being more particularly described by metes and bounds in Exhibit "A-1", attached hereto and made a part hereof; SAVE AND EXCEPT that 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds in Exhibit "A-2", attached hereto and made a part hereof.

TRACT 2: Being a 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds in Exhibit "A-3", attached hereto and made a part hereof.

TRACT 3: Being a 0.830 acre tract of land being all of Townlot 580 of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a 0.371 acre tract of land out of an unnumbered or unnamed area of the German Emigration map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a portion of Baron's Creek, said 0.830 acre tract of land being more particularly described by metes and bounds in Exhibit "A-4", attached hereto and made a part hereof.

TRACT 4: Being a 0.463 acre tract of land, more or less, being all of Townlot No. 581 as said Townlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, said 0.463 acre tract of land being more particularly described by metes and bounds in Exhibit "A-5", attached hereto and made a part hereof.

TRACT 5: Being a 0.233 acre tract of land, more or less, being the N.E. ½ of Townlot No. 582 as said Townlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, said 0.233 acre tract of land being more particularly described by metes and bounds in Exhibit "A-6", attached hereto and made a part hereof.

TRACT 6: Being a 0.26 acre tract of land, more or less, being part of an unnumbered tract of land lying N.E. of Townlots No. 581 & 582 as said unnumbered tract and Townlots are shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, said 0.26 acre tract of land being more particularly described by metes and bounds in Exhibit "A-7", attached hereto and made a part hereof.

TRACT 7: Being a 0.618 acre tract of land being part of an unnumbered or unnamed area lying northeast of Townlots 581 and 582 according to the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.618 ac tract also lying northeast of that certain 0.26 acre tract of land recorded in Document Number 20132142, Official Public Records of Gillespie County, Texas, said 0.618 acre tract of land being more particularly described by metes and bounds in Exhibit "A-8", attached hereto and made a part hereof.

EXHIBIT "A-1"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.770 ACRE TRACT OF LAND

BEING a 0.770 acre tract of land being all of Townlot 579 of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a 0.311 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a portion of Baron's Creek, said 0.770 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found with a plastic cap in the northeast right-of-way line of East Ufer Street and being at the south corner of Townlot 579 according to the above referenced map for the south corner of the herein described tract, said point also being at the west corner of Townlot 580;

Thence, with the northwest right-of-way line of East Ufer Street and the southwest line of Townlot 579, **North 49 degrees 57 minutes 10 seconds West**, a distance of **99.96 feet** to a 3/8" iron rod found with a plastic cap at the west corner of Townlot 579, the west corner of the herein described tract and the south corner of Townlot 578;

Thence, departing the northeast right-of-way line of East Ufer Street, in part with the common line between Townlot 578 and Townlot 579 and in part with an extension of said line, **North 40 degrees 08 minutes 15 seconds East**, at 199.90 feet, a 3/8" iron rod found with a plastic cap at the north corner of Townlot 579 and the east corner of Townlot 578, continuing and severing the above referenced unnumbered or unnamed area, a total distance of **311.41 feet** to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following two (2) courses and distances:

South 79 degrees 54 minutes 39 seconds East, a distance of **49.91 feet** to a meander point for angle;

and **South 67 degrees 45 minutes 38 seconds East**, a distance of **59.29 feet** to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, in part severing said unnumbered or unnamed area and in part with the common line between Townlot 579 and Townlot 580, **South 40 degrees 04 minutes 58 seconds West**, at 154.40 feet a 3/8" iron rod found with a plastic cap at the east corner of Townlot 579 and the north corner of Townlot 580, continuing with said common line, a total distance of **354.46 feet** to the Point of Beginning containing 0.770 acres.

EXHIBIT "A-2"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.195 ACRE TRACT OF LAND

BEING a 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a point at or near a fence for the west corner of the herein described tract, said point bears North 40 degrees 08 minutes 15 seconds East, a distance of 27.23 feet from a 3/8" iron rod found with a plastic cap at the north corner of Townlot 579 and the east corner of Townlot 578 according to the above referenced map;

Thence, severing the above referenced unnumbered or unnamed area, North 40 degrees 08 minutes 15 seconds East, a distance of 84.29 feet to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following two (2) courses and distances:

South 79 degrees 54 minutes 39 seconds East, a distance of 49.91 feet to a meander point for angle;

and South 67 degrees 45 minutes 38 seconds East, a distance of 59.29 feet to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, severing said unnumbered or unnamed area, the following two (2) courses and distances:

South 40 degrees 04 minutes 58 seconds West, a distance of 79.69 feet to a point at or near a fence for the southeast corner of the herein described tract, said point bears North 40 degrees 04 minutes 58 seconds East, a distance of 74.71 feet from a 3/8" iron rod found with a plastic cap at the east corner of the above referenced Townlot 579 and the north corner of Townlot 580;

and North 75 degrees 28 minutes 49 seconds West, a distance of 110.57 feet to the Point of Beginning containing 0.195 acres.

EXHIBIT "A-3"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.195 ACRE TRACT OF LAND

BEING a 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a point at or near a fence for the west corner of the herein described tract, said point bears North 40 degrees 08 minutes 15 seconds East, a distance of 27.23 feet from a 3/8" iron rod found with a plastic cap at the north corner of Townlot 579 and the east corner of Townlot 578 according to the above referenced map;

Thence, severing the above referenced unnumbered or unnamed area, North 40 degrees 08 minutes 15 seconds East, a distance of 84.29 feet to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following two (2) courses and distances:

South 79 degrees 54 minutes 39 seconds East, a distance of 49.91 feet to a meander point for angle;

and South 67 degrees 45 minutes 38 seconds East, a distance of 59.29 feet to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, severing said unnumbered or unnamed area, the following two (2) courses and distances:

South 40 degrees 04 minutes 58 seconds West, a distance of 79.69 feet to a point at or near a fence for the southeast corner of the herein described tract, said point bears North 40 degrees 04 minutes 58 seconds East, a distance of 74.71 feet from a 3/8" iron rod found with a plastic cap at the east corner of the above referenced Townlot 579 and the north corner of Townlot 580;

and North 75 degrees 28 minutes 49 seconds West, a distance of 110.57 feet to the Point of Beginning containing 0.195 acres.

EXHIBIT "A-4"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.830 ACRE TRACT OF LAND

BEING a 0.830 acre tract of land being all of Townlot 580 of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a 0.371 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas and a portion of Baron's Creek, said 0.830 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found with a plastic cap in the northeast right-of-way line of East Ufer Street and being at the south corner of Townlot 579 according to the above referenced map for the west corner of the herein described tract and the west corner of Townlot 580;

Thence, departing the northeast right-of-way line of East Ufer Street, in part with the common line between Townlot 579 and Townlot 580 and in part with an extension of said line, North 40 degrees 04 minutes 58 seconds East, at 200.06 feet, a 3/8" iron rod found with a plastic cap at the north corner of Townlot 580 and the east corner of Townlot 579, continuing and severing the above referenced unnumbered or unnamed area, a total distance of 354.46 feet to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following three (3) courses and distances:

South 61 degrees 22 minutes 31 seconds East, a distance of 34.10 feet to a meander point for angle;

South 54 degrees 06 minutes 28 seconds East, a distance of 33.54 feet to a meander point for angle;

and South 54 degrees 10 minutes 06 seconds East, a distance of 33.17 feet to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, in part severing said unnumbered or unnamed area and in part with the common line between Townlot 580 and Townlot 581, South 40 degrees 04 minutes 58 seconds West, at 166.06 feet a 1/2" iron rod set with an orange "Pfeiffer Survey" plastic cap at the east corner of said Townlot 580 and the north corner of Townlot 581, continuing with said common line, a total distance of 366.11 feet to a 1/2" iron rod set with an orange "Pfeiffer Survey" plastic cap in the northeast right-of-way line of East Ufer Street for the south corner of the herein described tract, said point also being the south corner of Townlot 580 and the west corner of Townlot 581 and bears North 49 degrees 56 minutes 28 seconds West, a distance of 279.49 feet from a 1/2" iron rod found;

Thence, with the northwest right-of-way line of East Ufer Street and the southwest line of Townlot 580, North 49 degrees 56 minutes 28 seconds West, a distance of 99.95 feet to the Point of Beginning containing 0.830 acres.

EXHIBIT "A-5"

0.463 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 0.463 acre of land, more or less, made at the request of Catering of Central Texas. Said land is situated in the City of Fredericksburg, Gillespie County, Texas, being all of Townlot No. 581 as said Townlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, and being that tract of land described in a conveyance to Rubin Wunderlich, et ux by Noah's Ark Child Care, Inc., dated January 26, 1998, found of record in Volume 338, pages 873-874 of the Official Public Records of Gillespie County, Texas.

