



REGULAR CITY COUNCIL MEETING AGENDA
MONDAY, JANUARY 3, 2022 ~ 6 P.M.
LAW ENFORCEMENT CENTER
1601 EAST MAIN STREET
FREDERICKSBURG, TEXAS 78624

Charlie Kiehne, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Jerry M. Luckenbach, Councilmember
Kathy O'Neill, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, January 3, 2022 at 6 p.m. This meeting will be held in person and live stream on our YouTube Channel.

Link to City of Fredericksburg YouTube Channel [Fredericksburg, Texas USA - YouTube](https://www.youtube.com/c/FredericksburgTexasUSA)
(<https://www.youtube.com/c/FredericksburgTexasUSA>)

1. CALL TO ORDER

2. INVOCATION

(Pastor Bobby Vitek, Holy Ghost Lutheran Church)

3. PLEDGE OF ALLEGIANCE

4. EMPLOYEE RECOGNITIONS

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

The City Council welcomes citizen participation and allows public comments to address the City Council.

Written Comments to be submitted remotely:

- 1) Must be received by 3 p.m. on January 3, 2022.
- 2) Complete the Citizen Comment Form online at [Fredericksburg, TX - Official Website \(fbgtx.org\)](https://www.fbgtx.org); or
- 3) Email your comments to CitizenComments@fbgtx.org or
- 4) Complete a Citizen Comment Form located inside the Public Access entrance at 126 W. Main Street, Fredericksburg, Texas, and place in the box marked Citizen Comment Form.

Copies of the submitted comments will be provided to the City Council and made public on the City website under the "**January 3, 2022**", City Council Regular Meeting" tab.

Verbal Comments for Items on the Agenda:

- 1) Sign up in-person on day of meeting, between 5:30 p.m. and 6 p.m. at the Law Enforcement Center, in order to comment.
- 2) You will be limited to 3 minutes to speak.
- 3) If any citizen has handouts, these should be provided to the City Secretary prior to speaking. If you wish the City Council to receive your handouts for the meeting, please provide 10 copies, if not the City Council will receive your handouts the following day.

6. CONSENT

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

A. Consider approval of the City Council Minutes (Shelley Goodwin, City Secretary):

i. December 20, 2021 Special Meeting
(Agenda Packet Pages 5-10)

ii. December 20, 2021 Regular Meeting
(Agenda Packet Pages 11-16)

7. ORDINANCES AND RESOLUTIONS

A. Consider the approval of Ordinance 2022-01 amending Section 24.100 of Appendix A - Fee Schedule, of the Code of Ordinances, to update and amend the fees for use of Lady Bird Johnson Municipal Golf Course (City Council may waive the second reading) (Chris Meade, Touchstone).

(Agenda Packet Pages 17-22)

B. Consider the approval of Ordinance 2022-02 amending Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, by making revisions for clarity, by establishing different distances for measurements of sound in residential zoning districts, and by repealing the sunset provision; and providing for an effective date. (City Council may waive the second reading) (Brian Vorauer, Patrol Lieutenant).

(Agenda Packet Pages 23-38)

8. OTHER ACTION ITEMS AND UPDATES

A. Consider the approval of an Agreement for Specialized Professional Ambulance Billing Services with Emergicon, LLC. (Lynn Bizzell, Fire Chief).

(Agenda Packet Pages 39-76)

B. Consider the approval of amendment to the City Council Rules of Procedure Public Comment Policy Section 12- Decorum and Debate (Daniel Jones, City Attorney).

(Agenda Packet Pages 77-84)

C. Consider the approval of the findings on the proposed Post Oak Road annexation area zoning (Z-2102) (Jason Lutz, Development Services Director).

(Agenda Packet Pages 85-90)

D. Consider the award of the American Rescue Plan Act (ARPA) funding to local non-profit organizations (Kent Myers, City Manager).

(Agenda Packet Pages 91-128)

9. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

10. CITY MANAGER REPORT

A. January 12, 2022, Council Work Session

B. January 31, 2022, Council Work Session

C. January 4, 2022, Candidate Orientation

11. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 129)

12. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 (Deliberations related to Real Property) and 551.074 (Personnel Matters):

- A. Consider and discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the intersection of S. Milam Street at Whitney Street, in the City of Fredericksburg, Texas (551.072) and
- B. Consider and discuss the annual evaluation of the City Attorney and Municipal Court Judge (Section 551.074).

13. BUSINESS ITEM

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

14. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 1:00 p.m. on December 29, 2021, at the main entrance bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL SPECIAL MEETING DECEMBER 20, 2021

The City of Fredericksburg City Council held a special meeting on Monday, December 20, 2021 at 5 p.m. This meeting was held in person at the Law Enforcement Center and live streamed on the Fredericksburg YouTube Channel.

Members Present:

Mayor Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Kathy O'Neill
Councilmember Bobby Watson

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Steve Wetz, Police Chief
Braxton Roemer, Police Lt.
Lea Feuge, Public Information Officer
Jason Lutz, Development Services Director
Leslie Ball- Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Kiehne called the special meeting of the Fredericksburg City Council to order at 5:00 p.m. on Monday, December 20, 2021.

2. PLEDGE OF ALLEGIANCE

Mayor Kiehne led the Pledge of Allegiance.

3. PUBLIC COMMENTS

No one wished to speak.

4. PUBLIC HEARINGS

- A. Consider a public hearing to receive citizen comments for or against a request from Robert Mosley for a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103) (Jason Lutz, Development Services

Director).

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of Regular Session into a public hearing at 5:01 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of public hearing back into Regular Session 5:02 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- B. Consider a public hearing to receive citizen comments for or against a request from Wes and Tammy Pack for a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121)) (Jason Lutz, Development Services Director).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 5:02 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 5:03 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- C. Consider a public hearing to receive citizen comments for or against a request from Carolyn Ellebracht to consider a requested voluntary annexation and zoning of “Single-Family Residential” (R1) for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision (Jason Lutz, Development Services Director).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 5:04 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of public hearing back into Regular Session 5:05 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- D. Consider a public hearing to receive citizen comment for or against request from John Hewitt, Hewitt Engineering for approximately 6.9 acres of land described as Lot 1, of the Villages of Windcrest Subdivision, located on the north side of W. Windcrest Drive, approximately 1,300 feet West of the Post Oak Road and W. Windcrest Drive Intersection to consider the following items: (Z-2122) (Jason Lutz, Development Services Director).**

- i. **Future Land Use Change from “Medium Density Residential” (MDR) and “Low Density Residential” (LDR) to a Future Land Use Classification of “High Density Residential” (HDR)**
- ii. **Zoning Change from “Mixed Residential” (R2) to “Multi-Family Residential” (R3)**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O’Neill, to go out of Regular Session into a public hearing at 5:05 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 5:06 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

E. Consider a public hearing to receive citizen comment for or against request from Whitney Koch, Mustard Design, for the rear portion of property located at 305 S. Washington Street for the following items: (Z-2123) (Jason Lutz, Development Services Director).

- i. **Future Land Use Change from “Parks Open Space” (POS) to a Future Land Use Classification of “Commercial” (C).**
- ii. **Zoning Change from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 5:06 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O’Neill, to go out of public hearing back into Regular Session 5:07 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

5. ORDINANCES AND RESOLUTIONS

- A. Consider the approval of Ordinance 2021-30 for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision extending The Corporate Limits of the City of Fredericksburg, Texas, so as to include said territory; granting to all inhabitants and future inhabitants of said territory all of the rights and privileges of other citizens of the City of Fredericksburg, Texas; binding the inhabitants and future inhabitants of said territory by any and all acts, ordinances, resolutions and regulations of said City of Fredericksburg, Texas; and amending the Zoning Ordinance of the City to establish the Zoning District of said Territory as R-1: Single Family Residential. (Jason Lutz, Development Services Director).**

Jason Lutz, Development Service Director, reviewed the history of the voluntary annexation. He noted that the City Council has already approved the Annexation Agreement. The requestor is requesting this approval be effective January 1, 2022.

The City Council discussed the legality of the effective date.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-30 for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision extending The Corporate Limits of the City of Fredericksburg, Texas, so as to include said territory; granting to all inhabitants and future inhabitants of said territory all of the rights and privileges of other citizens of the City of Fredericksburg, Texas; binding the inhabitants and future inhabitants of said territory by any and all acts, ordinances, resolutions and regulations of said City of Fredericksburg, Texas; and amending the Zoning Ordinance of the City to establish the Zoning District of said Territory as R-1: Single Family Residential effective January 1, 2022 and waive the second reading. The City Council voted four (4) for, and none (0) opposed, (1) abstained (Mayor Kiehne). The motion carried.

B. Consider requests from John Hewitt, Hewitt Engineering, for approximately 6.9 acres of land described as Lot 1, of the Villages of Windcrest Subdivision, located on the north side of W. Windcrest Drive, approximately 1,300 feet West of the Post Oak Road and W. Windcrest Drive Intersection to consider the following items: (Z-2122) (Jason Lutz, Development Services Director).

Jason Lutz, Development Service Director, reviewed the request and the history of the property. He noted the applicant is looking to construct 96 units in multiple structures; 4 buildings will be 2-story and contain 48 two-bedroom units, and another building will be 3- story building and have 48 1-bedroom units. Currently, there are two land uses on the property, and they are proposing R3-Multi-family residential.

i. Ordinance 2021-31 adopting a change in the Comprehensive Plan especially the Land Use Map from “Medium Density Residential” (MDR) and “Low Density Residential” (LDR) to “High Density Residential” (HDR) and providing an effective date.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O’Neill, to approve Ordinance 2021-31 adopting a change in the Comprehensive Plan, especially the Land Use Map from “Medium Density Residential” (MDR) and “Low Density Residential” (LDR) to “High Density Residential” (HDR) and providing an effective date, and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

ii. Ordinance 2021-32 amending the Zoning Ordinance and changing the Zoning District from “Mixed Residential” (R2) to “Multi-Family Residential” (R3) and providing an effective date.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-32 amending the Zoning Ordinance and changing the Zoning District from “Mixed Residential” (R2) to “Multi-Family Residential” (R3) and providing an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider request from Whitney Koch, Mustard Design, for approximately 0.5793 acres of land described as Petmecky Block B, Lot 9-PT, 10-PT, 11-PT & 12-PT located at 305 S. Washington Street to consider the approval of the following items: (Z-2123) (Jason Lutz, Development Services Director).

Jason Lutz, Development Services Director, reviewed the project and the proposed changes that were made since the City Council denied their previous request. The Planning and Zoning Commission recommended approval of the requests. He also noted that there is a property dispute, a resident is claiming they own the property across the creek; however, there is proof to that claim.

The City Council discussed the property dispute that is between the two residents. They also discussed the Open Space Zoning and the need to review the definition of Open Space.

i. Ordinance 2021-33 adopting a change in the Comprehensive Plan especially the Land Use Map from “Parks Open Space” (POS) to “Commercial” (C) and providing an effective date

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-33 adopting a change in the Comprehensive Plan especially the Land Use Map from “Parks Open Space” (POS) to “Commercial” (C) and providing an effective date and waive the second reading. The City Council voted four (4) for, and one (1) opposed (Councilmember O’Neill). The motion carried.

ii. Ordinance 2021-34 amending the Zoning Ordinance and changing the Zoning District from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2) and providing an effective date.

The City Council discussed the uses allowed in C2 zoning. They also discussed the Planning and Zoning Commission recommendation.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Ordinance 2021-34 amending the Zoning Ordinance and changing the Zoning District from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2), providing an effective date, and waive the second reading. The City Council voted four (4) for, and one (1) opposed (Councilmember O’Neill). The motion carried.

6. OTHER ACTION ITEMS AND UPDATES

A. Consider request from Robert Mosley for a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103) (Jason Lutz, Development Services Director).

Jason Lutz, Development Services Director, reviewed the Site Plan and the proposed request. He noted Staff recommends approval of the requested CUP and associated site plan with the conditions the P&Z Commission recommended:

Conditions:

- Provide additional guest parking
- Provide sidewalks along Friendship Lane
- Re-address the property to Friendship Lane
- Enlarge the entrance to a minimum of 24’ wide
- Stripe both sides at the fire lane (end of parking spaces to the curb line of the parking area).
- Move the dumpster location out of the setbacks and show the screening walls
- Remove the existing driveway on Friendship Lane and re-curb that area
- Approval of Civil Construction Plans

The City Council discussed the conditions.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember O’Neill, to approve a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103), with the conditions provided by Planning and Zoning Commission. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

B. Consider the request from Wes and Tammy Pack for a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121) (Jason Lutz, Development Services Director).

Jason Lutz, Development Services Director, reviewed the request and the changes that were made to add three additional parking and one handicap parking spaces. He noted the Planning and Zoning Commission approved the request with the following conditions:

- That an 8’ tall screening fence be installed on the side and rear property lines
- That occupancy for the new STR units be limited to 2 individuals per unit

The City Council discussed the changes made to meet the concerns since the last time the City Council voted on this request.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to approve a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121)), with the conditions provided by Planning and Zoning Commission. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

7. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA.

No one wished to speak.

8.ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to adjourn the Monday, December 20, 2021, City Council Special Meeting at 5:32 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Charlie Kiehne
Mayor

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING DECEMBER 20, 2021

The City of Fredericksburg City Council held their regular session on Monday, December 20, 2021 at 6 p.m. This meeting was held in person at the Law Enforcement Center and live streamed on the Fredericksburg YouTube Channel.

Members Present:

Mayor Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Kathy O'Neill
Councilmember Bobby Watson

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Steve Wetz, Police Chief
Braxton Roemer, Police Lt.
Cody Oris, Information Technology
Lea Feuge, Public Information Officer
Jason Lutz, Development Services Director
Leslie Ball- Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Kiehne called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, December 20, 2021.

2. INVOCATION

Sandra McDonald, Gillespie County resident led the Invocation.

3. PLEDGE OF ALLEGIANCE

Bill Schneider led the Pledge of Allegiance.

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, announced he did not have any recognition.

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

George Studor, City resident, spoke regarding the Invocation and praying for the City Council.

Jett Burns, County resident, spoke regarding TML Statement on the American Rescue Plan Act Funds.

Jeannette Hormuth, City resident, spoke regarding TML Statement on the American Rescue Plan Act Funds.

6. CONSENT

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

A. Consider approval of the City Council Minutes (Shelley Goodwin, City Secretary):

i. November 15, 2021 Regular Meeting

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Consent Agenda items 6. A. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

7. PUBLIC HEARINGS

A. Consider a public hearing to receive citizen comments for or against request from City of Fredericksburg to amend Section 7.510-Measurements of Heights, of Appendix B – Zoning Ordinance, of the Code of Ordinances; to clarify the measurement of building height within the City and to resolve conflicts with other Code Sections (Z-2124) (Jason Lutz, Development Services Director).

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 6:12 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Kyle Staudt, Building Officer, provided the need for amending the Ordinance. He noted this change would clear up the measurements of height which is reflected differently in two different and set one standard for measuring.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O’Neill, to go out of public hearing back into Regular Session 6:15 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

B. Consider a public hearing to receive citizen comment for or against request from Kevin Spraggins, applicant, for approximately 9.754 acres of land described as ABS George Debrant #42, 60.715AC (Farm) located at 162 Hollmig Lane, the following items: (Z-2125) (Jason Lutz, Development Services Director).

- i. Future Land Use Change from “Low Density Residential” (LDR) to a Future Land Use Classification of “Commercial” (C).
- ii. Zoning Change from “Single Family Residential” (R1) to a Zoning Classification of “Neighborhood Commercial” (C1).

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 6:17 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Kevin Spraggins, VEI Engineer, and applicant, reviewed the application for Land Use Change.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O’Neill, to go out of public hearing back into Regular Session 6:19 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- C. **Consider a public hearing to receive citizen comments for or against the following 82.36 acres of land, generally located on the west and east sides of Post Oak Road, from W. Live Oak to 2,800 feet north of S. Bowie Street (Jason Lutz, Development Services Director).**
 - i. **Future Land Use changes from “Rural Residential” (RR), “Low Density Residential” (LDR), “Parks and Open Space” (POS), and “Commercial” (C) to “Low Density Residential” (LDR), “Medium Density Residential” (MDR), and “Commercial” (C).**
 - ii. **Proposed Zoning of “Single-Family Residential” (R1), “Mixed Residential” (R2), and “Neighborhood Commercial (C1) .**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to go out of Regular Session into a public hearing at 6:20 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O’Neill, to go out of public hearing back into Regular Session 6:21 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

8. ORDINANCES AND RESOLUTIONS

- A. **Consider the approval of Ordinance 2021-37 amending Section 7.510-Measurements of Heights, of Appendix B – Zoning Ordinance, of the Code of Ordinances; to clarify the measurement of building height within the City and to resolve conflicts with other Code Sections; and providing for an effective date (City Council may waive the second reading). (Z-2124) (Jason Lutz, Development Services Director).**

The City Council discussed the change and its effects on the PUDs.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember O’Neill, to approve Ordinance 2021-37 amending Section 7.510-Measurements of Heights, of Appendix B – Zoning Ordinance, of the Code of Ordinances; to clarify the measurement of building height within the City and to resolve conflicts with other Code Sections, and providing for an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- B. **Consider the approval of a request from Kevin Spraggins applicant, for approximately 9.754 acres of land described as ABS George Debrant #42, 60.715AC (Farm) located at 162 Hollmig Lane, to consider the following items: (Z-2125) (Jason Lutz, Development Services Director).**
 - i. **Ordinance 2021-38 adopting a change in the Comprehensive Plan of the City, specifically in the Land Use Map; changing said property from Low Density Residential (LDR) to Commercial (C); providing that the change become a part of the Comprehensive Plan and providing for an effective date.**

The City Council discussed the C1 or R3 zoning and uses.

Daniel Jones, City Attorney, noted that you should always use the language with the strongest zoning when noticing meetings. If the City Council wants to go with different zoning, it will need to be part of the motion.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-31 adopting a change in the Comprehensive Plan of the City, specifically in the Land Use Map; changing the said property from Low-Density Residential (LDR) to Commercial (C); providing that the change become a part of the Comprehensive Plan and providing for an effective date, and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

ii. Ordinance 2021-39 amending the Zoning Ordinance of the City and changing the Zoning District; changing said property from Single Family Residential (R-1) to Neighborhood Commercial (C-1); and providing for an effective date.

Motion: A motion was made by Councilmember Musselman, second by Councilmember Watson, to approve Ordinance 2021-39 amending the Zoning Ordinance of the City and changing the Zoning District; changing said property from Single Family Residential (R-1) to Multi-Family (R-3); and providing for an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

9. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

Debra Hollenbecker, City resident, spoke regarding Open Government and Government Transparency.

Edward Rode, County resident, spoke regarding the annexation process.

Sandra Slader, County resident, spoke regarding the Constitution (handouts provided).

Jerry McCorkle, City resident, spoke regarding Short-Term Rentals and Hotel Motel Occupancy Tax.

Kent Myers, City Manager, clarified Hotel Occupancy Tax and Sales Tax when it comes to uses for staff funding.

Mary Lee Marschall, City resident, spoke regarding Tom Marschall's comments from the July 19, 2021, City Council Regular Meeting Minutes.

Bill Schneider, City resident, spoke regarding Short Term Rental and the upcoming election.

Jeannette Hormuth, City resident, spoke regarding Citizen Comment sign up.

10. CITY MANAGER REPORT

A. TML Statement on the American Rescue Plan Act (ARPA) Funds

Kent Myers, City Manager, reported that TML provided a statement of American Rescue Plan Act has been retracted. Once he learned that there was part of TML's statement that needed to be retracted, he contacted the TML Legal Department to inform. He also answered questions that were sent to him by Jeannette Hormuth.

B. January City Council Work Sessions

Kent Myers, City Manager, reviewed the two Work Sessions:

- January 12th regarding STR at 6 p.m. at the University Center
- January 31st at 1 p.m. at the Cardinal Room.

C. Expanded City Council Agenda Tracking List

Kent Myers, City Manager, provided information on the need to change the Agenda Tracking List.

11. ITEMS FOR FUTURE AGENDA

Kent Myers, City Manager, reviewed the Future Agenda Items.

12. COUNCIL COMMENTS

Councilmember Musselman wished everyone a Merry Christmas. He also reviewed the process for signing up to receive the Agenda Packets. He also spoke regarding the American Rescue Funds, Executive Orders, and STR.

Mayor Kiehne spoke regarding the local play “Scrooge” and wished everyone Merry Christmas.

13. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to adjourn the Monday, December 20, 2021, City Council Regular Meeting at 7:01 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Charlie Kiehne
Mayor

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: December 29, 2021

TO: Mayor and City Council

FROM: Clinton Bailey, P.E., Assistant City Manager/Director of Public Works and Utilities

SUBJECT: Revised Golf Course Fees

Summary:

This item is for the introduction and first reading of an ordinance of the City Council of Fredericksburg, amending Section 24.100 of Appendix A, Fee Schedule of the Code of Ordinances, to amend the fees for the use of Lady Bird Johnson Municipal Golf Course.

Recommendation:

Staff recommends approval of the proposed amended ordinance.

Background / Analysis:

I am writing to ask that you review and distribute the attached proposed rate schedule to take effect on April 1, 2022. Golf course fees have not increased since shortly after Touchstone Golf took over operation of Lady Bird Johnson Golf Course in early 2018. Since then, course conditions have continued to improve and the major \$250,000 bunker renovation project has been completed.

The cost of materials to maintain the golf course including sand, fertilizer, chemicals and fuel has increased dramatically over the past several years and a pricing adjustment is being proposed to cover the current cost of maintaining the golf course operation.

A "red-line" version of the proposed amended golf course fee ordinance is attached. The rates set out in the proposed amended ordinance will be effective April 1, 2022.

The City of Fredericksburg

Representatives from Touchstone Golf will present this item to the City Council and will be available to address any questions from the Council.

Attachments:

Amended Golf Course Fee Ordinance



Department Approval



City Manager Approval

City Attorney Approval

ORDINANCE NO. 2022-01

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

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

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

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

All fees and rates are plus applicable sales tax.

(a) GUEST RATES FOR RESIDENTS OF GILLESPIE COUNTY.

Available to book seven days in advance.

Weekday 18 Holes - Green Fee - ~~\$2730.00~~/Cart fee - ~~\$1415.00~~ = ~~\$4145.00~~

Weekend 18 Holes - Green Fee - ~~\$3335.00~~/Cart fee - ~~\$1415.00~~ = ~~\$4750.00~~

Weekday 9 Holes - Green Fee - ~~\$19.50~~~~21.00~~/Cart fee - ~~\$7.50~~~~9.00~~ = ~~\$2730.00~~

Weekend 9 Holes - Green Fee - ~~\$22.50~~~~24.00~~/Cart fee - ~~\$7.50~~~~9.00~~ = ~~\$3033.00~~

Twilight Rate - Green Fee - ~~\$1822.00~~/Cart fee - ~~\$1415.00~~ = ~~\$3237.00~~ - Monday thru Thursday

Twilight Rate - Green Fee - ~~\$2227.00~~/Cart fee - ~~\$1415.00~~ = ~~\$3642.00~~ - Friday thru Sunday

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

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

Weekday 18 Holes - Green Fee - ~~\$4244.00~~/Cart fee - ~~\$1415.00~~ = ~~\$5659.00~~

Weekend 18 Holes - Green Fee - ~~\$4850.00~~/Cart fee - ~~\$1415.00~~ = ~~\$6265.00~~

Weekday 9 Holes - Green Fee - ~~\$2325.00~~/Cart fee - ~~\$7.50~~~~9.00~~ = ~~\$30.50~~~~34.00~~

Weekend 9 Holes - Green Fee - ~~\$2628.00~~/Cart fee - ~~\$7.50~~~~9.00~~ = ~~\$33.50~~~~37.00~~

Twilight Rate - Green Fee - ~~\$2830.00~~/Cart fee - ~~\$1415.00~~ = ~~\$4245.00~~ - Monday thru Thursday

Twilight Rate - Green Fee - ~~\$3335.00~~/Cart fee - ~~\$1415.00~~ = ~~\$4750.00~~ - Friday thru Sunday

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

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

For residents of Gillespie County - Green Fee - ~~\$2225.00~~/Cart fee - ~~\$1415.00~~ = ~~\$3640.00~~

For non-residents of Gillespie County - Green Fee - ~~\$3739.00~~/Cart fee - ~~\$1415.00~~ = ~~\$5154.00~~

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

Weekday 18 holes - Green Fee - ~~\$12.50~~18.00/Cart fee - ~~\$14~~15.00 = ~~\$26.50~~33.00

Weekend 18 holes - Green Fee - ~~\$21.25~~23.00/Cart fee - ~~\$14~~15.00 = ~~\$35.25~~38.00

Weekday 9 Holes - Green Fee - ~~\$8.50~~10.00/Cart fee - ~~\$7.50~~9.00 = ~~\$16~~19.00

Weekend 9 Holes - Green Fee - ~~\$12.50~~15.00/Cart fee - ~~\$7.50~~9.00 = ~~\$20~~24.00

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

Weekday 18 holes - Green Fee - ~~\$21~~23.00/Cart fee - ~~\$14~~15.00 = ~~\$35~~38.00

Weekend 18 holes - Green Fee - ~~\$24~~25.00/Cart fee - ~~\$14~~15.00 = ~~\$38~~40.00

Weekday 9 Holes - Green Fee - ~~\$11.50~~18.00/Cart fee - ~~\$7.50~~9.00 = ~~\$19~~27.00

Weekend 9 Holes - Green Fee - ~~\$13~~17.00/Cart fee - ~~\$7.50~~9.00 = ~~\$20.50~~26.00

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

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

Residents of Gillespie County and Non-Residents - Green Fee - \$15.00/Cart fee - ~~\$14~~15.00 = ~~\$29~~30.00

Members - Green Fee - \$0.00/Cart fee - ~~\$14~~15.00 = ~~\$14~~15.00

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

The following Membership Package rates are effective from ~~March 4, 2019~~April 1, 2022 through March 31, ~~2020~~2023. Thereafter, Membership Packages shall be effective from April 1 to March 31 of each calendar year. Purchasers of Membership Packages may choose among the following options for each package year.

(1)	ANNUAL MEMBERSHIP SINGLE	ANNUAL MEMBERSHIP FAMILY
	\$ 149 <u>158.00</u> Monthly	\$ 239 <u>252.00</u> Monthly
	No green fees/unlimited golf	No green fees/unlimited golf
(2)	SEASONAL MEMBERSHIP SINGLE	SEASONAL MEMBERSHIP FAMILY
	\$ 179 <u>189.00</u> Monthly	\$ 269 <u>285.00</u> Monthly
	No green fees/unlimited golf	No green fees/unlimited golf
(3)	ANNUAL PRE-PAY SINGLE	ANNUAL PRE-PAY FAMILY
	\$ 1,609 <u>1,706.00</u>	\$ 2,581 <u>2,721.00</u>

	No green fees/unlimited golf	No green fees/unlimited golf
(4)	OPTIONAL UNLIMITED CARTS SINGLE (ANNUAL OR SEASONAL)	OPTIONAL UNLIMITED CARTS FAMILY (ANNUAL OR SEASONAL)
	\$100 125.00 Monthly	\$ 475 200.00 Monthly

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

(i) LADY BIRD PLAYERS CLUB CARD.

The General Manager for the Lady Bird Johnson Municipal Golf Course shall have the authority to make available for sale, and to change the sales price of, an annual “Players Club” Card. Holders of said Card will receive a rate to be shown lower than the published rack rate, but never at or below the Guest Rates for Residents of Gillespie County. The sales price of said Card on ~~March 4, 2019~~ April 1, 2022 is \$~~59~~99.00. All cards are valid for the calendar year.

(j) PRACTICE BALLS.

Small bucket - \$ ~~5~~6.00

~~Large~~ Medium bucket - \$ ~~7~~8.00

~~Extra~~ Large bucket - \$ ~~10~~12.00

(k) TOURNAMENTS, GROUP RATES AND DYNAMIC PRICING.

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

The rates set out above will be effective ~~March 4, 2019~~ April 1, 2022, except as specifically set forth above.

{End of code text}

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

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

this ordinance are hereby repealed.

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

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: December 10, 2021
TO: Mayor and City Council
FROM: Brian Vorauer, Patrol Lieutenant
SUBJECT: Noise and Sound Level Regulation

Summary:

This agenda item is a revision of the current City of Fredericksburg Article VI. Noise and Sound Level Regulation Section 20-208 through Section 20-211. The City Attorney and the Fredericksburg Police Department worked together to revise the current ordinance language and suggest two distances in which the noise or sound is measured in residential areas.

Recommendation:

It is recommended that the City Council review and approve the revised Article VI. Noise and Sound Level Regulation Section 20-208 through Section 20-211 with measurements of sound taken in non-residential areas, and in no event less than **25 or 10** feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs).

Background / Analysis:

The Noise and Sound Level Regulation was adopted November 19, 2012. Changes to the 2012 ordinance were made in 2017 and the current version was adopted May 15, 2017. The current ordinance is over four years old and needs to be updated to correct language, remove subjective language, and adjust the distance in which the noise or sound is measured in residential areas. Due to an increase in noise and sound complaints in residential areas city staff reviewed the complainants and determined that the Noise and Sound Level Regulation needed to be revised. From April 23 – December 12, 2021, the Fredericksburg

The City of Fredericksburg

Police Department received 172 calls for noise ordinance violations. The 172 calls are spread throughout the city and cover noise complaints from talking to loud, barking dogs, and amplified sound. A breakdown of these calls and a map of the call locations are attached for reference. For the last two months the police department measured decibel levels in various noise and sound scenarios and documented those findings in the attached document. Decibel levels measurements were taken with a police department issued decibel meter.

Attachments:

Noise and Sound Ordinance Breakdown

Noise Complaint Map

Noise and Sound Ordinance Scenarios

Redline edit of the current Article VI. Noise and Sound Level Regulation.

Clean edit of the proposed Article VI. Noise and Sound Level Regulation with the 25 or 10 feet option highlighted.