Said 0.463 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch rebar set (all 1/2 inch rebars set are capped: BONN 4447) in the N.E. line of E. Ufer Street, for the West corner of German Emigration Company Townlot No. 582, for the South corner of said Townlot No. 581, for the South corner of this tract of land;

THENCE with the N.W. line of said Townlot No. 582 and with the S.E. line of said Townlot No. 581, N. 40 deg. 04 min. 45 sec. E. at 101.49 feet passing a 1/2 inch rebar set, 203.44 feet in all to a 1/2 inch rebar set, for a southwesterly corner of that 0.26 acre tract of land described in a conveyance to Catering of Central Texas found of record in Instrument No. 20124642 of said Official Public Records, for the occupational North corner of said Townlot No. 582, for the occupational East corner of said Townlot No. 581, for the East corner of this tract of land;

THENCE with the S.W. line of said 0.26 acre tract and the N.E. line of said Townlot No. 582, N. 51 deg. 55 min. 15 sec. W. 100.05 feet to a 1/2 inch rebar found set (capped: PFEIFFER) in the S.E. line of that 0.830 acre tract of land described in a conveyance to Properties of Baron's Creek, LLC, found of record in Instrument No. 20122947 of said Official Public Records, for the West corner of said 0.26 acre tract, for the North corner of said Townlot No. 581, for the North corner of this tract of land;

THENCE with the S.E. line of said 0.830 acre tract and with the N.W. line of said Townlot No. 581, S. 40 deg. 05 min. W. 200.03 feet to a 1/2 inch rebar found set (capped: PFEIFFER) in the N.E. line of E. Ufer Street, for the South corner of said 0.830 acre tract, for the West corner of said Townlot No. 581, for the West corner of this tract of land;

THENCE with the N.E. line of E. Ufer Street, being the S.W. line of said Townlot No. 581, S. 49 deg. 58 min. 10 sec. E. 100.0 feet to the PLACE OF BEGINNING.

EXHIBIT "A-6"

0.233 acre tract
(N.E. ¼ of Townlot No. 582)

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 0.233 acre of land, more or less, made at the request of Hamuk, LLC. Said land is situated in the City of Fredericksburg, Gillespie County, Texas, being the N.E. ¼ of Townlot No. 582 as said Townlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, and being that tract of land described in a conveyance to Rubin Wunderlich by Alfred E. Wunderlich, et ux, dated May 2, 1953, found of record in Volume 71, page 446 of the Deed Records of Gillespie County, Texas.

Said 0.233 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a PK nail set in a concrete curb in the N.W. line of S. Llano Street, for the South corner of that 0.26 acre tract of land described in a conveyance to Catering of Central Texas found of record in Instrument No. 20124642 of the Official Public Records of Gillespie County, Texas, for the occupational East corner of said Townlot No. 582, for the East corner of this tract of land;

THENCE with the occupational N.E. line of said Townlot No. 582, being the S.W. line of said 0.26 acre tract, N. 49 deg. 35 min. 20 sec. W., along the centerline of a concrete curb and fence, 100.01 feet to a 1/2 inch rebar set (all 1/2 inch rebars set are capped: BONN 4447), for a southwesterly corner of said 0.26 acre tract, for the occupational East corner of German Emigration Company Townlot No. 581, for the occupational North corner of said Townlot No. 582, for the North corner of this tract of land;

THENCE with the occupational S.E. line of said Townlot No. 581 and with the occupational N.W. line of said Townlot No. 582, S. 40 deg. 04 min. 45 sec. W. 101.95 feet to a 1/2 inch rebar set, for the North corner of the S.W. ¼ of said Townlot No. 582 as conveyed to Alfred E. Wunderlich, et ux, found of record in Volume 61, pages 32-33 of said Deed Records, for the West corner of the N.E. ¼ of said Townlot No. 582, for the West corner of this tract of land;

THENCE with the occupational N.E. line of the S.W. ¼ of said Townlot No. 582 and with the occupational S.W. line of the N.E. ¼ of said Townlot No. 582, S. 50 deg. 03 min. 15 sec. E., along the centerline of a concrete curb and fence, 100.01 feet to a PK nail set in said concrete curb in the N.W. line of S. Llano Street, for the East corner of said S.W. ¼ of said Townlot No. 582, for the South corner of said N.E. ¼ of said Townlot No. 582, for the South corner of this tract of land;

THENCE with the N.W. line of S. Llano Street, being the S.E. line of said Townlot No. 582, N. 40 deg. 05 min. E. 101.13 feet to the PLACE OF BEGINNING.

EXHIBIT "A-7"

STATE OF TEXAS,
COUNTY OF GILLESPIE.

0.26 acre tract

Field notes and accompanying plat of a survey of 0.26 acre of land, more or less, made at the request of Catering of Central Texas. Said land is situated in the City of Fredericksburg, Gillespie County, Texas, being part of an unnumbered tract of land lying N.E. of Townlots No. 581 & 582 as said unnumbered tract and Townlots are shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company, and being that tract of land described in a conveyance to Olivia R. Gomez by Otto W. Schmidt, dated March 21, 1979, found of record in Volume 128, page 117 of the Deed Records of Gillespie County, Texas.

Said 0.26 acre tract of land is described by notes and bounds as follows, to wit:

BEGINNING at a PK nail set in a concrete curb in the N.W. line of S. Llano Street, for the occupational East corner of said Townlot No. 582, for the occupational South corner of said Gomez tract, for the South corner of this tract of land;

THENCE with the occupational N.E. line of said Townlot No. 582, N. 49 deg. 35 min. 20 sec. W., along the centerline of a concrete curb and fence, 100.01 feet to a 1/2 inch rebar set (all 1/2 inch rebars set are capped: BONN 4447), for the occupational North corner of said Townlot No. 582, for the occupational East corner of said Townlot No. 581, for a southwesterly corner of this tract of land;

THENCE with the N.E. line of said Townlot No. 581, N. 51 deg. 55 min. 15 sec. W., generally along and southwesterly of the remains of a wire fence, 100.05 feet to a 1/2 inch rebar spud set (capped: PFEIFFER) in the S.E. line of that 0.830 acre tract of land described in a conveyance to Properties of Baron's Creek, LLC, found of record in Instrument No. 20122947 of the Official Public Records of Gillespie County, Texas, for the North corner of said Townlot No. 581, for the East corner of German Emigration Company Townlot No. 580, for the West corner of said Gomez tract, for the West corner of this tract of land;

THENCE with the N.W. line of said Gomez tract, N. 42 deg. 40 min. 20 sec. E. 46.0 feet to a 1/2 inch rebar set, for the North corner of said Gomez tract, for the North corner of this tract of land;

THENCE with the N.E. line of said Gomez tract, S. 58 deg. 14 min. 50 sec. E. 200.00 feet to a 1/2 inch rebar set in the N.W. line of S. Llano Street, for the East corner of said Gomez tract, for the East corner of this tract of land;

THENCE with the N.W. line of S. Llano Street, being the S.E. line of said Gomez tract, S. 40 deg. 03 min. 30 sec. W. 72.0 feet to the PLACE OF BEGINNING.

EXHIBIT "A-8"
PFEIFFER LAND SURVEYING
918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.618 ACRE TRACT OF LAND

Being a 0.618 acre tract of land being part of an un-numbered or un-named area lying northeast of Townlots 581 and 582 according to the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said **0.618 acre** tract also lying northeast of that certain 0.26 acre tract of land recorded in Document Number 20132142, Official Public Records, Gillespie County, Texas, said **0.618 acre** tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with a "Bonn" plastic cap in the northwest right-of-way line of South Llano Street for the southernmost corner of the herein described tract and the east corner of the above referenced 0.26 acre tract, said point bears North 39 degrees 19 minutes 23 seconds East, a distance of 71.88 feet from a concrete nail found in a concrete curb at the south corner of said 0.26 acre tract;

Thence, with the northeast line of said 0.26 acre tract, **North 58 degrees 58 minutes 28 seconds West**, a distance of **199.82 feet** to a ½" iron rod found with a "Bonn" plastic cap at the north corner of said 0.26 acre tract for the interior corner of the herein described tract;

Thence, with the northwest line of said 0.26 acre tract, **South 41 degrees 59 minutes 44 seconds West**, a distance of **46.00 feet** to a ½" iron rod found with an orange "Pfeiffer Survey" plastic cap for the west corner of said 0.26 acre tract, the north corner of that certain 0.463 acre tract recorded in Document Number 20125518, Official Public Records, Gillespie County, Texas, said point also being a reference point in the southeast line of that certain 0.830 acre tract recorded in Document Number 20125519, Official Public Records, Gillespie County, Texas;

Thence, with the southeast line of said 0.830 acre tract, **North 39 degrees 20 minutes 42 seconds East**, at 149.94 feet, a ½" iron rod with an orange "Pfeiffer Survey" plastic cap set for reference, continuing a total distance of **166.06 feet** to a meander point in the approximate middle of Barons Creek for the northernmost corner of the herein described tract and the east corner of said 0.830 acre tract;

Thence, with the approximate middle of Barons Creek, the following five courses and distances:

South 71 degrees 32 minutes 54 seconds East, a distance of **26.08 feet** to a meander point for angle;

South 74 degrees 52 minutes 40 seconds East, a distance of **67.83 feet** to a meander point for angle;

South 56 degrees 59 minutes 44 seconds East, a distance of **43.02 feet** to a meander point for angle;

South 38 degrees 02 minutes 42 seconds East, a distance of **39.36 feet** to a meander point for angle;

and **South 47 degrees 47 minutes 08 seconds East**, a distance of **32.45 feet** to a meander point for the easternmost corner of the herein described tract;

Thence, leaving the approximate middle of said creek generally along a projection of the northwest right-of-way line of South Llano Street, **South 39 degrees 19 minutes 23 seconds West**, at 16.72 feet, a ½" iron rod with an orange "Pfeiffer Survey" plastic cap set for reference, continuing a total distance of **122.85 feet** to the **Point of Beginning** containing **0.618 acres**.