Department Approval



City Manager Approval

City Attorney Approval

The City of Fredericksburg



Noise and Sound Ordinance Breakdown

April 23 - December 12, 202

Breakdown	Count
Unfounded	40
Under dB level	19
Barking Dog	17
Under dB level - STR	15
Amplified Sound	14
Amplified Sound - STR	10
Unfounded - Apartment	7
Unfounded - STR	6
Talking	6
Vehicle	5
Venue	5
Under dB level Amplified - STR	2
Apartment	2
Hotel	2
Outside City Limit	2
City Park Amplified Sound	2
Over dB level Amplified Sound	1
Over dB level Amplified - STR	1
Over dB level Talking - STR	1
Over dB level Commercial	1
Talking - STR	1
Animals	1
Construction	1
Lawn Equipment	1



Noise and Sound Ordinance Scenarios

April 23 - December 12, 2021

Residential Ambient Noise	7:00 PM	43 dB
	10:00 PM	38 dB
Meetings / Staff Meetings		55-65 dB
Citizen Conversation before city council meeting	At Source	55 dB
Citizen Conversation during city council meeting executive session	At Source	60 dB
Amplified Vehicle Speaker Line of Sight	At Source	85 dB
	25 Feet	65 dB
	50 feet	61 dB
	At Source	75 dB
	25 feet	64 dB
	50 feet	60 dB
Amplified Bluetooth Speaker Line of Sight	At Source	85 dB
	10 feet	65 dB
	25 feet	60 dB
	50 feet	55 dB
Amplified Bluetooth Speaker Privacy Fence	At Source	85 dB
	10 feet	60 dB
	25 feet	53 dB
	50 feet	50 dB
Amplified Bluetooth Speaker Line of Sight	At Source	55 dB
	10 feet	47 dB
	25 feet	45 dB
Amplified Bluetooth Speaker Privacy Fence	At Source	57 dB
	10 feet	44 dB
	25 feet	44 dB

ARTICLE VI. NOISE AND SOUND LEVEL REGULATION¹

Sec. 20-208. Prohibitions.

Sounds exceeding, or not complying with, the following under the conditions and measurement criteria set forth in this chapter shall be unlawful and no Responsible Party shall make, assist in making, permit, continue or cause to be made or continued such sounds in any Zoning area except as defined in this Article.

- (a) Sound levels shall not exceed the following:
 - (1) Eight-five db(A) during Daytime Hours; or
 - (2) Seventy-five db(A) during Evening Hours Commercial or Evening Hours Residential as applicable; or
 - (3) Sixty-five db(A) during Nighttime Hours Commercial.
 - (4) Fifty-five db(A) Nighttime Hours Residential.
- (b) Outdoor Amplified sound is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day in residentially zoned properties (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (c) The pouring of a slab, demolishing a building, or utilizing any yard tools, mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device, commercial or industrial power tools is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs) or commercially zoned property (C-1, C-2, CBD or related PUDs) on any day without first having obtained a permit issued in accordance with section 20-211 below for such work.
- (d) Knowingly making, ~~assisting in making, permitting, continuing,~~ or causing to be made, ~~or continued of~~ any unreasonable sound ~~that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others~~ is prohibited on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs). In determining whether a sound is unreasonable, the following factors shall be considered as applicable to the circumstances:
 - 1. ~~That the sound is loud, unnecessary, or unusual;~~
 - 2. That the sound occurs between the hours of Midnight 10:00 p.m. and 7:00 a.m.;
 - 3. ~~2.~~ That the sound is not compatible with the normal activity of the area in which the property is located at that time of day;
 - 4. ~~3.~~ That the sound created at a location where the sound emanates is due to an excessive number of people for that time of day;
 - 5. ~~4.~~ ~~That the sound is recurrent, intermittent, or constant;~~
 - 6. ~~5.~~ ~~That the volume and intensity of the sound is excessive;~~
 - 7. ~~6.~~ That the sound has been enhanced in volume or range by any type of electronic, mechanical or other means, ~~and is operated with louder volume than is necessary for convenient hearing of~~

persons who are in the vehicle, or within the property or premises, from which such sound originates and who are voluntary listeners thereto; and

~~5.8. That the sound is subject to being controlled without unreasonable effort or expense to the creator thereof;~~

~~9.~~ That the sound is plainly audible or physically detectable at a distance defined in section 20-210(b) below.

Prior to issuance of a complaint the City Police Department and or Municipal Court Prosecutor may require a written complaint from anyone complaining of an excessive noise under this subsection (d).

Upon receipt of a prior notice or warning, verbal or otherwise, from a peace officer or a code enforcement officer of the City of Fredericksburg, it shall be presumed that the person has knowledge that the sound is unreasonable.

- (e) The use of any motor vehicle so that it creates any loud and unreasonable or unusual sound which is heard above all other vehicles at a distance of 50 feet from the vehicle is prohibited.
- (f) The making ~~of, assisting in making, permitting, continuing, or~~ causing to be made, ~~or continued, or permitting the continuance of any~~ Amplified Sound from a motor vehicle on a public roadway that is plainly audible from a distance of 50 feet from the vehicle on abutting streets of, or properties which are zoned PF, R-1, R-2, R-3, R-4, R-5, Rural Residential, C-1, C-2, CBD or related PUDs is prohibited.
- (g) The operation of an engine of any motor vehicle as defined by the Texas Transportation Code so as to "brake" or slow the same through the use of gears (commonly known as "jake braking") or by any other method which produces any noise in addition to the normal operating engine noise is prohibited.
- (h) The operation of or allowing of an engine of any sort of motor vehicle, except emergency equipment at any location or vehicles then located at a permitted public event or parade, to idle for more than one hour is prohibited.
- (i) Reserved.
- (j) The acts enumerated in the foregoing subsections of this ~~chapterSection,~~ among others, are declared to be loud, disturbing, and unnecessary noises and nuisances in violation of this ~~chapterArticle.~~

(Ord. No. 27-006, 5-15-2017)

Sec. 20-209. Noisy animals and birds.

- (a) The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, ~~injures, or endangers the comfort, repose, health, the~~ peace, ~~or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof~~ is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is otherwise within the permissible levels specified in section 20-208(a) above.
- (b) ~~The fact that a~~ ~~In any prosecution for a violation of this section, the fact that any~~ loud animal ~~or bird sound or~~ noise which disturbs ~~ed the peace~~ ~~any person,~~ and which occurs in residential areas (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs) ~~either:~~
 - ~~(1)~~ during Nighttime Hours Residential; or
 - ~~(2)~~ when none of the residents ~~who reside at~~ of the place where the animal or bird is being kept are at home, shall create a rebuttable presumption that such ~~sound or noise is unreasonable and was~~ in violation of this ~~a~~Article.

-
- (c) In any prosecution for a violation of this section, the fact that any animal or bird has been allowed or permitted to persistently and chronically violate this section, as demonstrated by the issuance of two or more citations within a six month period shall create a rebuttable presumption that such noise was in violation of this article.

(Ord. No. 27-006, 5-15-2017)

Sec. 20-210. Method of sound measurement.

- (a) Whenever portions of this chapter prohibit sound over a certain decibel limit, measurement shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American Standards Association or better. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of the meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Traffic, aircraft, and other transportation noise shall not be considered in taking measurements except where such background noise interferes with the noise being measured and cannot reasonably be distinguished from the primary noise. Measurements will be made for a duration of no less than 30 seconds. Violations will be based on the highest registered reading within such time period which is attained more than one time in said time period or sustained.
- (b) Measurements of sound shall be taken from either:
- (1) the property line of the property from which the sound originates, but in no event less than 50 feet from the sound source ~~(when the re the sound is generated in non-residential areas, and in no event less than 25 or 10 feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs))~~, and all measurements shall be taken toward the source of the sound; ~~or~~
 - (2) the property line nearest the sound source of a property occupied by a person who reports a violation of this ~~Chapter Article to the City,~~ but in no event less than 50 feet from the sound source when the sound is generated in non-residential areas, and in no event less than 25 or 10 feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs), and all measurements shall be taken toward the source of the sound ~~but in no event less than 50 feet from the sound source (where the sound is generated);~~ or
 - (3) a minimum of 50 feet from the sound source in the event the sound violation originates from a source where property lines are not applicable.

(Ord. No. 27-006, 5-15-2017)

Sec. 20-211. Permit for construction or use of tools, equipment.

- (c) Shall be obtained by making application to the City ~~Police Department~~ Building Department or other person or department of the City so designated by the City Manager.

ARTICLE VI. NOISE AND SOUND LEVEL REGULATION¹

Sec. 20-208. Prohibitions.

Sounds exceeding, or not complying with, the following under the conditions and measurement criteria set forth in this chapter shall be unlawful and no Responsible Party shall make, assist in making, permit, continue or cause to be made or continued such sounds in any Zoning area except as defined in this Article.

- (a) Sound levels shall not exceed the following:
 - (1) Eight-five db(A) during Daytime Hours; or
 - (2) Seventy-five db(A) during Evening Hours Commercial or Evening Hours Residential as applicable; or
 - (3) Sixty-five db(A) during Nighttime Hours Commercial.
 - (4) Fifty-five db(A) Nighttime Hours Residential.
- (b) Outdoor Amplified sound is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day in residentially zoned properties (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (c) The pouring of a slab, demolishing a building, or utilizing any yard tools, mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device, commercial or industrial power tools is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs) or commercially zoned property (C-1, C-2, CBD or related PUDs) on any day without first having obtained a permit issued in accordance with section 20-211 below for such work.
- (d) Knowingly making, or causing to be made, any unreasonable sound is prohibited on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs). In determining whether a sound is unreasonable, the following factors shall be considered as applicable to the circumstances:
 - 1. That the sound occurs between the hours of 10:00 p.m. and 7:00 a.m.;
 - 2. That the sound is not compatible with the normal activity of the area in which the property is located at that time of day;
 - 3. That the sound created at a location where the sound emanates is due to an excessive number of people for that time of day;
 - 4. That the sound has been enhanced in volume or range by any type of electronic, mechanical or other means; and
 - 5. That the sound is plainly audible or physically detectable at a distance defined in section 20-210(b) below.

Prior to issuance of a complaint the City Police Department and or Municipal Court Prosecutor may require a written complaint from anyone complaining of an excessive noise under this subsection (d).

Upon receipt of a prior notice or warning, verbal or otherwise, from a peace officer or a code enforcement officer of the City of Fredericksburg, it shall be presumed that the person has knowledge that the sound is unreasonable.

- (e) The use of any motor vehicle so that it creates any loud and unreasonable or unusual sound which is heard above all other vehicles at a distance of 50 feet from the vehicle is prohibited.
- (f) The making of or causing to be made, any Amplified Sound from a motor vehicle on a public roadway that is plainly audible from a distance of 50 feet from the vehicle on abutting streets of, or properties which are zoned PF, R-1, R-2, R-3, R-4, R-5, Rural Residential, C-1, C-2, CBD or related PUDs is prohibited.
- (g) The operation of an engine of any motor vehicle as defined by the Texas Transportation Code so as to "brake" or slow the same through the use of gears (commonly known as "jake braking") or by any other method which produces any noise in addition to the normal operating engine noise is prohibited.
- (h) The operation of or allowing of an engine of any sort of motor vehicle, except emergency equipment at any location or vehicles then located at a permitted public event or parade, to idle for more than one hour is prohibited.
- (i) Reserved.
- (j) The acts enumerated in the foregoing subsections of this Section, are declared to be loud, disturbing, and unnecessary noises and nuisances in violation of this Article.

(Ord. No. 27-006, 5-15-2017)

Sec. 20-209. Noisy animals and birds.

- (a) The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs the peace is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is otherwise within the permissible levels specified in section 20-208(a) above.
- (b) The fact that any animal or bird sound or noise which disturbs the peace, and which occurs in residential areas (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs) during Nighttime Hours Residential or when none of the residents of the place where the animal or bird is being kept are at home, shall create a rebuttable presumption that such sound or noise is unreasonable and in violation of this Article.
- (c) In any prosecution for a violation of this section, the fact that any animal or bird has been allowed or permitted to persistently and chronically violate this section, as demonstrated by the issuance of two or more citations within a six month period shall create a rebuttable presumption that such noise was in violation of this article.

(Ord. No. 27-006, 5-15-2017)

Sec. 20-210. Method of sound measurement.

- (a) Whenever portions of this chapter prohibit sound over a certain decibel limit, measurement shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American Standards Association or better. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of the meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Traffic, aircraft, and other transportation noise shall not be considered in taking measurements except where such background noise interferes with the noise being measured and cannot reasonably be distinguished from the primary noise. Measurements will be made for a duration of no less than 30 seconds. Violations will

be based on the highest registered reading within such time period which is attained more than one time in said time period or sustained.

- (b) Measurements of sound shall be taken from either:
- (1) the property line of the property from which the sound originates, but in no event less than 50 feet from the sound source when the sound is generated in non-residential areas, and in no event less than **25 or 10** feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs), and all measurements shall be taken toward the source of the sound; or
 - (2) the property line nearest the sound source of a property occupied by a person who reports a violation of this Article, but in no event less than 50 feet from the sound source when the sound is generated in non-residential areas, and in no event less than **25 or 10** feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs), and all measurements shall be taken toward the source of the sound; or
 - (3) a minimum of 50 feet from the sound source in the event the sound violation originates from a source where property lines are not applicable.

(Ord. No. 27-006, 5-15-2017)

Sec. 20-211. Permit for construction or use of tools, equipment.

- (c) Shall be obtained by making application to the City Building Department or other person or department of the City so designated by the City Manager.

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE VI. - NOISE AND SOUND LEVEL REGULATION, OF CHAPTER 20 OF THE CODE OF ORDINANCES, BY MAKING REVISIONS FOR CLARITY, BY ESTABLISHING DIFFERENT DISTANCES FOR MEASUREMENTS OF SOUND IN RESIDENTIAL ZONING DISTRICTS, AND BY REPEALING THE SUNSET PROVISION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That Section 20-208, entitled “Prohibitions”, of Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, is hereby amended to read as follows:

Sec. 20-208. Prohibitions.

Sounds exceeding, or not complying with, the following under the conditions and measurement criteria set forth in this chapter shall be unlawful and no Responsible Party shall make, assist in making, permit, continue or cause to be made or continued such sounds in any Zoning area except as defined in this Article.

- (a) Sound levels shall not exceed the following:
 - (1) Eight-five db(A) during Daytime Hours; or
 - (2) Seventy-five db(A) during Evening Hours Commercial or Evening Hours Residential as applicable; or
 - (3) Sixty-five db(A) during Nighttime Hours Commercial.
 - (4) Fifty-five db(A) Nighttime Hours Residential.
- (b) Outdoor Amplified sound is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day in residentially zoned properties (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (c) The pouring of a slab, demolishing a building, or utilizing any yard tools, mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device, commercial or industrial power tools is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs) or commercially zoned property (C-1, C-2, CBD or related PUDs) on any day without first having obtained a permit issued in accordance with section 20-211 below for such work.
- (d) Knowingly making, or causing to be made, any unreasonable sound is prohibited on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs). In determining whether a sound is unreasonable, the following factors shall be considered as applicable to the circumstances:
 - 1. That the sound occurs between the hours of 10:00 p.m. and 7:00 a.m.;
 - 2. That the sound is not compatible with the normal activity of the area in which the property is located at that time of day;
 - 3. That the sound created at a location where the sound emanates is due to an excessive number of people for that time of day;
 - 4. That the sound has been enhanced in volume or range by any type of electronic, mechanical or other means; and

5. That the sound is plainly audible or physically detectable at a distance defined in section 20-210(b) below.

Prior to issuance of a complaint the City Police Department and or Municipal Court Prosecutor may require a written complaint from anyone complaining of an excessive noise under this subsection (d).

Upon receipt of a prior notice or warning, verbal or otherwise, from a peace officer or a code enforcement officer of the City of Fredericksburg, it shall be presumed that the person has knowledge that the sound is unreasonable.

- (e) The use of any motor vehicle so that it creates any loud and unreasonable or unusual sound which is heard above all other vehicles at a distance of 50 feet from the vehicle is prohibited.
- (f) The making of or causing to be made, any Amplified Sound from a motor vehicle on a public roadway that is plainly audible from a distance of 50 feet from the vehicle on abutting streets of, or properties which are zoned PF, R-1, R-2, R-3, R-4, R-5, Rural Residential, C-1, C-2, CBD or related PUDs is prohibited.
- (g) The operation of an engine of any motor vehicle as defined by the Texas Transportation Code so as to "brake" or slow the same through the use of gears (commonly known as "jake braking") or by any other method which produces any noise in addition to the normal operating engine noise is prohibited.
- (h) The operation of or allowing of an engine of any sort of motor vehicle, except emergency equipment at any location or vehicles then located at a permitted public event or parade, to idle for more than one hour is prohibited.
- (i) Reserved.
- (j) The acts enumerated in the foregoing subsections of this Section are declared to be loud, disturbing, and unnecessary noises and nuisances in violation of this Article.

{End of code text}

Section 2. That Section 20-209, entitled "Noisy animals and birds", of Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, is hereby amended to read as follows:

Sec. 20-209. Noisy animals and birds.

- (a) The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs the peace is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is otherwise within the permissible levels specified in section 20-208(a) above.
- (b) The fact that any animal or bird sound or noise which disturbs the peace, and which occurs in residential areas (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs) during Nighttime Hours Residential or when none of the residents of the place where the animal or bird is being kept are at home, shall create a rebuttable presumption that such sound or noise is unreasonable and in violation of this Article.
- (c) In any prosecution for a violation of this Section, the fact that any animal or bird has been allowed or permitted to persistently and chronically violate this section, as demonstrated by the issuance of two or more citations within a six month period shall create a rebuttable presumption that such noise was in violation of this Article.

{End of code text}

Section 3. That Section 20-210, entitled "Method of sound measurement", of Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, is hereby amended to read as follows:

Sec. 20-210. Method of sound measurement.

- (a) Whenever portions of this chapter prohibit sound over a certain decibel limit, measurement shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American Standards Association or better. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of the meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Traffic, aircraft, and other transportation noise shall not be considered in taking measurements except where such background noise interferes with the noise being measured and cannot reasonably be distinguished from the primary noise. Measurements will be made for a duration of no less than 30 seconds. Violations will be based on the highest registered reading within such time period which is attained more than one time in said time period or sustained.
- (b) Measurements of sound shall be taken from either:
- (1) the property line of the property from which the sound originates, but in no event less than 50 feet from the sound source when the sound is generated in non-residential areas, and in no event less than **25 or 10** feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs), and all measurements shall be taken toward the source of the sound; or
 - (2) the property line nearest the sound source of a property occupied by a person who reports a violation of this Article, but in no event less than 50 feet from the sound source when the sound is generated in non-residential areas, and in no event less than **25 or 10** feet from the sound source when the sound is generated in a residential zoned area (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs), and all measurements shall be taken toward the source of the sound; or
 - (3) a minimum of 50 feet from the sound source in the event the sound violation originates from a source where property lines are not applicable.

{End of code text}

Section 4. That Subsection 20-211(c), of Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, is hereby amended to read as follows:

Sec. 20-211. Permit for construction or use of tools, equipment.

- (c) Shall be obtained by making application to the City Building Department or other person or department of the City so designated by the City Manager.

{End of code text}

Section 5. That Section 20-214, entitled "Sunset", of Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, is hereby repealed and deleted in its entirety.

Section 6. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 7. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective on and after the day of its passage

and publication.

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

Charlie Kiehne, Mayor

City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: 12-22-2021

TO: Mayor and City Council

FROM: Lynn Bizzell

SUBJECT: Fredericksburg Fire EMS Contract Billing.

Summary:

Fredericksburg Fire EMS currently performs in house billing of all EMS responses that meet our billing regulations. Due to the increased call volume and the stringent regulation of Insurance companies, Medicare and Medicaid. The staff has researched different EMS billing options. The volume of billing has reached a point that one person cannot keep up with the workload. Instead of hiring additional personnel to keep up the demand staff has researched additional options to perform the task. After speaking with other EMS Services and visiting with contract billing companies, staff would like to propose contracting the service to a third party. The contract service will perform our billing to customers for a percentage of revenue collected. Contracting our EMS billing will prevent us from hiring additional personnel and attending workshops and conferences that are required to keep up with the changing requirements for EMS services and billing requirements. We will continue to provide information and collect information for the contract service from our staff.

Recommendation:

Staff recommends contracting with Emergicon for Fredericksburg Fire EMS Medical billing.

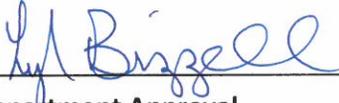
Background / Analysis:

The City of Fredericksburg

During a December City Council meeting staff presented a presentation on the details of our proposal with a representative from Emergicon.

Attachments:

Proposal attached.



Department Approval



City Manager Approval

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, ~~2021~~2022, by and between Emergicon, LLC, a Texas limited liability corporation ("Emergicon"), and City of Fredericksburg, a Texas municipality, ("Client").

RECITALS

~~WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal agreements between and among local governments; and~~

~~WHEREAS, Emergicon has a contract with [City of Coppell] awarded under Request for Proposals [RFP #182 Ambulance Debt Collections].~~

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others; and

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations; and

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

- a. Provide Client with instructions for the submission of Required

Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to

Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician

Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not

unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do

business, or is excluded from any state or federal health care program.

- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

- d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

- e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

- a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

- b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account

in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

j. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend

Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or

partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

<u>Emergicon:</u>	<u>[Client]:</u>
Emergicon, LLC.	City of Fredericksburg
PO Box 180446	126 W. Main Street
Dallas, TX 75218	Fredericksburg, TX 78624
Phone: (972)-602-2060	Phone: (830)- 997-7521
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house

billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Dallas County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2022, by and between Emergicon, LLC, a Texas limited liability corporation (“Emergicon”), and City of Fredericksburg, a Texas municipality (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others; and

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations; and

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

- a. Provide Client with instructions for the submission of Required

Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to

Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician

Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not

unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do

business, or is excluded from any state or federal health care program.

- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account

in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

j. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend

Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or

partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

<u>Emergicon:</u>	<u>[Client]:</u>
Emergicon, LLC.	City of Fredericksburg
PO Box 180446	126 W. Main Street
Dallas, TX 75218	Fredericksburg, TX 78624
Phone: (972-602-2060)	Phone: (830)- 997-7521
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house

billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Dallas County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of

**Business Associate Agreement
Between
City of Fredericksburg, Texas
and Emergicon, LLC**

This Business Associate Agreement (“Agreement”) between City of Fredericksburg, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Fredericksburg, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to City of Fredericksburg, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of Fredericksburg, Texas without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to City of Fredericksburg, Texas and to an individual who has a right of access in a manner that satisfies City of Fredericksburg, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by City of Fredericksburg, Texas, or take other measures necessary to satisfy City of Fredericksburg, Texas's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to City of Fredericksburg, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Fredericksburg, Texas's obligations under 45 CFR §164.528;
8. To the extent that Emergicon, LLC is to carry out any of City of Fredericksburg, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Fredericksburg, Texas when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Fredericksburg, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of Fredericksburg, Texas's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if City of Fredericksburg, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Fredericksburg, Texas has agreed to or is required to abide by under 45 CFR §164.522; and
11. If City of Fredericksburg, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of Fredericksburg, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Fredericksburg, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Fredericksburg, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Fredericksburg, Texas of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Fredericksburg, Texas of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Fredericksburg, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Fredericksburg, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Fredericksburg, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Fredericksburg, Texas.

D. Termination

1. City of Fredericksburg, Texas may terminate this Agreement if City of Fredericksburg, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Fredericksburg, Texas or destroy all PHI received from City of Fredericksburg, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of Fredericksburg, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2021

Emergicon, L.L.C.

City of Fredericksburg, Texas

Signature: _____

Signature: _____



CITY COUNCIL MEMO

DATE: for Jan 3, 2021 Meeting
TO: Mayor and Councilmembers
FROM: Daniel Jones, City Attorney
SUBJECT: Revised City Council rules of procedure

Summary: A revised copy of City Council rules of procedure has been prepared, with changes to the meeting decorum section (Section 12).

Recommendation: Motion to approve and adopt proposed changes to the City Council rules of procedure, as presented.

Background / Analysis: The Texas Open Meetings Act was amended in 2019 to create a right for the public to make comments at City Council meetings. The Act includes the right for the public to criticize the governing body for any City act, omission, policy, program, or service, provided that the criticism is not otherwise prohibited by law. The proposed decorum section, set forth in Section 12 of the City Council rules of procedure, is written to comply with the Texas Open Meetings Act as amended in 2019, while still providing for the orderly conduct of City council meetings.

Attachments: draft of revised City Council rules of procedure

Department Approval

City Manager Approval

The City of Fredericksburg

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



City Attorney Approval

The City of Fredericksburg

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



City of Fredericksburg

City Council Rules of Procedure

Section 1 – Rules

These Rules shall govern the procedures followed by the City of Fredericksburg City Council for the conduct of Council meetings and other Council activities pursuant to state law and the City Charter.

Section 2 – Open Public Meetings Act

The Council shall comply with the provisions of the Texas Open Meetings Act in the conduct of all meetings to which said Act is applicable.

Section 3 – Executive Sessions

The Council may discuss topics in executive session, which topics are specified in state law or relate to potential or pending litigation and are subject to attorney-client privilege. The City Attorney shall inform the Council whenever any proposed discussion in executive session is not legally allowed.

No member of the City Council, employee of the City or any other person present during executive session of the City Council shall disclose to any person the content or substance of any discussion which took place during said executive session, except during discussion of this issue in open meeting immediately following the executive session.

Section 4 – Work Sessions

Special meetings designated as work sessions shall be advertised and conducted in the same manner as regular meetings. Work sessions and retreats are for the purpose of in-depth review and discussion of specified issues. Council actions shall not be taken at designated work sessions or retreats.

Section 5 – Quorum

At all meetings of the Council a majority of the Council members shall constitute a quorum for the transaction of business.

Section 6 – Attendance

Attendance via telephone conference call or video conference call – To participate in a meeting, all members of the Council shall be present, except that a meeting held by telephone conference call or video conference may be held if:

1. an emergency or public necessity exists within the meaning of Section 551.045 of the Government Code, and
2. the convening at one location of a quorum of the government body is difficult or impossible, and
3. the other requirements of Section 551.125 are met

Additionally, a member may attend a meeting via videoconference if a quorum of the government body is physically present at one location of the meeting, the proper communication equipment is available, and the other requirements of Section 551.127 of the Government Code are met.

Section 7 – Chair of the Council

The Mayor shall be the Chair of the Council and shall preside at all Council meetings. A Mayor Pro-Tem shall be selected annually at the first regular meeting of a new Council. In the absence of Mayor, the Mayor Pro-Tem shall preside. If neither the Mayor nor the Mayor Pro-Tem is present at a meeting, the presiding officer for that meeting shall be selected by a majority of the vote of those Council Members present, providing there is a quorum.

The Chair of the Council may vote on all matters coming before the Council and may offer seconds to motions.

The Chair of the Council shall state all questions coming before the Council, provide opportunity for discussion from the Council Member, and announce the decisions of the Council on all subjects. Procedural decisions shall be made by the Chair of the Council, who may request advice on such matters from the City Attorney.

Section 8 – Agenda

The City Manager shall prepare the agenda of business for all Council meetings. Topics may be added to the agenda:

1. When deemed appropriate by the City Manager
2. At the direction of the Mayor
3. As directed by at least two City Council Members

Every agenda action item must be supported by a written staff report informing the Council and staff of the issue, background and/or analysis, and recommendation and/or conclusion, unless the item is self-explanatory or unless the City Manager has waived this requirement. All written materials for the agenda shall be delivered to the City Secretary by 9 a.m. on the Wednesday preceding the Council meeting. Except for announcements, late items that the City Manager does not receive by the stated deadlines shall not be considered by the Council except upon specific authorization of the City Manager.

Agendas will be made available to the public at least 72 hours prior to regular Council Meetings, work sessions or retreats, in the following ways:

1. A copy is placed on the City website at www.fbgtx.org
2. Copies are placed on the front counter at City Hall in the Utility Cashier services area
3. A copy is posted on the main entrance bulletin board at City Hall

Section 9 – Order of Business

The Mayor may determine the order of business for a particular City Council meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council and the public. The items of business for regular Council meetings may include the following:

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Ceremonial Matters/Proclamations/Employee Recognition
5. Public Comment-Items on the Agenda: The Mayor will invite citizens to address the Council. In offering input, one should address the City Council and not the audience. All persons wishing to be heard are asked to give their names and whether or not they are a City resident. To allow the Council to complete its legislative agenda, comments should be limited to no more than 3 minutes per person. At the discretion of the Mayor, or upon vote of the Council, this time period may be lengthened or shortened. Following any public comment, the Mayor or any member of the City Council may direct staff to research the issue or concern raised by the public and report back to the Council. In addition, this concern can be added to the next Council agenda as specified in Section 8. The Council shall not deliberate or discuss issues raised in Public Comment if it was not listed on the agenda. Written comments may be submitted into the record of a Council meeting by presenting the written document to the City Secretary prior to the meeting and posted on the City website

under Agendas All written comments will be provided to the City Council prior to the meeting. If any speaker wished to provide documents to the City Council for them to have while they speak, must provide 10 copies of the documents to the City Secretary prior to the start of the meeting. Anyone only providing one copy, the City Council and Staff will not receive until the following day.

6. Consent Agenda
7. Public Hearings
8. Ordinances and Resolutions
9. Other Considerations
10. Public Comments – Items Not Listed on the Agenda
11. City Manager’s Report
12. Council Comments
13. Executive Session
14. Adjournment

Section 10 – Voting

Each Council Member shall vote on all questions put to the Council unless a conflict of interest or appearance of fairness problem requires a Council Member to excuse him/herself, and the same shall be noted in the minutes.

Section 11 – Reconsideration of Previous Vote

The City Council may at times want to reconsider a vote previously taken. In order to proceed with reconsideration, a motion should be made for reconsideration and such motion should be voted on and passed by a majority of the Council before the agenda item can be discussed or reconsidered.

Section 12 – Decorum and Debate

When a measure is presented for consideration to the Council, the Mayor shall recognize the appropriate individual to present the matter. When two or more members wish to speak, the Mayor shall name the member who is to speak first. No member of the Council shall interrupt another while speaking except to make a point of order or privilege.

Under the Texas Open Meetings Act, the City Council may not prohibit criticism of the governing body, including criticism of any act, omission, policy, procedure, program, or services, provided the criticism is not otherwise prohibited by law. Notwithstanding the previous sentence, behavior that fails to yield the floor when the speaker’s time is concluded; is not relevant to the agenda item when required; repeatedly interrupts a Council or board member; disturbs the order of the meeting; involves defamatory, threatening, abusive, vulgar or obscene language; or disrupts the Council meeting is prohibited.

All speakers are asked to be respectful and courteous to Councilmembers, staff, other speakers, and those in attendance at the meeting.

Any speaker or audience member that violates these rules of decorum or engages in disruptive behavior may be subject to removal from the meeting.