Note: The bearings are based on the Texas State Plane Coordinate System, Central Zone, 4204, NAD83. A drawing was prepared for this tract.



A handwritten signature in dark ink, appearing to read "W. Rexrode", written over a horizontal line.

Wes Rexrode

Registered Professional Land Surveyor No. 6001

Job Number: 171-16 (0.618 acre tract)

34

HAMUK LLC
155 Doris Dr.
Kerrville TX 78028

1-06-2016

EXHIBIT B

Fredericksburg City Council
RE: Baron Creek/Llano Street Hotel Project

Dear Council Members,

Below is an overview of the economic impact for the city of Fredericksburg, as it pertains to the proposed Hotel Project which is to take place between Barons Creek and Llano Street, across from the HEB Superstore.

The intent is to build a 120 room upscale Hotel that will offer a level of service not yet available in the Downtown Fredericksburg Area. As a fashionable Destination Hotel, it would attract a new type of clientele, which is looking for this type of experience. VIP Guests Visiting Fredericksburg may enjoy a choice of Presidential, Bridal or Honeymoon Suites, along with a selection of well-appointed guest room accommodations.

As a full service hotel, it is projected to employ a minimum of 4 upper management positions along with 25 Full time personnel for the operations, and an additional 25 employees at the Spa, Beauty Salon, Restaurant, Pub, and Gift Shop. The intent is to use local resources, labor, vendors and Artists (as available) throughout all phases of construction, development, and once opened, the operations.

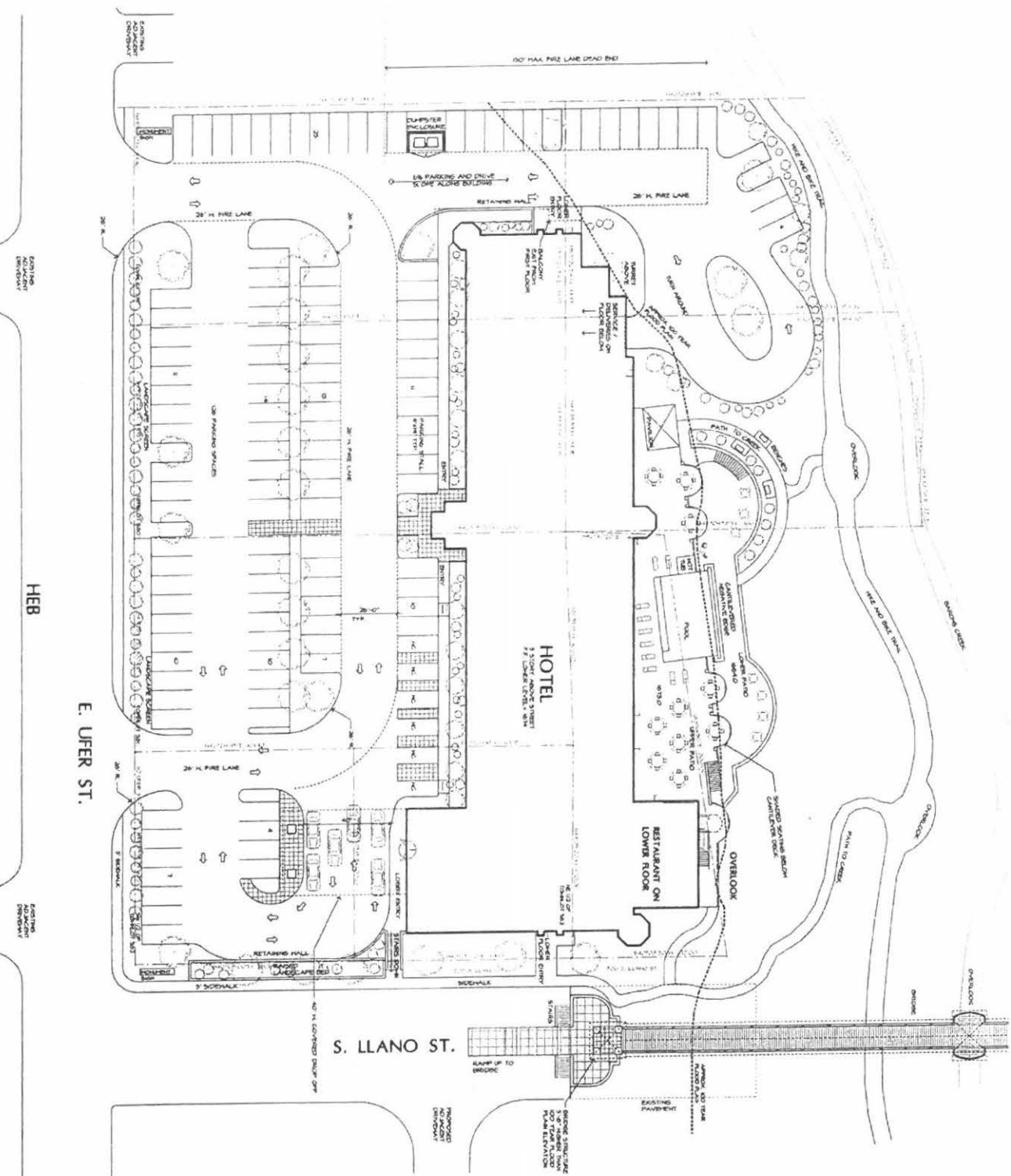
As Stated in the past, we are committed to constructing a Creekside walking path along our property for the city, complete with easement. We have also pledged \$100,000 toward the completion of the 'Covered Llano Street Foot Bridge' over Barons Creek. Removing the worn Ufer houses and enhancing this area with an Upmarket hotel, will help foster responsible development along Barons Creek, Llano Street, and the Greater HEB area. This, in combination with the covered Bridge and city's creek side nature path, will help link the Old Fair Park area to the vibrant Downtown.

The goal is to integrate the development of this project so to enhance the Fredericksburg experience for both local residents and visiting tourists.

Should you have any questions or concerns about this project please feel free to contact any one of us.

Sincerely,

The Schlunegger Family
Ueli Schlunegger
830-459-2002
Ueli2001@gmail.com
Kurt Schlunegger
830-377-1446
Kurt.Hotel@gmail.com
Marian Schlunegger
830-377-5398
Marians.hotel@gmail.com



Fredericksburg Hotel

Fredericksburg, Texas

1 Site Plan



THE SITE PLAN
AND ALL OTHER
DRAWINGS ARE
THE PROPERTY OF
A3 ARCHITECTURE
AND SHOULD NOT
BE REPRODUCED
OR COPIED IN ANY
MANNER WITHOUT
THE WRITTEN
CONSENT OF A3
ARCHITECTURE
P.O. BOX 4000 ST. ANTONIO, TEXAS 78208
PHONE (512) 340-1111 FAX (512) 340-1112

EXHIBIT "D"

TRACT 1: Being a 0.117 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.117 acre tract of land being more particularly described by metes and bounds in Exhibit "D-1", attached hereto and made a part hereof.

TRACT 2: Being a 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds in Exhibit "D-2", attached hereto and made a part hereof.

TRACT 3: Being a 0.371 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.371 acre tract of land being more particularly described by metes and bounds in Exhibit "D-3", attached hereto and made a part hereof.

TRACT 4: Being a 0.618 acre tract of land being part of an unnumbered or unnamed area lying northeast of Townlots 581 and 582 according to the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.618 ac tract also lying northeast of that certain 0.26 acre tract of land recorded in Document Number 20132142, Official Public Records of Gillespie County, Texas, said 0.618 acre tract of land being more particularly described by metes and bounds in Exhibit "D-4", attached hereto and made a part hereof.

EXHIBIT "D-1

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.117 ACRE TRACT OF LAND

BEING a 0.117 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.117 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found with a plastic cap at the north corner of Townlot 579 according to the above referenced map for the west corner of the herein described tract, said point also being at the east corner of Townlot 578 and bears North 40 degrees 08 minutes 15 seconds East, a distance of 199.90 feet from a 3/8" iron rod found with a plastic cap at the west corner of Townlot 579 and the south corner of Townlot 578;

Thence, severing the above referenced unnumbered or unnamed area, the following three courses and distances:

North 40 degrees 08 minutes 15 seconds East, a distance of 27.23 feet to a point at or near a wire fence for the north corner of the herein described tract;

South 75 degrees 28 minutes 49 seconds East, a distance of 110.57 feet to a point at or near a wire fence for the east corner of the herein described tract;

and South 40 degrees 04 minutes 58 seconds West, a distance of 74.71 feet to a 3/8" iron rod found with a plastic cap at the east corner of the above referenced Townlot 579 for the south corner of the herein described tract and the north corner of Townlot 580, said point bears North 40 degrees 04 minutes 58 seconds East, a distance of 200.06 feet from a 3/8" iron rod found with a plastic cap at the south corner of Townlot 579 and the west corner of Townlot 580;

Thence, with the northeast line of said Townlot 579, North 50 degrees 02 minutes 54 seconds West, a distance of 99.77 feet to the Point of Beginning containing 0.117 acres.

EXHIBIT "D-2"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.195 ACRE TRACT OF LAND

BEING a 0.195 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.195 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a point at or near a fence for the west corner of the herein described tract, said point bears North 40 degrees 08 minutes 15 seconds East, a distance of 27.23 feet from a 3/8" iron rod found with a plastic cap at the north corner of Townlot 579 and the east corner of Townlot 578 according to the above referenced map;

Thence, severing the above referenced unnumbered or unnamed area, North 40 degrees 08 minutes 15 seconds East, a distance of 84.29 feet to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following two (2) courses and distances:

South 79 degrees 54 minutes 39 seconds East, a distance of 49.91 feet to a meander point for angle;

and South 67 degrees 45 minutes 38 seconds East, a distance of 59.29 feet to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, severing said unnumbered or unnamed area, the following two (2) courses and distances:

South 40 degrees 04 minutes 58 seconds West, a distance of 79.69 feet to a point at or near a fence for the southeast corner of the herein described tract, said point bears North 40 degrees 04 minutes 58 seconds East, a distance of 74.71 feet from a 3/8" iron rod found with a plastic cap at the east corner of the above referenced Townlot 579 and the north corner of Townlot 580;

and North 75 degrees 28 minutes 49 seconds West, a distance of 110.57 feet to the Point of Beginning containing 0.195 acres.

EXHIBIT "D-3"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.371 ACRE TRACT OF LAND

BEING a 0.371 acre tract of land out of an unnumbered or unnamed area of the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.371 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found with a plastic cap at the north corner of Townlot 580 according to the above referenced map for the west corner of the herein described tract, said point also being at the east corner of Townlot 579 and bears North 40 degrees 04 minutes 58 seconds East, a distance of 200.06 feet from a 3/8" iron rod found with a plastic cap at the west corner of Townlot 580 and the south corner of Townlot 579;

Thence, severing the above referenced unnumbered or unnamed area, North 40 degrees 02 minutes 58 seconds East, a distance of 154.40 feet to a meander point in the field measured center of Baron's Creek for the north corner of the herein described tract;

Thence, with the field measured center of Baron's Creek, the following three (3) courses and distances:

South 61 degrees 22 minutes 31 seconds East, a distance of 34.10 feet to a meander point for angle;

South 54 degrees 06 minutes 28 seconds East, a distance of 33.54 feet to a meander point for angle;

and South 54 degrees 10 minutes 06 seconds East, a distance of 33.17 feet to a meander point for the east corner of the herein described tract;

Thence, departing the field measured center of Baron's Creek, severing said unnumbered or unnamed area, South 40 degrees 04 minutes 58 seconds West, a distance of 166.06 feet to a 1/4" iron rod set with an orange "Pfeiffer Survey" plastic cap at the east corner of said Townlot 580 and the north corner of Townlot 581 for the south corner of the herein described tract, said point also bears North 40 degrees 04 minutes 58 seconds East, a distance of 200.05 feet from a 1/4" iron rod set with an orange "Pfeiffer Survey" plastic cap at the south corner of said Townlot 580 and the west corner of Townlot 581;

Thence, with the northeast line of Townlot 580, North 49 degrees 55 minutes 59 seconds West, a distance of 99.95 feet to the Point of Beginning containing 0.371 acres.

EXHIBIT "D-4"

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 0.618 ACRE TRACT OF LAND

Being a 0.618 acre tract of land being part of an un-numbered or un-named area lying northeast of Townlots 581 and 582 according to the German Emigration Map of Fredericksburg, Texas and Environs in Gillespie County, Texas, said 0.618 acre tract also lying northeast of that certain 0.26 acre tract of land recorded in Document Number 20132142, Official Public Records, Gillespie County, Texas, said 0.618 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with a "Bonn" plastic cap in the northwest right-of-way line of South Llano Street for the southernmost corner of the herein described tract and the east corner of the above referenced 0.26 acre tract, said point bears North 39 degrees 19 minutes 23 seconds East, a distance of 71.88 feet from a concrete nail found in a concrete curb at the south corner of said 0.26 acre tract;

Thence, with the northeast line of said 0.26 acre tract, **North 58 degrees 58 minutes 28 seconds West**, a distance of **199.82 feet** to a ½" iron rod found with a "Bonn" plastic cap at the north corner of said 0.26 acre tract for the interior corner of the herein described tract;

Thence, with the northwest line of said 0.26 acre tract, **South 41 degrees 59 minutes 44 seconds West**, a distance of **46.00 feet** to a ½" iron rod found with an orange "Pfeiffer Survey" plastic cap for the west corner of said 0.26 acre tract, the north corner of that certain 0.463 acre tract recorded in Document Number 20125518, Official Public Records, Gillespie County, Texas, said point also being a reference point in the southeast line of that certain 0.830 acre tract recorded in Document Number 20125519, Official Public Records, Gillespie County, Texas;

Thence, with the southeast line of said 0.830 acre tract, **North 39 degrees 20 minutes 42 seconds East**, at 149.94 feet, a ½" iron rod with an orange "Pfeiffer Survey" plastic cap set for reference, continuing a total distance of **166.06 feet** to a meander point in the approximate middle of Barons Creek for the northernmost corner of the herein described tract and the east corner of said 0.830 acre tract;

Thence, with the approximate middle of Barons Creek, the following five courses and distances:

South 71 degrees 32 minutes 54 seconds East, a distance of **26.08 feet** to a meander point for angle;

South 74 degrees 52 minutes 40 seconds East, a distance of **67.83 feet** to a meander point for angle;

South 56 degrees 59 minutes 44 seconds East, a distance of **43.02 feet** to a meander point for angle;

South 38 degrees 02 minutes 42 seconds East, a distance of **39.36 feet** to a meander point for angle;

and **South 47 degrees 47 minutes 08 seconds East**, a distance of **32.45 feet** to a meander point for the easternmost corner of the herein described tract;

Thence, leaving the approximate middle of said creek generally along a projection of the northwest right-of-way line of South Llano Street, **South 39 degrees 19 minutes 23 seconds West**, at 16.72 feet, a ½" iron rod with an orange "Pfeiffer Survey" plastic cap set for reference, continuing a total distance of **122.85 feet** to the **Point of Beginning** containing **0.618 acres**.

Note: The bearings are based on the Texas State Plane Coordinate System, Central Zone, 4204, NAD83. A drawing was prepared for this tract.



A handwritten signature in cursive script, appearing to read "W. Rexrode", written over a horizontal line.

Wes Rexrode
Registered Professional Land Surveyor No. 6001
Job Number: 171-16 (0.618 acre tract)

42



SCALE: 1" = 50'

43

EXHIBIT SHOWING VARIOUS
TRACTS OF LAND NEAR THE NORTH
INTERSECTION OF UFER STREET
AND SOUTH LLANO STREET IN THE
CITY OF FREDERICKSBURG, TEXAS.

PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





CITY COUNCIL MEMO

DATE: 12/14/2016

TO: City Council

FROM: Eric Whiting

SUBJECT: Request for approval for Lease Purchase of Police DVR equipment

Summary:

The Digital video equipment install in all 24 patrol cars has been aging. This equipment was installed in January of 2010 and is been considered obsolete by Safety Vision. We have recently purchased body cameras and have been able to pay a portion cost with a grant provided by the state of Texas. This DVR system works seamlessly with the Body Cameras to tie all video evidence together. The total cost of the Project is \$154,992 and with an option to do a 3 year lease purchase. The cost of the annual payment will be \$54,135.31 to Apple Leasing with a 1 dollar purchase option at the end of the term.