Section 13 – Questions of Parliamentary Procedure

Questions of parliamentary procedure not covered by these Rules shall be governed by the 11th Edition of Robert's Rules of Order, Newly Revised (2011 Edition)

Section 14 – Notice of Public Hearings

Notice of all public hearings to be conducted by the City Council or any of its advisory boards and commissions shall be given by publishing written notice, as required by law, ordinance or other statute, or if there is not particular requirement, then at least once in the City's official newspaper prior to the date of the hearing.

Section 15 – Adoption of Ordinances

All City ordinances will require two readings of the City Council prior to adoption. However, in certain cases the Council may elect to waive the second reading and pass the ordinance as presented. Following the first reading of the ordinance, the Council will take one of the following options:

1. The City Council will waive the second reading to the ordinance and consider adopting it as presented.
2. The City Council will proceed with the second reading of the ordinance at the subsequent City Council meeting with any revisions made by the City Council during the first reading of the ordinance.
3. The City Council will schedule a public hearing at a subsequent City Council meeting to allow public comment on the proposed ordinances prior to the second reading and adoption of the ordinance.
4. The City Council will table the ordinance and provide staff with direction on one of the following options:
 - a. Submit the ordinance to other outside organizations or committees for review and comments prior to adoption.
 - b. Refer the ordinance to the next scheduled Council retreat for further discussion.
 - c. Instruct staff to make changes to the ordinance for further discussion at the next regular City Council meeting prior to the second reading of the ordinance being scheduled.

5. The City Council will disapprove the ordinance.

Passed and approved by the City of Fredericksburg City Council July 1, 2013

Amended by the City of Fredericksburg City Council February 3, 2014

Amended by the City of Fredericksburg City Council June 4, 2018

Amended by the City of Fredericksburg City Council June 7, 2021

Amended by the City of Fredericksburg City Council December 6, 2021



CITY COUNCIL MEMO

DATE: January 3, 2022

TO: Mayor and City Council Members

FROM: Jason Lutz

SUBJECT: Z-2102 – CONSIDER THE APPROVAL OF THE FINDINGS ON THE POST OAK ROAD ANNEXATION ZONING.

Summary:

Before City Council can complete the annexation process, Council must approve findings regarding the proposed zoning classifications and future land use changes proposed by staff.

Staff is proposing zoning categories that would be consistent with the current land uses on the property to avoid creating existing non-conforming uses.

Staff is also proposing Future Land Use classifications that would also be consistent with current land uses and proposed zoning (see attached Zoning & Future land use maps).

Required Findings:

1. City Council shall make a specific finding as to whether the change is consistent with the objectives of this Ordinance and with the Comprehensive Plan
2. The property affected by the request is adequate in size and shape to facilitate those uses normally associated with the requested designation.
3. The property affected by the request does not exceed the capabilities of the infrastructure.
4. The request will have no adverse affect on any property within six hundred (600) feet of the affected property.
5. The requested change is to accommodate an appropriate land use and is consistent with other elements of the Comprehensive Plan.

The City of Fredericksburg

6. The request, together with the applicable conditions, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

Staff finds that all required findings are satisfied with the recommendations by the Planning & Zoning Commission.

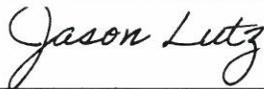
Recommendation:

P&Z held a public hearing on December 8, 2021, and recommended approval of the proposed annexation, proposed future land use changes, and the proposed zoning districts, with the following modifications:

1. That tract #2 (southeast corner of S. Bowie St. and Post Oak Rd. intersection) maintain the current Future Land Use designation of Low Density Residential (LDR) and that the proposed zoning for this tract be modified from C1 to R1.

Staff recommends approval of the required findings for the proposed zoning districts and future land use designations recommended by the Planning & Zoning Commission.

Attachments: Map of proposed annexation area, proposed Future Land Use map, and proposed Zoning categories.