Recommendation:

The City IT Department along with the Police Department is requesting approval for the 3 year lease purchase of the equipment.

Background / Analysis:

This project was approved for this years budget and a total of \$52,861 was allocated for the project.

Attachments:

Watch Guard Quote
Apple Leasing Contract



Department Approval



City Manager Approval

44

The City of Fredericksburg



4RE/VISTA Price Quote

CUSTOMER: Fredericksburg Police Department

ISSUED: 11/15/2016 12:24 PM

EXPIRATION: 12/1/2016 12:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$154,992.00**

ATTENTION: Eric Whiting

SALES CONTACT: Gavin Wallace

PHONE: 830-997-7585

DIRECT: (214) 785-2611

E-MAIL:

E-MAIL: GWallace@WatchGuardVideo.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	25.00	\$150.00	\$0.00	\$3,750.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	24.00	\$4,795.00	\$222.00	\$109,752.00
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic	24.00	\$200.00	\$0.00	\$4,800.00

4RE Interview System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	1.00	\$5,195.00	\$0.00	\$5,195.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	24.00	\$200.00	\$0.00	\$4,800.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, Sector	2.00	\$250.00	\$0.00	\$500.00

45

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	25.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	25.00	\$100.00	\$0.00	\$2,500.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	25.00	\$200.00	\$0.00	\$5,000.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	25.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	25.00	\$0.00	\$0.00	\$0.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-WCM-KIT-100	Watch Commander Software Installation Disc w/ Case and Document	1.00	\$2,500.00	\$0.00	\$2,500.00
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee (per car/year)	24.00	\$250.00	\$0.00	\$6,000.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-RBT-DVD	Primera Bravo 4101 DVD Robot DVD±/CD-R	2.00	\$2,995.00	\$0.00	\$5,990.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$705.00	\$0.00	\$705.00
					\$154,992.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$5,328.00

Additional Quote Discount \$0.00

Total Amount \$154,992.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

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415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

November 15, 2016

Eric Whiting
City of Fredericksburg
126 W Main St
Fredericksburg, TX 78624-3708

RE: Application # 2172948
Lease #

Dear Eric Whiting:

Thank you for the opportunity to provide leasing/financing to City of Fredericksburg. Enclosed are the lease documents for the equipment and/or software that you wish to acquire from ENFORCEMENT VIDEO, LLC.

Please sign and **overnight** the enclosed documents (See #7 below) to 2330 Interstate 30, Mesquite, TX 75150. **Please do not fill in the commencement date on Exhibit A. This date is determined when the lease funds.**

Please use the following as your checklist:

1. All "Lease Documents" **MUST** be signed and initialed where applicable by: **Chief Of Police**
2. The Federal Tax ID No. for City of Fredericksburg is .
3. **Evidence of property insurance covering the leased equipment** and naming Apple Financial Services, its successors and assigns, as loss payee and additional insured. An insurance authorization letter is attached. Please provide us with your agent information and return with the documents.
4. **PLEASE DO NOT USE WHITE-OUT or MAKE ANY CROSS OUTS ON ANY DOCUMENT. ELECTRONIC OR STAMPED SIGNATURES WILL NOT BE ACCEPTED. WE CANNOT ACCEPT DOUBLE SIDED DOCUMENTS. Please print each page of the document set as a single page.**
5. **Please reply to this email with a copy of your scanned signed documents so that we can check your documents before you overnight them. PLEASE DO NOT SEND YOUR DOCUMENTS VIA THE US POSTAL SERVICE. ONCE WE RECEIVE A COPY OF YOUR SCANNED DOCUMENTS WE WILL EMAIL A UPS LABEL TO YOU SO THAT YOU CAN RETURN THE ORIGINALS TO US. If you cannot scan the documents please fax a signed copy to fax # 972-755-8210.**
6. **State & Local Government Addendum**
7. **Tax Exempt Certificate (If Applicable)**

If you have any questions, please feel free to call me at 844-474-2209.

Sincerely,
Mike Coke
National Account Manager
Apple Financial Services

Master Lease Agreement

**THIS IS A NON-CANCELABLE,
LEGALLY BINDING CONTRACT**



Financial Services

Master Lease Number:

Lessee (Leasing Customer) – Use exact registered name if a corp., LLC or LP		Lessee Chief Executive Office - Street		City
City of Fredericksburg		126 W Main St		Fredericksburg
Tax ID #	State	County	ZIP Code	Lessee's Telephone
	TX		78624-3708	830 990-2022

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean Apple Financial Services. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. **This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. No other provision of this Master Agreement nor any Schedule may be further changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.** If you provide a telephone number for a cellular phone or other wireless device, for business purposes, now or in the future, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Apple Financial Services and its affiliates and agents. These calls and messages may incur access fees from your cellular provider.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of **Exhibit A** and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. Notwithstanding anything to the contrary contained in the Lease, after You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

2. UNCONDITIONAL OBLIGATION TO PERFORM. With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) If You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS. The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). **Unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply.** If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

4. LEASE PAYMENTS. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. **If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid.** If any check is dishonored, You shall pay Us a fee of \$20.00.

5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. **We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule.** You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

6. NO WARRANTIES; FINANCE LEASE. WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, **You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522.** If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, **without recourse to Us,** all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

7. LIABILITY; INDEMNIFICATION. We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

8. LOSS; DAMAGE; COLLATERAL PROTECTION; INSURANCE

You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at two percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance. You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss

NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE

Apple Financial Services:		Customer: City of Fredericksburg	
(DATE)		By: 	/ (Date)
		Print Name: Stephen Wetz	Title: Chief of Police

payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.**

9. ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). After You sign a Schedule, We may change the Lease Payment amount due to a change in the tax amount. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. **You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.**

11. SAVINGS CLAUSE. If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

12. DEFAULT. You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 2% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossession, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

14. APPLICABLE LAW; VENUE; JURISDICTION. The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, or the home state of the assignee, and any legal actions relating to this Agreement, any Schedule or any Other Document must be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, or the home state of the assignee which shall have exclusive jurisdiction. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

15. MISCELLANEOUS; USA PATRIOT ACT NOTICE. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. When a copy of each document containing Your original, faxed or electronic signature is (i) manually signed by Us, marked "Original" and in Our possession, or (ii) electronically signed by Us and stored as an electronic record that is under Our control, then such copy shall constitute the original authoritative version of that document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the document, then the "Paper Out" printed version of the document as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole original authoritative version and the sole "chattel paper". Reference herein to eOriginal shall mean eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by Us. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to Us by fax or other electronic means. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When You enter into a transaction with Us, We ask for Your business name, address and other information that will allow Us to identify You. We may also ask to see other documents that substantiate Your business identity.

Lessee has reviewed this page.

Lessee Initials

Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "**Schedule**") is made and entered into as of the _____ day of _____, by and between **Apple Financial Services** (hereinafter "**We**," "**Us**" or "**Our**") and **City of Fredericksburg** (hereinafter "**You**" or "**Your**"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the "**Master Agreement**") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. *The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us.* This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Notwithstanding anything to the contrary contained herein, We may (i) insert the Lease number and any other information missing in this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation.

2. Equipment Supplier: Apple Financial Services
3. Equipment Location Address: 126 W Main St., Fredericksburg, TX 78624-3708
4. Original Term: 36Months, 3 Annual Payments, first payment due 30 days after commencement
5. Commencement Date of this Lease: _____
6. Lease Payment Option: \$54,135.31 per: ☐ Month ☐ Quarter
☒ Year ☐ Other:
7. Check here ☐ if Lease Payment amount includes sales/use tax
8. \$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:
☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments
9. Security Deposit: \$ _____
10. Purchase Option at end of Original Term: ☐ None ☐ Fair Market Value as of end of Original Term
☒ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You **only** at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall **not** apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. **This Schedule is non-cancelable and may not be terminated early.**

Apple Financial Services

By: **X**

Date: _____

Accepted and signed in Mesquite, TX

You: City of Fredericksburg

By: **X**

Name (Print): Stephen Wetz

Title: Chief of Police

Date Signed: _____

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SCHEDULE "A"

City of Fredericksburg

Quantity	Manufacturer	Description
1		Evidence Library 4 Web Server Site License Key
25		Evidence Library 4 Web 4RE In-Car DeviceLicense Key
24		4RE Standard DVR Camera System withintegrated 200GB automotive grade hard drive,16GB USB removable thumb drive, rear facingcabin camera, GPS, hardware, cabling andyour choice of mounting bracket.
24		Front Camera, 4RE, HD Panoramic
1		4RE Interview Room Camera System. Includestwo cameras, one dome and one covertcamera. Also includes a microphone, DVR,integrated 200GB automotive grade hard drive,16GB USB removable thumb drive, desktopstand & cabling, 1 yr. warranty and remotereviewing software.
24		4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available by request)
2		WiFi Access Point, Configured, MikroTik,802.11n, 5GHz, Sector
25		Warranty, 4RE, In-Car, 2nd Year (Months 13-24)
25		Warranty, 4RE, In-Car, 3rd Year (Months 25-36)
2		Primera Bravo 4101 DVD Robot DVD±/CD-R
1		4RE System Setup, Configuration, Testing andTraining (WG-TS)
1	WatchGuard	Watch Commander Software Installation Discw/ Case and Document
24	WatchGuard	Watch Commander Annual License Fee (percar/year)

Lessee: City of Fredericksburg

Signature: _____

Title: Chief of Police



Financial Services

STATE AND LOCAL GOVERNMENT ADDENDUM

MASTER AGREEMENT #
2172948

Addendum to Master Agreement # 2172948, dated _____, between City of Fredericksburg, as Lessee ("You" and "Your") and Apple Financial Services, as Lessor ("We," "Us" and "Our").

The parties wish to amend the above-referenced Master Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body to execute and deliver the Master Agreement and any Schedule and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Master Agreement and any Schedule; (c) the Master Agreement and any Schedule is in compliance with all laws applicable to Lessee, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Lessee's need for the Equipment is not expected to diminish during the term of the related Schedule; (e) Lessee has funds available to pay contracted Lease Payments until the end of its current appropriation period, and it intends to request funds to make contracted Lease Payments in each appropriation period, from now until the end of the term of the related Schedule; and (f) Lessee's exact legal name is as set forth on page one of the Master Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Lease Payments under the related Schedule or (to the extent required by applicable law) the related Schedule is not renewed, such Schedule shall terminate and Lessee shall not be obligated to make contracted Lease Payments under the Schedule beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which contracted Lease Payments have been appropriated, deliver possession of the Equipment to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of contracted Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after either the failure of the Lessee to appropriate funds sufficient for the payment of the contracted Lease Payments or (to the extent required by applicable law) the Schedule is not renewed, but failure to provide such notice shall not operate to extend the Schedule term or result in any liability to Lessee.

TITLE TO THE EQUIPMENT: If the selected purchase option for any Schedule is \$1.00 or \$101.00, unless otherwise required by law, upon Lessee's acceptance of the Equipment, title to the Equipment shall be in Lessee's name, subject to Lessor's interest under the Master Agreement and such Schedule.

The parties wish to amend the above-referenced Master Agreement by restating the following:

Any provision in the Master Agreement stating this Master Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Master Agreement and any supplement or Schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document."

Any provision in the Master Agreement or Schedule stating that the Schedule shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Schedule will renew for month-to-month terms unless You purchase or return the Equipment (according to the conditions herein) or send Us written notice at least 30 days (before the end of any term) that You do not want it renewed."

Any provision in the Master Agreement stating that We may assign the Master Agreement or any Schedule is hereby amended and restated as follows: "We may sell, assign, or transfer this Master Agreement or any Schedule without notice to or consent from You, and You waive any right you may have to such notice or consent."

Any provision in the Master Agreement stating that You shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold Us harmless against liabilities arising from the Master Agreement or any Schedule. However, as between You and Us, and to the extent permitted by law and legally available funds, You shall bear the risk of loss for, shall

pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that You shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after You have surrendered possession of the Equipment in accordance with the terms of the Master Agreement or any Schedule to Us or that arise directly from Our gross negligence or willful misconduct. "

Any provision in the Master Agreement requiring You to pay amounts due under any Schedule upon the occurrence of a default, failure to appropriate funds or failure to renew any Schedule is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Master Agreement stating that the Master Agreement and each Schedule is governed by a particular state's laws and You consent to such jurisdiction and venue is hereby amended and restated as follows: "This Master Agreement and each Schedule will be governed by and construed in accordance with the laws of the state where Lessee is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Lessee acknowledges the above changes to the Master Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Master Agreement and any Schedules remain in full force and effect and remain binding on Lessee.

Apple Financial Services

Lessor

Signature

Title

Date

City of Fredericksburg

Lessee

X

Signature

Chief of Police

Title

Date



NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE MASTER AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE MASTER AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

****For your convenience, we have included an ACH form. This is optional, not a requirement.****

IMPORTANT: YOUR ADVANCE PAYMENT CHECK WILL BE USED FOR VERIFICATION OF YOUR CHECKING ACCOUNT. PLEASE FAX A COPY OF THE DOCUMENTS TO: 972-755-8210. THEN RETURN THE ORIGINAL SIGNED DOCUMENTS USING OUR UPS ACCOUNT #RV8392 VIA PRIORITY OVERNIGHT TO Apple Financial Services, 2330 Interstate 30, Mesquite, TX 75150

With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to Apple Financial Services on the payment due date as shown on your regular invoice. Your regular invoice will show the amount to be deducted and the due date.

Enrollment is Easy. Simply....

1. Complete the Authorization Form.
2. Return the Authorization Form to Apple Financial Services.

Customer Name: City of Fredericksburg

hereby authorizes to initiate debit entries to our checking account indicated below at the depository named below, hereinafter called "DEPOSITORY", and authorizes the DEPOSITORY to debit the same to such account for amounts due pursuant to the terms of the Agreement(s) dated [redacted] between City of Fredericksburg and Apple Financial Services

Customer Name: City of Fredericksburg

Depository Name		Branch
City	State	Zip
Routing Number	Account Number	

The authorization is to remain in full force and effect until **City of Fredericksburg** has received written notification from us of its termination in such time and in such manner as to afford **City of Fredericksburg** and DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.

Date: _____ Customer Name: _____

By (Authorized signature for Bank Account) _____

Title: _____

Apple Financial Services

mcoke@APPLE.FINSVS.COM

INSURANCE FORM

**PLEASE REFERENCE THIS
#APPLE2172948U IN ALL COMMUNICATIONS.**

DATE: November 15, 2016

TO: City of Fredericksburg

Pursuant to the terms of the lease agreement, and for our mutual benefit and protection, the equipment on lease must be insured against loss, theft, damage and destruction. We, therefore, request that you add to your existing insurance policy or obtain such an "all risk" policy naming **Apple Financial Services and/or its Assignees** as the "additional insured" and "Lender's Loss Payee" with respect to the equipment involved for **#APPLE2172948U..**

THE APPLICATION NUMBER MUST BE INCLUDED IN THE LOSS PAYABLE INFORMATION IN ORDER FOR US TO PROCESS. ALL CERTIFICATES WITHOUT THE NUMBER WILL BE RETURNED.

We also request that you add to or obtain public liability insurance naming **Apple Financial Services and/or its Assignees** as the "additional insured", with respect to the equipment on lease.

Please provide the information listed below and make arrangements with your insurance agent to **EMAIL to Apple Financial Services at mcoke@APPLE.FINSVS.COM, a BINDER or CERTIFICATE OF INSURANCE** showing the names and interests as requested above.

Insurance Company: _____

Insurance Agency: _____

Telephone: _____

Contact: _____

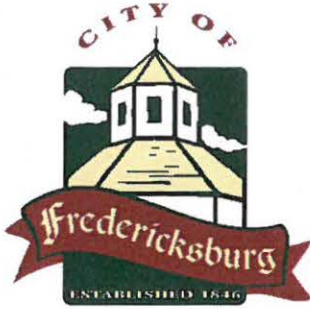
Policy Number: _____

Effective Date: _____

How long have you had insurance through this company? _____

Thank you for your cooperation.

Apple Financial Services



CITY COUNCIL MEMO

DATE: December 19, 2016

TO: Mayor and City Council

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

SUBJECT: Professional Services Contract – Transportation Master Plan

Summary:

This item is for consideration of a Professional Services Contract from Kimley-Horn and Associates, Inc ("Kimley-Horn") for the completion of the City of Fredericksburg's Transportation Master Plan.

Recommendation:

City staff recommends approval of the Professional Services Contract with Kimley-Horn to perform professional services outlined in the "Scope of Services" section of the attached agreement for a fee of \$119,900 which will be funded out of the approved Street Department budget of \$120,000.

Background / Analysis:

The City of Fredericksburg has grown steadily during the past several decades. Today, it is estimated that over 11,000 reside within the City, with growth in and around the City continuing at an accelerated pace. With this growth in population, residential and commercial development, including redevelopment, of land within the City and the surrounding areas has taken place.

Extensive expansion of the downtown area has occurred in response to increased interest in tourism. The Transportation Master Plan will build upon and update the Future Thoroughfare Plan Map included in the City of Fredericksburg Comprehensive Plan, adopted on January 23, 2006 and most recently updated in May 2015.

The purpose of this Transportation Master Planning exercise is to develop a plan that will address improvements for both existing and future motor vehicle, bicycle, and pedestrian mobility, be a tool to guide development in and around the City, and provide strategies for achieving a safe and efficient multimodal transportation system.