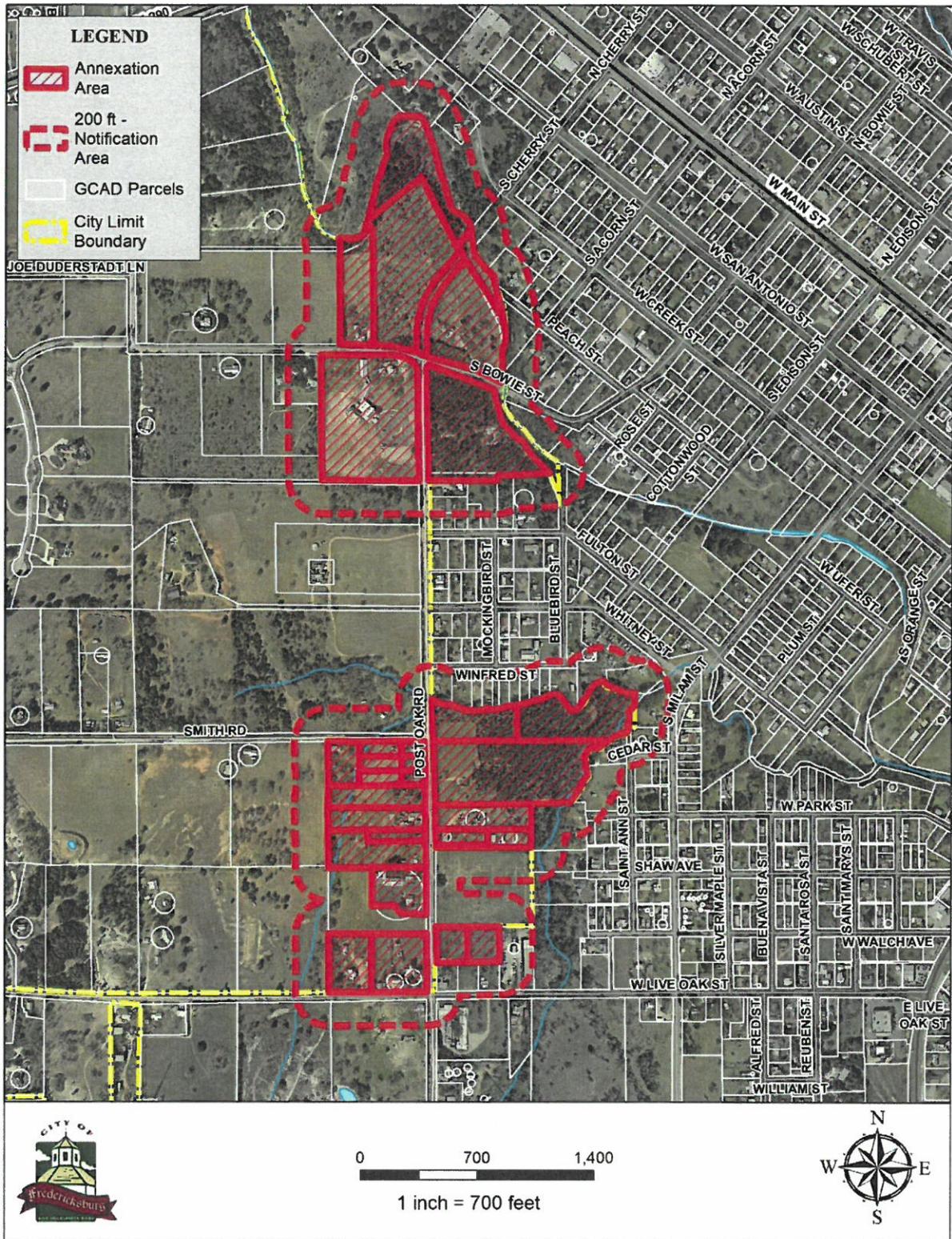


Department Approval

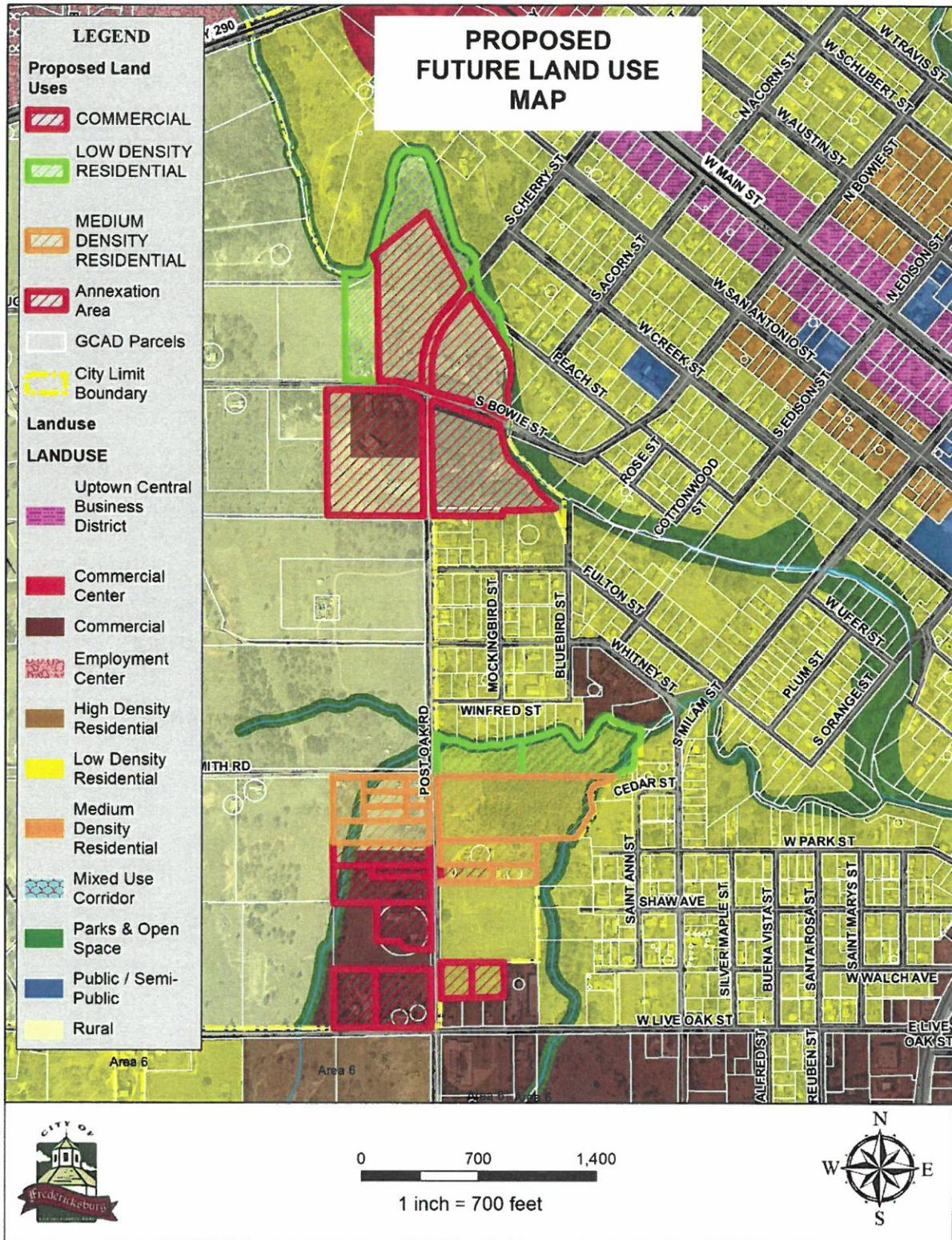


City Manager Approval

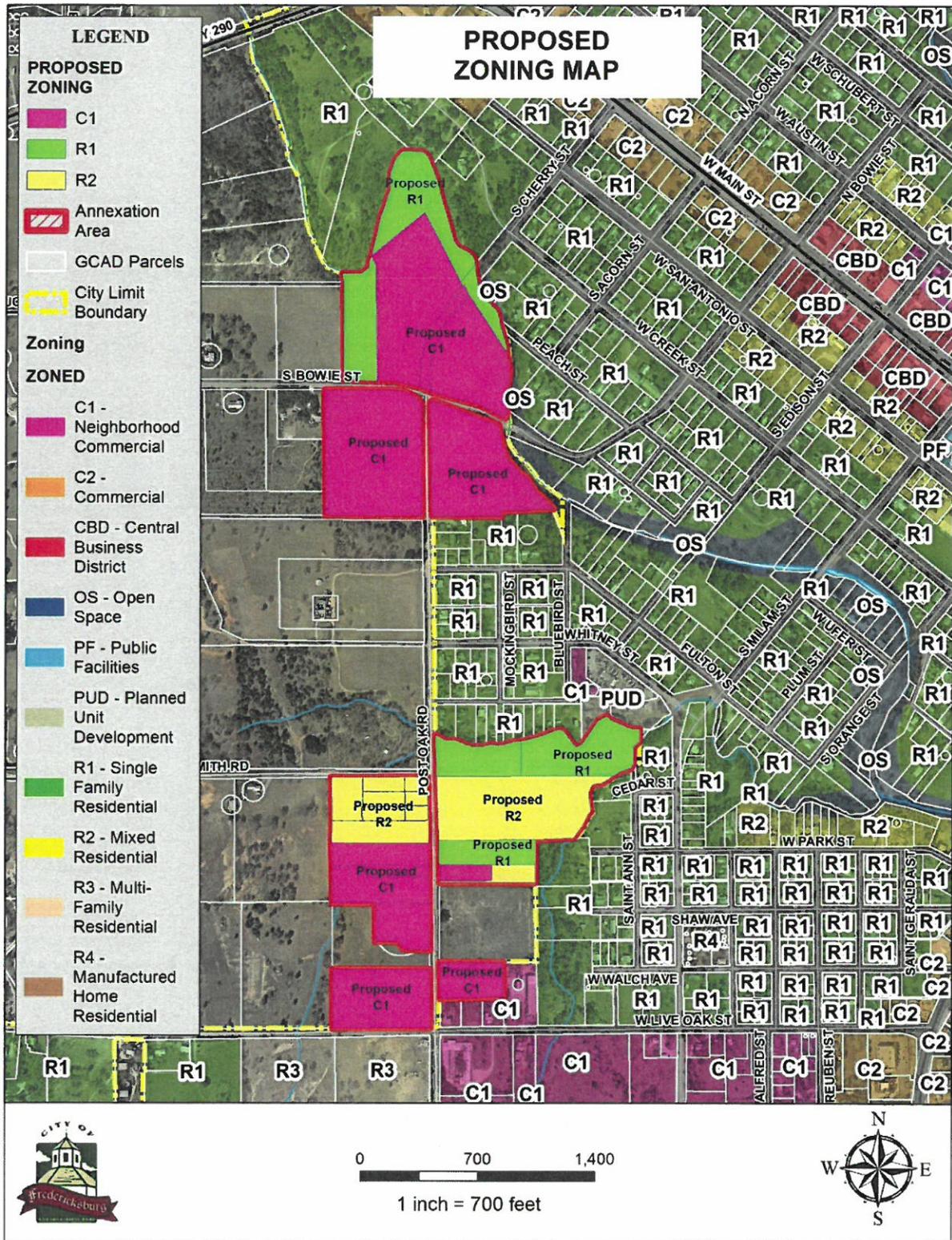
City Attorney Approval



The City of Fredericksburg

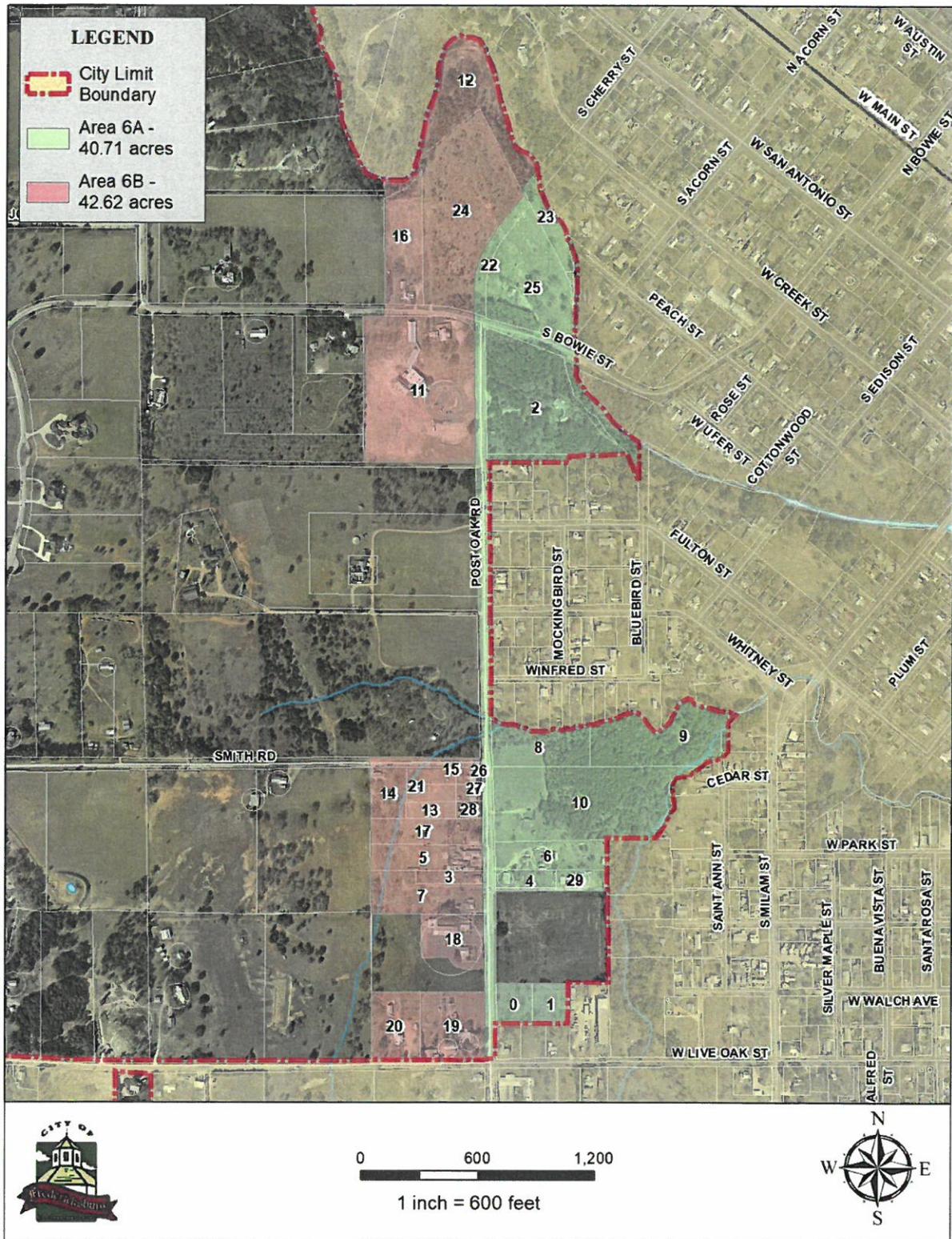


The City of Fredericksburg



Background / Analysis:

The City of Fredericksburg



The City of Fredericksburg



CITY COUNCIL MEMO

DATE: December 28, 2021

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: ARPA Funding Requests from Local Non-Profit Organizations

Summary:

The City recently received the attached six applications from local non-profit organizations for funding from the American Rescue Plan Act (ARPA). Representatives from these six agencies should attend Monday's Council meeting to present information on their requests and respond to questions from the City Council.

Recommendation:

It is recommended that the City Council consider these requests and decide if the funding requested should be approved based upon the impact that this funding will have on our community

Background / Analysis:

In May 2021 the City was informed that we were eligible to receive funding from the \$350 Billion awarded from ARPA to state and local governments by the U.S. Department of Treasury. This funding is based upon population with the City of Fredericksburg scheduled to receive a total of \$2,848,547 over a two-year period.

With this notification of funding, the City Council included discussions on use of this funding in the budget sessions held last summer. Following these discussions, the Council agreed to include funding in the FY 2022 City Budget for broadband improvements (\$1,300,000), purchase of generators for water well sites

The City of Fredericksburg

(\$653,735) and expenses for the Municipal Court to catch up on the backlog of cases caused by COVID (\$64,037).

The remaining balance of ARPA funds (\$830,775) was set aside in this year's Budget for unallocated expenses. Several months ago, the Council discussed this remaining balance of ARPA funds and agreed to solicit applications from local non-profit agencies that may qualify for this funding according to guidelines issued by the Department of Treasury. The City received a total of six applications for this funding including the following:

Frontera Healthcare Network	\$10,900
Hill Country Council on Alcohol and Drug Abuse	100,000
Hill Country Community Needs Council	100,000
Holy Ghost Lutheran Church	18,000
St. Vincent de Paul Society of St. Mary's Church	100,000
The Grace Center	100,000
TOTAL	\$428,900

We have reviewed each request according to the federal guidelines. In addition, Krista Wareham from our Finance Department, has confirmed that the proposed use of these funds by these agencies meets federal requirements. In considering these funding requests, please keep in mind that the purpose of ARPA is to "provide a substantial infusion of resources to help turn the tide of the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Funding objectives set by the Department of Treasury include the following:

- Support urgent COVID response efforts to decrease the spread of the virus and bring the pandemic under control
- Support immediate economic stabilization for households and businesses
- Address systematic public health and economic challenges that have contributed to the inequal impact of the pandemic

Attachments:

Six Applications for ARPA funding



Department Approval



City Manager Approval

City Attorney Approval

The City of Fredericksburg



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

Application window: 11/1/2021 – 11/30/2021 (submit by 5 p.m., Tuesday, November 30, 2021)

The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity: Frontera Healthcare Network	Date Organization/Entity Founded: 11/19/2005
Organization/Entity Mailing Address: PO Box 989, Eden, Tx 76837	
Organization/Entity website: www.fronterahn.org	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): Cam Kleibrink, Executive Director	Organization/Entity Phone: 325-869-5500
	Organization/Entity Email: camk@fronterahn.org

SECTION A – Funding Amount Requested \$ 10,900.00

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury’s guidance on page 4 of application):

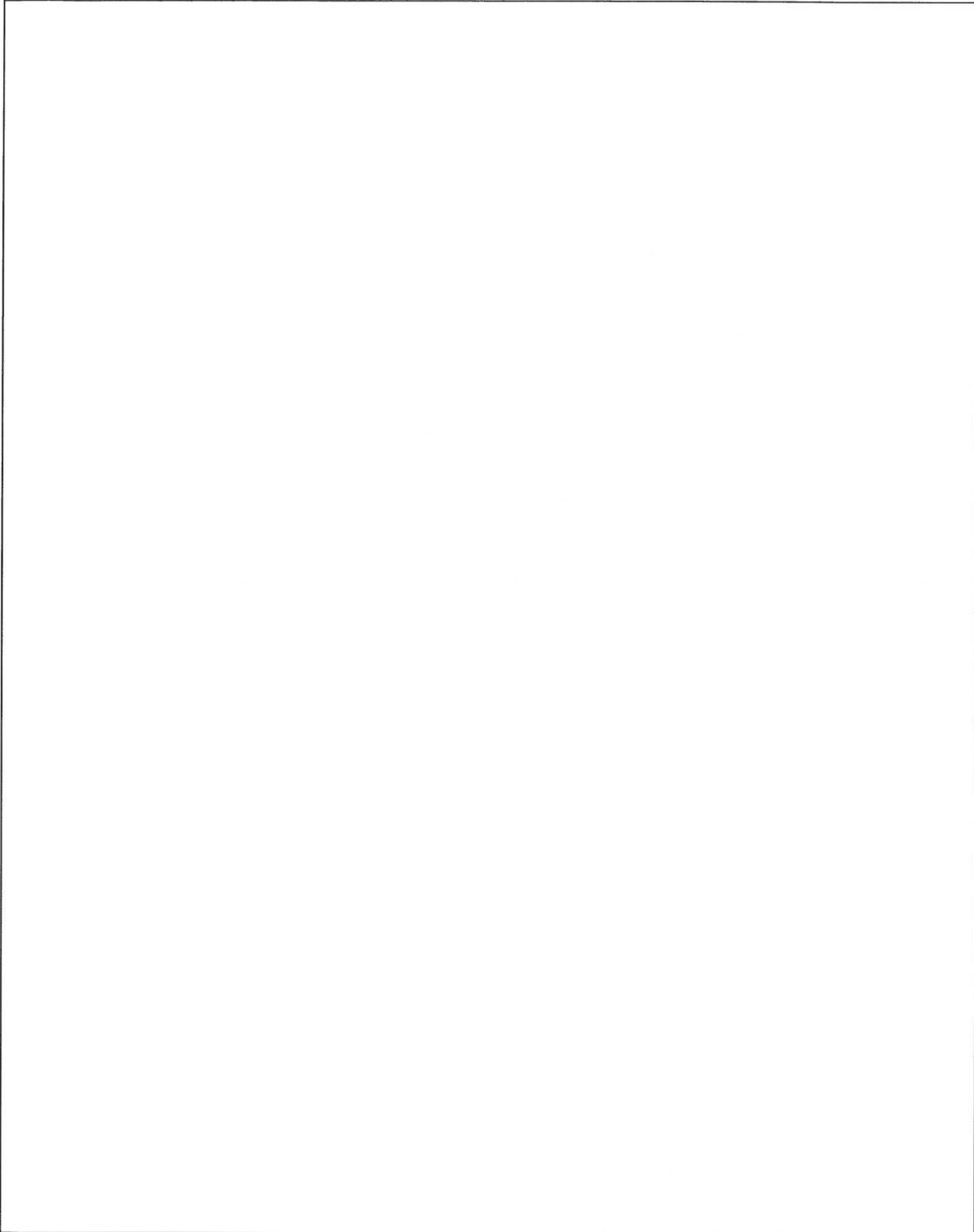
Frontera is a Federally Qualified Health Center that opened a clinic in Fredericksburg in June of 2021 at 1426 E Main St Suite 300. The clinic is primarily focused on pediatric age and parents of children needing services. Frontera provides medical and behavioral health services to patients in Fredericksburg and surrounding areas and provides a sliding scale discount program for patients that qualify.

One of the issues that we have been faced with during the opening of the clinic in Fredericksburg is the volume of car visits that is required since most symptomatic patients are screened in the vehicle prior to entering the facility to protect staff and other patients from exposure. Our solution to that problem is to provide screening at the back of the facility. This screening requires a significant amount of PPE and we need to have a solution for a covered area to protect staff and patients from the elements.

Our request is for PPE in our estimation of \$700 per month for 12 months and \$2500 for a structure or awning to be placed at the back door to protect staff as they go out into the elements to provide screenings in vehicles.

The total amount would be \$10,900.00

SECTION A (Continued)



By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that grant funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: 11/30/2021
Applicant Name & Title (print or type): Cam Kleibrink Executive Director	Applicant Phone (if different from phone # listed on page 1): 325-869-5500
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

IRS Tax Exempt Certification

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 04 2006

FRONTERA HEALTHCARE NETWORK
C/O DAVID M ROSENBERG
1700 PACIFIC AVE STE 3300
DALLAS, TX 75201

Employer Identification Number:
75-2854259
DLN:
406105000
Contact Person: MARK BRECKNER ID# 95217
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated February 11, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

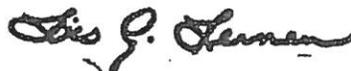
Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

Application window: 11/1/2021 – 11/30/2021 (submit by 5 p.m., Tuesday, November 30, 2021)

The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity: Hill Country Council on Alcohol and Drug Abuse	Date Organization/Entity Founded: 1991
Organization/Entity Mailing Address: 102 Business Drive Kerrville, Texas 78028	
Organization/Entity website: www.hccada.org	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): Stacy Craddock Board President	Organization/Entity Phone: 830-367-4667 Organization/Entity Email: agarces@hccada.org

SECTION A – Funding Amount Requested \$ 100,000

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your Internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury's guidance on page 4 of application):

The purpose of this funding request is to respond to the COVID-19 public health emergency in the city of Fredericksburg, Texas, and surrounding areas. Since 1991, the Hill Country Council on Alcohol and Drug Abuse, Inc. (hereafter, HCCADA) has been helping more than 205,543 residents and 18,758 veterans plus families of Kerr, Gillespie, Bandera, Kendall, and Medina Counties achieve healthy and productive lives by providing effective, substance abuse treatment and related services such as a 16-week supportive outpatient treatment program, mental health resources, individual counseling programming, evidence-based practices (EBP) including Motivational Interviewing and Trauma-Informed Care, state-certified offender-education classes, assessments and referrals. HCCADA will utilize funds to expand on the limited services currently available to persons with substance abuse and mental health conditions due to the impact of the COVID-19 pandemic in the Fredericksburg area. With an 84% abstinence rate reported post-treatment, our track record demonstrates success during these challenging times. For the past 30 years, HCCADA - which is conveniently located 25 miles from the City of Fredericksburg in Gillespie County, Texas - has provided the city of Fredericksburg residents who would not otherwise have access to the treatment they need to address the disease of addiction and the effects it has on their lives, their families, and their communities. If awarded, HCCADA will provide targeted support services to promote access to health and social support services as well as outreach.

According to the Census Bureau COVID-19 Cases and Planning Report, as of November 29, 2021, Gillespie County has had a total of 3,628 confirmed cases of COVID, with 82 deaths. Unfortunately, the demand for substance abuse treatment and mental health care needs have almost doubled amid the COVID pandemic; however, funding has not. Data available shows the most important health issues that the residents thought the city and county was facing were the following:

- Substance Use Disorders (SUDs) and Mental Health/Illness. The recovery needs of the Hill Country continue to mount as economic and other uncertainties are further impacted by COVID-19.
- Access to healthcare. Residents reported that healthcare is too expensive with high drug costs, and residents use EMS as primary healthcare providers.
- Quality and quantity of healthy food. There were reports of food deserts, and food is expensive.
- Lack of transportation.
- Employment. Residents felt a need for full-time jobs and post-rehab opportunities and mentioned a labor shortage with the aging population.
- A lack of affordable/transitional housing/Maslow's hierarchy. If people do not have a safe home, then they cannot focus on anything else such as recovery.
- Lack of education on resources, prevention, and parenting.
- Lack of general and dental hygiene.
- Older populations are vulnerable, and they lack mobility.

How funds will be utilized: Although there has been a shift in priorities due to the COVID-19 pandemic, the significant challenges that the community continue to face in obtaining adequate treatment are primarily the lack of resources and services for those living in rural communities, increased use of substances, mental health issues, poverty, marginalization, and illiteracy.