The proposed project scope of work includes the following tasks:

- Review and assessment of available data and studies.
- Evaluate existing traffic conditions within the City and its ETJ.
- Perform Data collection (population, sidewalk inventory, traffic counts, development/employment areas).
- Development of a Capital Improvement Plan (CIP) that identifies need, prioritization, and cost estimates for transportation improvements to the City's transportation system for motor vehicles, bicycles, and pedestrian mobility.
- Review and provide traffic management recommendations for existing Fredericksburg Independent School District campuses and other critical infrastructure sites.
- Review and provide recommendations relating to one-way streets or other areas with nonstandard street cross sections and/or parking issues.
- Review of applicable local, state, and federal regulations related to transportation and recommend changes to local rules.
- Coordination with the City's Parking Study consultant.
- Prepare for and attend staff workshops, public outreach, and presentation to City boards and Council.

The completed Transportation Master Plan will be consistent with other recently-adopted City plans.

After advertisement of a Request for Qualifications (RFQ) in the Fredericksburg Standard and the City website, the City received six (6) Statements of Qualifications (SOQ). The SOQ's were evaluated by a selection committee comprised of three (3) members of City staff using a numerical grading criteria matrix that rated each firm's qualifications in key areas such as "Project Approach", "Key Personnel Qualifications and Experience", "Firm Qualifications and Experience", and "Firm Location." A copy of the grading criteria and consultant ranking matrix are attached for your reference.

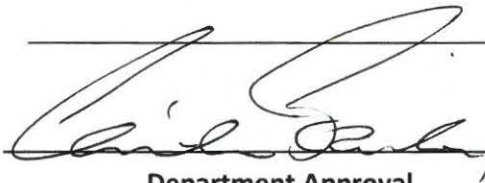
After independent staff review of the Statements of Qualifications, staff members determined that Kimley-Horn had ranked highest on each scoring matrix. Based on key project components including the project manager's and key design staff's experience with other transportation master plans in the Central Texas area, how the project team intends to complete the project in accordance with the intended schedule, and how the team intends to coordinate with City staff, the City Council, and the citizens of

Fredericksburg, City staff is recommending authorizing the City Manager to execute a professional services agreement with Kimley-Horn.

The project is anticipated to be completed by the end of FY 2017 with preliminary CIP cost estimates being ready in time for inclusion in the City's FY 2018 budget discussions.

Attachments:

- Grading Criteria
- Consultant Ranking Matrix
- Proposed Professional Services Contract from Kimley-Horn and Associates, Inc.



Department Approval

City Manager Approval

The City of Fredericksburg

**Transporation Master Plan
Statement of Qualifications
Evaluation Criteria**



Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number	100.0
1. Project Approach/Project Management Plan:	30.0
Understanding of request for qualifications and scope of work	
Project approach	
Detailed work plan for the proposed project	
Firm's ability to meet project schedule	
Interaction and coordination	
Knowledge of City work and previous project experiences with the City	
2. Key Personnel Qualifications & Experience	40.0
Project manager	
Project manager's past performance on recent City projects	
Project personnel and roles, including lead project engineer	
Project team organization	
Staff/project manager availability, commitment to project, and staff location	
Project team member's ability to meet on short notice at City Offices	
3. Firm Qualifications and Experience	25.0
Directly related experience and qualifications	
Recent experience in other municipal projects comparable to the one proposed	
Experience with transportation master planning, particularly in the central Texas region	
Experience working with TxDOT	
4. Firm Location	5.0
Firm's location and ability to meet with City personnel as required	

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The City of Fredericksburg

**Transportation Master Plan
Statement of Qualifications
Evaluation Criteria Final Rankings**



Firm
Kimley Horn
Halff
Freese & Nichols
LJA
HDR
Alliance

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The City of Fredericksburg

Exhibit A

Scope of Services Develop Transportation Master Plan

Scope of Work Overview

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "The Consultant") will provide planning services to develop a Transportation Master Plan for the City of Fredericksburg. This project will create a plan that will include the following:

- Review and assessment of available data and studies.
- Evaluate existing traffic conditions within the City and its ETJ.
- Perform Data collection (population, sidewalk inventory, traffic counts, development/employment areas).
- Development of a Capital Improvement Plan (CIP) that identifies need, prioritization, and cost estimates for transportation improvements to the City's transportation system for motor vehicles, bicycles, and pedestrian mobility.
- Review and provide traffic management recommendations for existing Fredericksburg Independent School District campuses and other critical infrastructure sites.
- Review and provide recommendations relating to one-way streets or other areas with non-standard street cross sections and/or parking issues.
- Review of applicable local, state, and federal regulations related to transportation and recommend changes to local rules.
- Coordination with the City's Parking Study consultant.
- Prepare for and attend staff workshops, public outreach, and presentation to City boards and council.

The Scope of Services is outlined in the tasks below.

Task 1 – Project Management

1A. Meetings and Work Plan

- i. Kimley-Horn will prepare a Project Work Plan and schedule. This document will provide a brief understanding of the project, highlight the Kimley-Horn team members involved, and provide a milestone schedule that assigns the critical path and target dates to each major task item within the project. As a subcomponent to the Project Work Plan, Kimley-Horn will develop a Communication Protocol. The intent of this section is to identify the project contacts, and their roles and responsibilities, within the Kimley-Horn team and City Staff. Information in this protocol will be used to maintain smooth coordination and enhance communication with the various City departments and Kimley-Horn team.
- ii. Additional Project management duties include monthly progress reporting and accounting activities related to the performance of the study.
- iii. Bi-weekly coordination calls or web meetings are anticipated with the life of this project which is anticipated to be 9 months. It is anticipated in person meetings would only occur when

coinciding with other scheduled activities. The remaining meetings will be coordination calls or web meetings.

- iv. K-H will develop the Project Work Plan (PWP) and transmit it to the City via email.
- v. K-H will attend one project kickoff phone call with City Staff to discuss the PWP. The PWP will be refined after this call to identify project milestones and data needs pivotal to the project.

1B. Quality Assurance / Quality Control (QA/QC)

- i. The Kimley-Horn Project Manager (PM) will work with the Task Leaders to formulate the PWP and Quality Plan for each task identifying the scope, schedule, and effort needed for task effort and quality control.
- ii. The PM will schedule Quality Review time into the PWP.

Deliverables:

- a. Project Work Plan
- b. Kickoff Call

Task 2 – Data Collection and Analysis

2A. Data Collection

Prior to the development of recommendations, Kimley-Horn will review the existing conditions in Fredericksburg. Data gathering will involve acquiring information from a variety of sources, including GIS, land use data, the City's Comprehensive Plan, future land use plan, and zoning map.

- i. Kimley-Horn will collect from the City the following information:
 - Copies of the previous plans and reports listed in Task 2A i.
 - City Contacts – The City will provide the organizational structure for the project team by name and title, with phone and email contact information.
 - Maps - The City will provide available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, Central Texas Zone coordinates. Data should include:
 - Available ROW information;
 - Existing utility locations;
 - Existing gas wells and gas line;
 - Contours; and
 - FEMA flood plain data
- ii. Kimley-Horn will conduct a review of the following:
 - a) Existing Zoning and Land Uses
 - b) 2015 Sidewalk Plan
 - c) 2015 Comprehensive Plan
 - d) 2006 Thoroughfare Plan
 - e) US 290 Relief Route Information
 - f) City/County Population Estimates
 - g) Known Upcoming Developments
 - h) Historical Traffic Count Data
- iii. Kimley-Horn will conduct a day-long workshop with City staff to identify existing problem areas and possibly expand the existing list of potential CIP projects. In the morning, a walking tour of the downtown area will be conducted (as needed), followed by reconvening to summarize

(4)

projects to be added to the CIP. In the afternoon, the focus will shift to areas outside the downtown. This workshop will include the Kimley-Horn Project Manager, Lead Planner, and one EIT.

- iv. Kimley-Horn will collect peak hour turning movement counts at up to 10 strategic locations where problems are readily identified.
- v. The City will collect daily directional tube counts as needed to augment the turning movement counts, if needed.
- vi. Kimley-Horn will conduct field observations on one weekday and one weekend day at identified locations During field reconnaissance, we will be specifically looking at:
 - Shopping District Traffic
 - Existing Street Cross Sections
 - School Traffic
 - Parking Issues (to discuss with parking consultant)

Field Reconnaissance will be conducted by up to three Kimley-Horn team members.