SECTION A (Continued)

In response, funds will be utilized as follows:

1. Presently, one of the Hill Country's primary substance abuse treatment providers, Hill Country Council on Alcohol and Drug Abuse, is facing the loss of state and federal funding dollars at the same time the need for treatment and recovery services has experienced its greatest demand due to the COVID-19 health emergency. If awarded, HCCADA will work to ensure city of Fredericksburg and surrounding area residents receive services as needed. HCCADA has Licensed Chemical Dependency Counselors with over 40 years of experience between them, one is Spanish speaking. Our staff will provide services in person or virtual as needed. The services will include: Mental Health First Aid to promote mental health wellness, supportive out-patient substance use treatment, parenting and intervention with case management for young parents, drug and alcohol prevention presentations. Funds will be used for salaries, fringe benefits, supplies and travel expenses.
2. Occupancy is calculated by percentage of salary and reflects SAMHSA's fair share of the space.
3. The purchase and/or upgrading of technology and related equipment to sustain operations in HCCADA. HCCADA will purchase or upgrade technological equipment to facilitate tele-health work, including the purchase of new laptops, iPads, cellphones for each staff member, as well as upgrading database software for better record-keeping and quality management.
4. Client assistance, safe recovery housing, transportation, and activities that are deemed necessary to achieve program outcomes and conforms to the funding opportunity announcement stated requirements for this funding. Additionally, we will use funding to remove stigma with positive messages and outreach to promote access to health and other social services.

Internal Controls for monitoring of funds and meeting federal guidelines:

- a) HCCADA uses a computerized system to account for all of its revenue, expenses and all other accounting entries.
- b) All entries, such as cash disbursements, cash receipts, revenues and journal entries, are entered and classified into the system using a cost objective method whereby all entries are recorded and posted to a specific cost objective, designated to each program or department. This process allows for maintaining information integrity and for internal tracking purposes.
- c) Closing entries normally begin on the first business day of the month and are finalized by the 10th business day of the month.
- d) General ledger reports are available to Program Directors and are used to capture financial information by cost objective using any date, such as month or quarter and also allows the user to track any entry simply by clicking on an amount in any given report. Each report is then organized by account code classification, which summarizes information by category such as personnel, fringe, travel, supplies, facility costs, other costs and indirect expense. The computerized system used by HCCADA is QuickBooks for Non-Profits.

Adequate and complete Records:

HCCADA has over 30 years of successful accounting practices evidenced by audits without findings and is listed on GuideStar with a platinum rating. HCCADA adheres to all applicable Code of Regulations including but not limited to Uniform Guidance 2 CFR Part 200, Subpart D and E. Various costs incurred will be recorded in alignment with federal guidance and will be applied utilizing the robust systems of internal controls utilized by HCCADA, as previously described, and in accordance with approved federal cost principles which are designed to build trust and accountability.

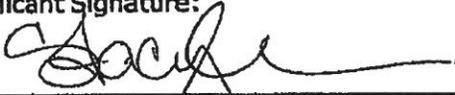
References

Census Bureau COVID-19 Cases and Planning Report. November 29, 2021.

Prevention Resource Center - Region 8. (2021). 2021 Regional Needs Assessment. Data Report.

U.S. Department of the Treasury. Compliance and Reporting Guidance. November 15, 2021.

By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that grant funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: 11-23-21
Applicant Name & Title (print or type): Stacy Craddock	Applicant Phone (if different from phone # listed on page 1): 830 322 0414
Applicant Address (if different from Mailing Address listed on page 1): 133 westminster st.	Applicant E-Mail Address (if different from e-mail address listed on page 1): Stdoock11@gmail.com

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



JOHN SHARP
Comptroller

COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS
AUSTIN, 78774

August 24, 1992

Paula Wiedenfeld
Hill Country Council on
Alcohol and Drug Abuse, Inc.
327 Earl Garrett, Ste. 112
Kerrville, Texas 78028

Dear Ms. Wiedenfeld:

We have determined that Hill Country Council on Alcohol and Drug Abuse, Inc., Taxpayer No. 3-01147-6917-4, qualifies for exemption from state franchise tax and state sales tax. In the event that we have reason to believe that it no longer qualifies for the exemptions, we will notify the registered agent that the exempt status is under review. The franchise tax exemption as a 501(c)(3) organization is effective July 22, 1991.

This corporation also qualifies for exemption from the state and local sales taxes effective the date of this letter as a 501(c)(3) organization. It may now issue an exemption certificate in lieu of the sales tax on taxable items if they relate to the purpose of the exempt organization and are not used for the personal benefit of a private stockholder or individual. The certificate does not require a number to be valid and may be reproduced in any quantity.

If the organization changes its name, Registered Agent or address, it is required to notify the Secretary of State.

If you have questions regarding this matter, please write or call the Exempt Organizations Section at 1-800-531-5441, extension 3-4142. For general tax information, call toll free at 1-800-252-5555. The regular number is 512/463-4600.

Sincerely,

Stefanie B. Medack

Stefanie B. Medack
Exempt Organizations

SBM/sm74



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

Application window: 11/1/2021 – 11/30/2021 (submit by 5 p.m., Tuesday, November 30, 2021)

The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity: Hill Country Community Needs Council	Date Organization/Entity Founded: 1983
Organization/Entity Mailing Address: PO Box 73, Fredericksburg, TX 78624	
Organization/Entity website: www.needsCouncil.org	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): Cindy Heifner, Executive Director	Organization/Entity Phone: (830) 997-9756
	Organization/Entity Email: director@needsCouncil.org

SECTION A – Funding Amount Requested \$ 100,000

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury’s guidance on page 4 of application):

As our country continues its recovery from the devastating impact of the pandemic, many Gillespie County residents face basic housing insecurity and increased mental health struggles. If awarded, this grant would be used to help cover rent/utility assistance and counseling services for our most vulnerable neighbors. The need for such support is outlined below.

Rent & Utility Assistance - The population we serve has arguably been most affected as our county's most vulnerable are even more so now. Many of our clients are service industry workers without sick pay or the option to work from home. If they or their children are experiencing symptoms they must quarantine a number of days before they can show proof of a negative Covid test. This results in missed days or weeks of work, making it extremely difficult for them to afford their rent or utilities.

The increased need during the pandemic has been exponential in nature and is more than we have ever experienced in our 38-year history. In 2020 we doubled our pre-Covid rent/utility assistance over 2019 and are on trend to do the same this year.

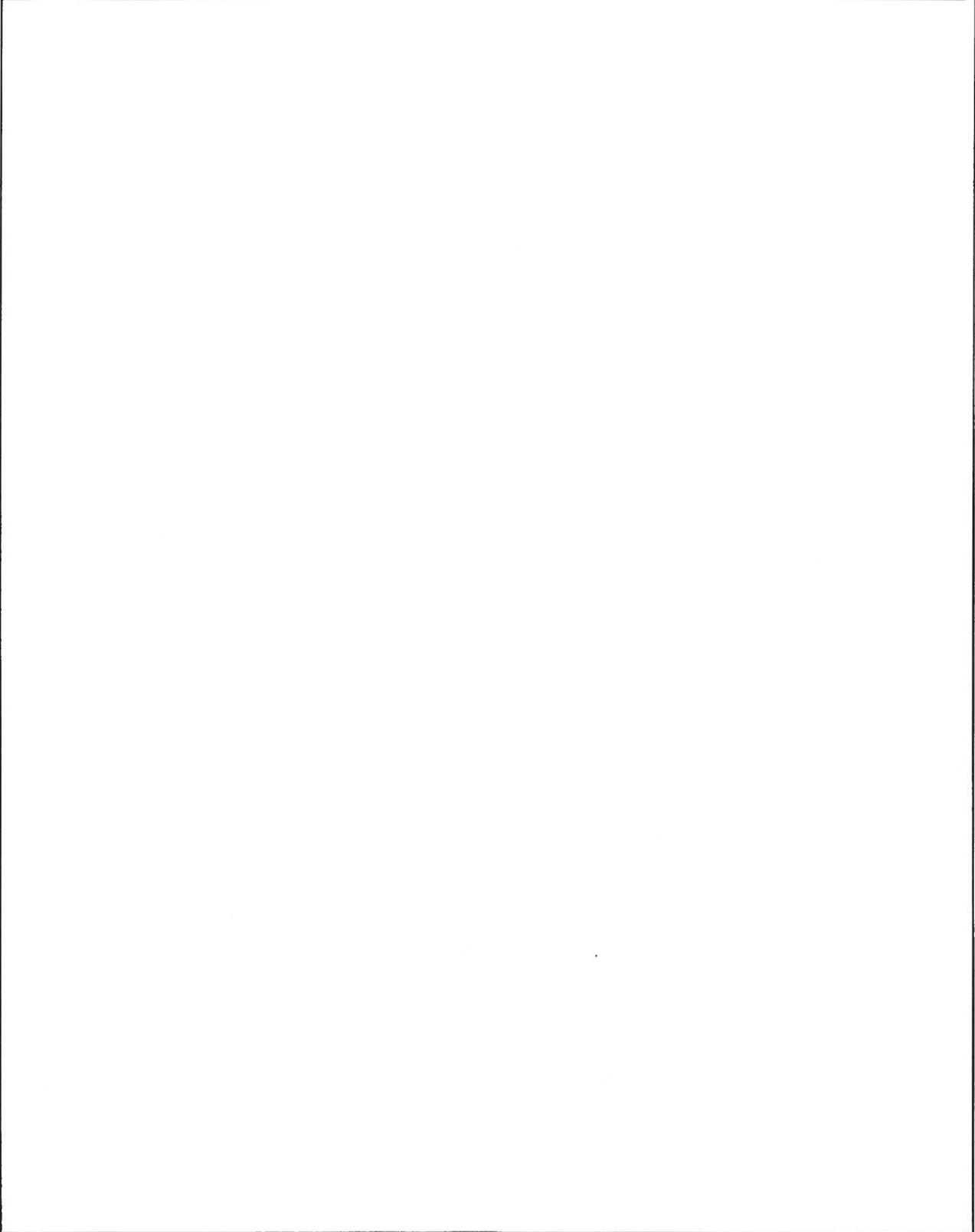
Counseling (Behavioral Health Services) – Understandably, more people are experiencing stress and anxiety as a result of the pandemic. According to World Economic Forum, low income individuals are up to three times as likely to experience this, leading to the demand for counselors at an all-time high. The National Council for Behavioral Health reports mental health organizations have seen a 52% increase in the need for mental health services as substance abuse, domestic violence, and child abuse are rising through the pandemic. This could easily become a mental health crisis for a community without proper support in place.

Fortunately, the Needs Council has four extremely high-caliber contract counselors, including two with their Ph.D. Each counselor possesses unique specialties in trauma, sexual abuse, substance abuse, anger management or grief/loss which allows us to specifically match them with each client. Many of our counseling clients are either fleeing from current abusive situations or attempting to heal from abuse or sexual assault; specialties in these areas are especially critical. Due to the present demand for counseling, we are interviewing for a fifth contract counselor position to add in 2022. The number of school aged children being referred to our agency for self-harm, suicidal ideation and suicide attempts is shocking. A fifth counselor will assist in meeting this sad but growing concern.

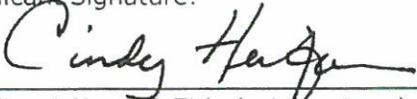
The pressures of the pandemic — from social isolation to job loss to grief — are increasing the need for mental health services. This is easy to understand when you take into consideration that approximately 40% of U.S. households with children had difficulty paying for usual household expenses from August 2020 to June 2021, according to recently released data from the Census Bureau’s Household Pulse Survey. With your help, we can provide hundreds of individuals the ability to remain in their homes with rent/utility assistance, and to receive appropriate behavioral health treatment during one of the most difficult times in their lives.

Our internal controls are quite extensive and we believe meet or surpass the performance indicators and programmatic data required for each Expenditure Category. Records are kept both digitally and manually on each client interaction including the number of family members in each household assisted. Extensive notes are kept by the case manager with historical data as well as goals discussed with the family or individual. The finances are reviewed monthly by the board treasurer. Our organization engages an independent CPA to perform an annual audit.

SECTION A (Continued)



By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that grant funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: 11-22-21
Applicant Name & Title (print or type): Cindy Heifner, Executive Director	Applicant Phone (if different from phone # listed on page 1):
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: April 18, 2002

**Person to Contact:
Mrs. Coghill 31-07426
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2276776**

**Hill Country Community Needs Council
P.O. Box 73
Fredericksburg, TX 78624-0073**

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in January 1984, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Hill Country Community Needs Council
74-2276776

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

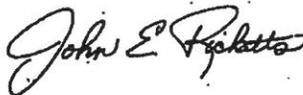
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

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The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity: <i>Holy Ghost Lutheran Church</i>	Date Organization/Entity Founded: <i>1846</i>
Organization/Entity Mailing Address: <i>109 E. SAN ANTONIO ST.</i>	
Organization/Entity website: <i>holyghostfbg.org</i>	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): <i>PASTOR Bobby Vitale</i>	Organization/Entity Phone: <i>830-997-2288</i>
	Organization/Entity Email: <i>pastorbv@austin.twcbc.com</i>

SECTION A - Funding Amount Requested \$ 18K

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury's guidance on page 4 of application):

In April of 2018, Holy Ghost Lutheran Church began a new program titled "Life Care Ministry". The church partnered with Rev. Dr. Rick McMinn in offering a counselling component to its ministry offerings. The unique feature about this program is that it offers FREE counselling to church and community members - period! There are no income qualifying measures or socio-economic criteria for one to qualify - simply make an appointment!

This counselling service ministry is subtitled "the light shines in the darkness" as the hope is that persons will take advantage of this resource in dealing with their struggles be it marital impasse, depression, stress in the workplace, joblessness, poor health, family issues, divorce recovery, suicidal thoughts/attempts, grief or personal dysfunction, etc.

The church pays Dr. McMinn, who is a licensed therapist with 35 years of experience for ten hours/week in this ministry. The program was slow to start, but in time has gained traction and with the onset of the COVID has increased steadily. In 2019, the average was about 12 hours/month; and over the past 18 months of COVID, it has increased to about 43.5 hours/month.

The impact of COVID has created more "darkness" in communities and Frederick'sburg. (even with all its bright lights) has plenty of people who are walking in these dark places and need the light of hope in the COVID-effects that are not quickly going away.

This program will continue to be a support system

SECTION A (Continued)

offering strength, hope & healing to anyone who makes an appointment. Could costs have been high and the hope of this program is to bring light to peoples darkness, strength to their weakness, hope to the struggles & peace in their storms.

Appointments can be made by calling the church office or Dr. M. Mian directly. The annual budget for this Life Care Ministry is about \$10K. which is the amount of this request. We believe it is a small price to pay for crisis intervention and emotional health services which deal with persons on the most basic level of heart, mind, spirit, body and relationships. It is an investment in the individual and family where tools for ~~coping~~ coping with the long term effects and sufferings of the pandemic have been devastating and are far from being over. can be addressed.

These funds will impact and enhance the individual, the community and help by providing a guiding light through therapy which will accelerate the burdens and weights of many and have a positive domino effect in our lives, curbing the ill effects of this challenging time.

By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that grant funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: 11/30/21
Applicant Name & Title (print or type): Pastor Bobby Vitek	Applicant Phone (if different from phone # listed on page 1): 830-997-2288
Applicant Address (if different from Mailing Address listed on page 1): _____	Applicant E-Mail Address (if different from e-mail address listed on page 1): _____

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

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NALC

North American Lutheran Church

Christ Centered

Mission Driven

Traditionally Grounded

Congregationally Focused

September 15, 2014

Holy Ghost Lutheran Church
109 E San Antonio St
Fredericksburg, TX 78624-4135

CERTIFICATION OF INCLUSION IN FEDERAL INCOME TAX EXEMPTION GROUP RULING

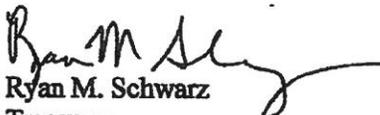
**North American Lutheran Church
Group Exemption Number: 5987**

Holy Ghost Lutheran Church of Fredericksburg, TX is a member in good standing of the North American Lutheran Church (NALC), a nonprofit corporation recognized by the Internal Revenue Service ("IRS") as exempt from federal income taxation under Internal Revenue Code ("IRC") §501(c)(3).

The IRS has issued the enclosed Group Exemption Ruling letter (dated April 29, 2014) to the NALC. In accordance with the terms of this letter, entities affiliated with the NALC and included under the letter are recognized by the IRS as exempt from federal income tax. Such entities are also exempt from any requirement to file an annual Form 990 tax return with the IRS.

Holy Ghost Lutheran Church is hereby certified as being included under the Group Exemption Ruling issued to the NALC. By inclusion in the Group Exemption Ruling, this entity is recognized by the IRS as being exempt from federal income tax under IRC §501(c)(3) and is not a private foundation as defined in IRC §509(a). The four-digit Group Exemption Number 5987 is the same for the NALC, its congregations, its mission districts and its related entities. Each congregation, mission district and other related entity has its own nine-digit Employer Identification Number (EIN). That number, and not the EIN of the NALC, should be used in all tax-related matters, for example, when federal withholding and Social Security contributions are filed by the employer.

Sincerely yours,


Ryan M. Schwarz
Treasurer

Enclosure

2299 Palmer Drive, Suite 220
New Brighton, MN 55112-2202
www.thenalc.org



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

Application window: 11/1/2021 – 11/30/2021 (submit by 5 p.m., Tuesday, November 30, 2021)

The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity:	Date Organization/Entity Founded:
St. Vincent de Paul Society of St. Mary's Church	April 11, 1989
Organization/Entity Mailing Address:	
610 W. Live Oak	
Organization/Entity website:	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"):	Organization/Entity Phone:
Mike Eilers - President	830-997-3392
	Organization/Entity Email:
	prdliveoak@outlook.com

SECTION A – Funding Amount Requested \$ 100,000

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury’s guidance on page 4 of application):

See Attached

Since our inception in 1989, St. Vincent de Paul has helped the less fortunate with rent, utilities, medical and other expenses. We mainly serve our neighbors in Gillespie County, but at times go outside our local area. We help regardless of race or creed. Our conference is funded by our local thrift store, which is manned by an all volunteer staff. Before COVID, our caseworkers would visit in the home of our brothers or sisters, as our clients are called, to determine their total need. Since COVID, we visit with them in our store or sometimes just over the phone if they or someone in their house has been diagnosed with COVID. The caseworker is authorized to help with \$500.00 twice a year. Amounts over that must be approved by the Board of Directors

Since this pandemic has started, we have seen more people needing help because their work hours have been cut, or they have lost their job because their employer has shut down his business. We have had cases where the parent(s) need help with child care for the same reasons.

Should we be approved for this ARP funding, we would continue to help our community with these needs and any other needs that would arise.

Expenditures are overseen by the Treasurer who answers to the Board of Directors. Our records are audited by the District Counsel of St. Vincent dePaul.

At the close of our fiscal year, September 30, 2021, the total assistance given to our Brothers and Sisters was \$96,046.08. The breakdown of that was:

Assistance with..

Rent.....\$47,570.00
Utilities.....\$19,314.31
Medical.....\$ 6,211.45
Food.....\$ 2,535.00
Disaster Relief.....\$ 6,800.00
(National and International)
Help to other St. Vincent
Conferences \$ 7,000.00

By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that grant funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: <i>11/29/2021</i>
Applicant Name & Title (print or type): <i>Michael Eilers</i> <i>President</i>	Applicant Phone (if different from phone # listed on page 1):
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



BOB BULLOCK
Comptroller

COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS
AUSTIN, 78774

March 14, 1989

Mr. L. P. Tybor
610 West Live Oak
Fredericksburg, Texas 78624

Dear Mr. Tybor:

We have determined that St. Vincent De Paul Society of St. Mary's Church, Fredericksburg, Texas, Inc., Taxpayer No. 3-00108-7614-9, qualifies for exemption from state franchise tax and state sales tax. In the event that we have reason to believe that your corporation no longer qualifies for the exemptions, we will notify your registered agent that the exempt status is under review. Your franchise tax exemption as a 501(c)(3) group organization is effective February 9, 1988.

Your corporation qualifies for sales tax exemption effective the date of this letter as a 501(c)(3) group organization. You may now issue an exemption certificate in lieu of the sales tax on taxable items purchased if the items relate to the purpose of the exempt organization and are not used for the personal benefit of a private stockholder or individual. The certificate does not require a number to be valid and may be reproduced in any quantity.

If your organization changes its name or address, you are required to notify us.

If we can be of further assistance, please write to us or call toll free from anywhere in the United States at 1-800-252-5555. Our regular number is 512/463-4600.

Sincerely,

Harry F. Rogers
Harry F. Rogers
Exempt Organizations

HFR:SM74/ss/283

an equal opportunity employer

Internal Revenue Service
District Director

Department of the Treasury

1100 COMMERCE STREET
DALLAS, TX 75242-0000

Date: APR 11 1989

ST VINCENT DE PAUL SOCIETY OF ST
MARYS CHURCH FREDERICKSBURG TEXAS
INC
610 WEST LIVE OAK
FREDERICKSBURG, TX 78624

Employer Identification Number:
74-2511527
Contact Person:
EO TECHNICAL ASSISTOR
Contact Telephone Number:
(214) 767-3526

Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that

Letter 947(DO/CG)

Agenda Packet Page 120

ST VINCENT DE PAUL SOCIETY OF ST

you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

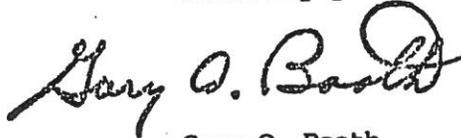
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

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Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Gary O. Booth
District Director



City of Fredericksburg, Texas

AMERICAN RESCUE PLAN APPLICATION

This program was made possible through the American Rescue Plan Act being administered by the Department of Treasury in conjunction with the City of Fredericksburg.

The American Rescue funds made available by the City of Fredericksburg will range from \$10,000 to \$100,000 per award. **To be eligible for ARP funding organizations must have a 501(c)(3) designation and provide service to the City of Fredericksburg community.** Awarded organizations need to utilize funds for the program expenses detailed in this application.

Application window: 11/1/2021 – 11/30/2021 (submit by 5 p.m., Tuesday, November 30, 2021)

The City of Fredericksburg is under no requirement or expectation to provide funding to any organization and funding may vary depending on the financial priorities of the City.

The awards will be focused on servicing the following areas of our community:

- Mental health treatment
- Substance abuse treatment
- Crisis intervention and other behavioral health services
- Services or outreach to promote access to health and social services
- Affordable housing including rent, utilities, and relocation assistance
- Employment or job training services to address negative economic or public health impacts experienced due to the Covid-19 pandemic

Official Name of Organization/Entity: The Grace Center	Date Organization/Entity Founded: September 2018
Organization/Entity Mailing Address: PO Box 3433, Fredericksburg, TX 78624	
Organization/Entity website: www.thegracecenterfbg.org	
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): Hattie Allen, MPA Executive Director	Organization/Entity Phone: 830-998-9123
	Organization/Entity Email: hallen@thegracecenter.org

SECTION A – Funding Amount Requested \$ 100,000.00

In the space below, please explain how the funds will be used to directly respond to the Covid-19 public health emergency or for a secondary effect of the pandemic. Also, provide your internal controls in place at your agency to ensure us that monitoring of the funds will take place and meet federal guidance (link provided to Treasury's guidance on page 4 of application):

The Problem:

One in three women experience physical or sexual violence by an intimate partner in their lifetime. Since the outbreak of COVID-19, data and reports from those on the frontlines have shown that violence against women and girls has intensified. (unwomen.org). Extra stress in the COVID-19 pandemic caused by income loss and lack of ability to pay for housing and food has exacerbated domestic violence. (UCDavis) In Texas, while some stay home to stay safe during the pandemic, survivors of domestic violence find themselves trapped in a violent household.(lxan.com) For our community, this trend is no different. Gillespie County law enforcement receives 14-20 domestic violence calls per week. The local clinic and Hill Country Memorial report increased patients due to injuries received in domestic violence disputes. From January 1 – November 19, 2021, Fredericksburg Police Department and the Gillespie County Sheriff's Office booked 62 individuals on a total of 65 charges of varying degrees of family violence or local family violence warrants. Today in Gillespie County, there are at least 4 women or men and 7-9 children who are afraid to go home. The closest shelters to Fredericksburg are 25-30 miles away in Kerrville and Boerne, both of which are at or near capacity. For many, leaving their hometown means, leaving their job, their family, their children's schools and their church. Until The Grace Center, we had no solution. Recently, our Executive Director met with a survivor that had suffered severe injuries including scrapes, bruises, a subconjunctival hemorrhage due to the strangulation attempt by her boyfriend. She assisted the sixty-three-year-old female with safety planning, a safe house for temporary shelter, social service referral, and legal advocacy. She is just one of the many women who need shelter and support services due to domestic violence in their homes in our community.

The Solution

The mission of the Grace Center is to provide support and services for individuals impacted by domestic violence. The successful completion of the Place to Rebuild campaign will guarantee a safe haven and hope for those who live in fear. Through this shelter, women, men, children and their pets will have a chance to break the cycle of violence and rebuild their lives.

The Grace Center serves a diverse population throughout Gillespie County (27,000). Faced with a dynamically growing population, the Grace Center strives to serve a populace that is historically predominantly white, with one half of the community between the ages of 19-64 years of age with a median income of \$58,000. Approximately 10% of our population is Hispanic/Latino.

The Grace Center seeks to provide services and shelter that break the cycle of domestic abuse. As we raise the funds to build the new shelter, staff and volunteers will provide support to those seeking help through a crisis hotline, counseling, crisis intervention, legal advocacy, and social service referrals. These vital services are needed to break the cycle and provide victims and their children a safe and secure environment to live a life of self-sufficiency free from violence.

In December 2020, we put together a business plan and opened a thrift store which will be used to support the Grace Center and will provide job opportunities and experience for members of our community.

Once the shelter is built, we will provide a secure haven for 36 victims of violence, their children and their pets. The facility will have counseling centers for adults, teens and children, living areas, indoor play areas, large capacity kitchen and laundry, an outdoor playground, pet kennel, and garden. In the future, we have room to expand to serve an additional 30 people.

Upon completion of the facility, our services will include: 24-hour hotline, crisis intervention, emergency shelter, the provision of basic needs, case management, life skills and job preparedness, counseling for groups, individuals and children, child advocacy, legal advocacy and nutrition and wellness classes.

The Grace Center respectfully requests \$100,000 to enhance the quality of life of our community by building a family violence shelter center to assist and support victims of domestic violence and their children by providing trauma informed crisis intervention and behavioral health services as well as promote access to these services throughout the community.

SECTION A (Continued)

Monitoring

Internal controls to monitor the expenditure of funds are in place. Funds will be deposited in our capital campaign account and will be restricted to the the provision services to victims of domestic violence (crisis intervention and behavioral health services and outreach to promote access to behavioral health services)as well as the building of the emergency shelter center to support the provision of crisis intervention and behavioral health services and outreach. All expenditures will be tracked in QuickBooks. Reports may be generated upon request for reporting standards. Agency finances are reviewed and audited on a regular basis to ensure the agency is in compliance with Generally Accepted and Accounting Principles (GAAP).

By signing below, the applicant acknowledges the information provided on this application and any accompanying documents is true and correct to the best of the applicant's knowledge. The applicant further acknowledges that the funds must be used in a manner permitted by the American Rescue Plan Act of 2021 and regulations issued by the Department of The Treasury and/or the City of Fredericksburg. Applicants will be expected to maintain adequate and complete records regarding the disbursement of all funds received. Applicants will be required to return funding used in violation of the program requirements.

Applicant Signature: 	Date signed: 11/22/2021
Applicant Name & Title (print or type): Hattie Allen, Executive Director	Applicant Phone (if different from phone # listed on page 1):
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

PLEASE ATTACH TO APPLICATION:

Copy of the organization/entity IRS 501(c)(3) ruling letter.

Please review the important information provided in the link below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 24 2019**

THE GRACE CENTER
PO BOX 3415
FREDERICKSBERG, TX 78624

Employer Identification Number:
35-2639189
DLN:
17053311335048
Contact Person:
TINA M MARTINI ID# 17187
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 11, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

THE GRACE CENTER

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Miller".

Director, Exempt Organizations
Rulings and Agreements

Letter 947

Upcoming City Council Agenda Items

CITY COUNCIL MEETING DATES & FUTURE AGENDA ITEMS		
Tuesday, January 18, 2022 (Regular Meeting)		
1	Consent-January 3, 2022 Minutes for Regular Meeting	Shelley
2	Call City General Election for May 7, 2022	Shelley
3	Road closures for Wildflower Run, Touch-a-truck, Crawfish festival and Fredericksburg Carfest- Consent	Jennifer
4	Executive Session Evaluation for City Manager	
5	Approval of consultant contract for Fredericksburg Visitor information center expansion	Evan
6	Professional Services Contract - East Main Street Water Rehab Project	Kris
7	STR/HOT collection contract	Jason
8	Public Safety Facility Architect Contract	Garret
9	Public Hearing and approval of Zoning and Land Use for 16.69 acres in the Brentwood Oaks Subdivision	Jason
10	Public Hearing and approval of Zoning and Land Use for 1100 Friendship Lane	Jason
11	Professional Services Contract Award for S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project	Garret
12	Appoint P&Z and HRB positions	Jason
Monday, February 7, 2022 (Regular Meeting)		
1	Consent-January 18, 2022 Minutes for Regular Meeting	Shelley
2	Resolution appointing Election Judges	Shelley
3	Resolution contract for sharing of Election Poll on 5-7-22 with the County	Shelley
4	University Center lease to the Texas Center for Wine and Culinary Arts	Kent
5	Approval of Market Square Improvement Bids	Andrea
6	Short-Term Transportation Projects Plan Approval (authorization to submit to TxDOT)	Garret
7	Consent- January 12, 2022 Work Session Minutes	Shelley
8	Consent- January 31, 2022 Work Session Minutes	Shelley
Monday, February 21, 2022 (Regular Meeting)		
1	Consent-February 7, 2022 Minutes for Regular Meeting	Shelley
2	Review the HOT receipt Procedures	Shelley
3	Amendment to the Fee Ordinance regarding taxi cab fees	Shelley
Monday, March 7, 2022 (Regular Meeting)		
1	Consent - February 21, 2022 Regular Meeting Minutes	Shelley
2	Parks Eclipse plans, fees and regulations	Andrea
3	Texas Ranger update on management of Fort Martin Scott	Andrea
Monday, March 21, 2022 (Regular Meeting)		
1	Consent - March 7, 2022 Regular Meeting Minutes	Shelley
2	Agreement with Soccer Association	Clinton/Daniel/Andrea
3	Fair Association agreement easment access	Andrea
Monday, April 4, 2022 (Regular Meeting)		
1	Consent - March 21, 2022 Regular Meeting Minutes	Shelley
2	Approval of Consultant Contract for New Comprehensive Plan	Jason
3	Contract award for Small Water Main Replacement Program	Evan
FUTURE AGENDA ITEMS		