Deliverables: Kimley-Horn will provide the following:

- a. City Workshop
- b. Field Reconnaissance notes
- c. Map of the City-wide CIP
- d. Map of the proposed downtown recommendations
- e. List of problem areas for evaluation

2B. Analysis

- i. Kimley-Horn will evaluate existing conditions at critical locations (up to 10 locations).
 - a. Kimley-Horn will prepare an existing conditions assessment for the transportation systems that assess the existing transportation and land use dynamics in the area.
 - b. Traffic operations. Kimley-Horn will use traffic count data and operational analysis for not only peak weekday traffic, but also peak weekend traffic.
 - c. Downtown parking. Kimley-Horn will obtain from the City's parking consultant the number of available parking spaces and their utilization. Kimley-Horn will also determine the walking radius that pedestrians must endure to reach the downtown area.
- ii. K-H will analyze future conditions based on projected growth in the region Kimley-Horn will apply "best practices" to determine potential ways to improve multi-modal transportation
 - a. Vehicles - Kimley-Horn will use field observations to provide recommendations to improve vehicular mobility. These recommendations may include re-striping, signal re-timing, roadway widening, re-routing traffic through creating one-way streets or alternative routes.
 - b. Pedestrians - Kimley-Horn will identify critical sidewalk gaps to determine where sidewalks and ramps are missing or undersized. Kimley-Horn will use field observations to provide recommendations to where enhanced pedestrian crossings are needed.
 - c. Bicycles -
 - d. Transit - It is understood that the City's parking consultant will be studying the feasibility of a private shuttle route from hotels to the downtown area. Kimley Horn will work with the City's parking consultant to incorporate their results into the plan.

- iii. K-H will evaluate each of these alternative solutions for functionality, constructability, and affordability.
 - a. Community acceptance will be gauged through the public outreach process described in Task 4.
 - b. After evaluation, K-H will refine the plan.
- iv. Kimley-Horn will provide a review of applicable local, state, and federal regulations related to transportation and recommended changes to local rules. Examples of this are traffic control around school zones, sidewalk requirements, traffic control plans for construction on or near the roadway, etc.
- v. Kimley-Horn will work with City staff in a review of the existing Thoroughfare Plan. Our team will analyze the plan's roadway alignments that consider natural, man-made, and fiscal constraints to maximize the value of the roadways in the plan.

2C. Report

Deliverables: Kimley-Horn will provide a technical report with:

- a. Plan Overview
- b. Goals and Objectives
- c. Methodology Description
- d. Reference material from other adopted plans
- e. Recommendations

Task 3 – Development of a Prioritized Capital Improvement Plan

3A. Development of Goals for Transportation Projects

The purpose of this task is to develop a set of criteria by which the projects will be ranked. This can include transportation goals and/or other City goals.

- i. The Consultant will review best practices from national research (limited to five selected cities) to assemble a complete list of Goals to be utilized for the purposes for the Transportation Prioritization Process. The selected Goals will form the basis for the City's Implementation Plan and eventual ranking system.
- ii. The Consultant will hold a workshop with City staff to determine define goals and develop a weighting system for these goals. This workshop will include the Kimley-Horn Project Manager, Lead Planner, and one EIT.

3B. Develop Measures of Effectiveness and Project Ranking Formula

Based on the goals identified in Task 3A, the Consultant will identify up to ten (10) measure of effectiveness to score how well a specific project achieves a certain goal. These MOEs will be utilized to develop a formula for ranking projects.

3C. Develop Project Ranking Analysis Tool

The Consultant will develop an .xls tool to aid in ranking transportation projects utilizing the Goals identified in Task 1 and the Project Ranking Formula identified in Task 3B.

3D. Calibrate Project Ranking Formula

- i. The Consultant will test up to three (3) project in the Project Ranking Analysis Tool (Task 3C) to determine is the Project Ranking Formula is adequately ranking the projects.
- ii. Kimley Horn will provide the Project Ranking Analysis Tool with a list of projects for staff to evaluate.
- iii. City staff will evaluate each of the projects under consideration and return those results to Kimley Horn.
- iv. Kimley Horn will work with the City via email to fine tune the model as necessary.

3E. Technical Memorandum Report

Kimley Horn will provide a technical memorandum describing the methodology used to develop the CIP Prioritization tool and a summary of results based on the final prioritization scores.

Deliverables:

- a. City staff workshop
- b. Project Ranking Analysis Tool
- c. Technical memorandum

Task 4 – Public Outreach

Kimley-Horn will facilitate an Open House to present the Transportation Master Plan project to the public to establish goals, solicit input, and generate general interest in the project.

Following the evaluation of existing and future conditions in Task 2B iv, K-H will present the findings to City Council in a workshop before a regular scheduled Council meeting. This meeting is expected to occur in May 2017.

Schedule

The goal of this project is to be substantially complete prior to the City's next fiscal year budget preparation. The proposed schedule is provided on the next page. This schedule is subject to revision based on input from City Staff at the project kickoff meeting. Additional services, if desired, will be performed in a timely manner upon written authorization by the City.

Task	Critical Dates	DEC '16			JAN '17					FEB '17					MAR '17					APR '17					MAY '17				
		3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Council Authorization	12/19/16																												
Contracting / Notice to Proceed	12/30/16																												
Task 1 Project Management																													
Task 2 Data Collection and Analysis																													
Data Collection																													
Review Existing Available Plans																													
Project Kickoff Call - City Staff	1/6/17																												
Review Local Rules against State Laws																													
Field Reconnaissance / Observations	1/19-21/17																												
Strategic Traffic Counts																													
Staff Workshop - ID Projects	1/20/17																												
Analysis																													
Confirm Problem Areas																													
Review Thoroughfare Plan																													
Apply Best Practices																													
Develop and Test Alternatives																													
Coordinate with Parking Consultant																													
Develop Recommendations																													
Draft Tech Memo / CIP Tool																													
Final Tech Memo / CIP Tool																													
Transportation Plan Report																													
Draft Report																													
Draft Exhibits																													
City Review and Comments																													
Final Report																													
Final Exhibits																													
Task 3 Develop CIP Plan																													
Confirm Prelim Projects from Task 2																													
Prelim Cost Estimates																													
Staff Workshop - Establish CIP Goals / Weights	Week of 2/6/17																												
Test Projects Against Model																													
Refine as Necessary																													
Finalize Prioritized List																													
Task 4 Public Outreach																													
Initial Public Involvement Open House	1/26/17																												
Present Findings to City Council	5/15/17																												
Staff Budget Discussions	Month of May																												

Exhibit B

Payment Terms

Payment is a lump sum by task. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date.

Budget for each phase:

Task	Description	Fee
1	Project Management	\$ 10,500
2	Data Collection and Analysis	\$ 64,900
3	Develop CIP Plan	\$ 24,800
4	Public Outreach	\$ 19,700
	TOTAL FEE	\$ 119,900



CITY COUNCIL MEMO

DATE: December 19, 2016

TO: Mayor and City Council

FROM: Andrea Warren, Parks & Recreation Director

SUBJECT: Joseph Financial Partners Rental Rate Discount Request

Summary:

The Parks & Recreation Department rents the Tatsch House at Lady Bird Johnson Park for \$200 a day with a \$100 deposit which is refundable after the rental, if the facility is left in good order. The City gives 50% discounts for rentals of Marktplatz, Pioneer Pavilion and the Tatsch House for nonprofits. Joseph Financial Partners is requesting to rent the Tatsch House on the third Tuesday of the month beginning in January 2017 through September 2017, from 5:00 to 7:00, but does not qualify for the discount. The total cost for these nine rentals would be \$1,800 with a \$100 deposit that would be carried over for each rental and refunded after the last rental in September 2017. For a nonprofit the total would be \$900. Most weekends and almost all of December are reserved a year in advance. Tuesdays in general are not a high demand night. The third Tuesday of each of the requested months is available.

Recommendation:

Consider the request from Joseph Financial Partners for a discount on a monthly rental of the Tatsch House from January 2017 to September 2017.

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The City of Fredericksburg

Background / Analysis:

Request and background information from Joseph Financial Partners is as follows:

Joseph Financial Partners holds a monthly informational session with supper each month January through September. We call them Investment Suppers. They are open to the public, but not advertised, so it is pretty much "word of mouth". Our usual group is 20 - 30 people. The last few years we have met at City Café, but due to family commitments they are no longer able to accommodate our group in the evening when they are closed for business.

Therefore, we are looking at renting the Tatsch House and using a caterer for the supper. We meet the third Tuesday of the months named above from 5:00 to 7:00pm. The size of the group varies between 20 and 30 people. We have determined from Andrea Warren, Parks & Recreation Manager that the facility is available for those dates.

Attendees pay for their meal and we provide information. Our planned presentations for the year ahead are: Outlook for 2017- the Economy and the Markets, Estate Planning, Taxes - what's new?, Identity Theft - Protect Yourself, Long-term Care, Tax-deferred Annuities, Understanding Risk, Charities - Identifying those who use your money charitably.

I am requesting a break on the \$200 per use charge. Any help would be greatly appreciated.

Thank you for your attention.

Sharon Joseph

LPL Registered Principal
Joseph Financial Partners
123 W. San Antonio St.
Fredericksburg, TX 78624
830-997-4763
800-209-8247

Attachments:

none

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The City of Fredericksburg



Department Approval



City Manager Approval

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The City of Fredericksburg