



REGULAR CITY COUNCIL MEETING AGENDA
MONDAY, FEBRUARY 7, 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, February 7, 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 Cody Carnett, Fredericksburg Christian Fellowship)

3. PLEDGE OF ALLEGIANCE

4. EMPLOYEE RECOGNITIONS

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

The City Council welcomes citizen participation and comments at all City Council Regular Meetings.

Written Comments: to be submitted remotely:

- 1) Must be received by 3 p.m. on February 7, 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 "**February 7, 2022**, City Council Regular Meeting" tab.

Verbal Comments:

- 1) Sign up in-person 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. January 3, 2022 Regular Meeting.
(Agenda Packet Pages 5-12)
 - ii. January 18, 2022 Regular Meeting
(Agenda Packet Pages 13-20)

7. ORDINANCES AND RESOLUTIONS

- A. Consider the approval of Ordinance 2022-02 on second reading to 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 (Brian Vorauer, Patrol Lieutenant).
(Agenda Packet Pages 21-33)

- B. Consider the approval of Ordinance 2022-06 annexing to the City approximately 72.50 acres of land, located on the west and east sides of Post Oak Road, from W. Live Oak to 2,800 feet north of S. Bowie Street, Gillespie County, Texas; extending the Corporate Limits of the City, 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; binding the inhabitants and future inhabitants of said territory by any and all acts, ordinances, resolutions and regulations of said City; and adopting an Annexation Service Plan for the extension of municipal services into said territory and the construction and maintenance of public utilities related to such annexation (City Council may waive the second reading) (Jason Lutz, Development Services Director).
(Agenda Packet Pages 34-58, Ordinance on page 42)

- C. Consider the approval of Ordinance 2022-07 adopting a change in the Comprehensive Plan of the City, specifically in the Land Use Map, as to approximately 72.50 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; changing said property 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); providing that the change become a part of the Comprehensive Plan, and providing for an effective date (City Council may waive the second reading) (Jason Lutz, Development Services Director).
(Agenda Packet Pages 34-58, Ordinance on page 52)

- D. Consider the approval of Ordinance 2022-08 amending the Zoning Ordinance of the City and establishing the Zoning District as to approximately 72.50 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, situated in the City; establishing said property as Single-Family Residential (R1), Mixed Residential (R2), and Neighborhood Commercial (C1); and providing for an effective date (City Council may waive the second reading) (Jason Lutz, Development Services Director).
(Agenda Packet Pages 34-58, Ordinance on page 55)

- E. Consider the approval of a Resolution 2022-02R relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various city improvements from the proceeds of Tax-Exempt Obligations to be issued by the City for

authorized purposes; authorizing other matters incident and related thereto; and providing an effective date (Kent Myers, City Manager).

(Agenda Packet Pages 59-66)

8. OTHER ACTION ITEMS AND UPDATES

- A.** Consider the approval of an Order calling the May 7, 2022 General Election for the purpose of electing a Mayor and two Councilmembers (Shelley Goodwin, City Secretary)
(Agenda Packet Pages 67-70)
- B.** Consider the reconsideration of the July 19, 2021 City Council Regular Meeting Minutes (Shelley Goodwin, City Secretary)
(Agenda Packet Pages 71-76)
- C.** Consider the approval of a Master Agreement for the handling of Short-Term Rental permitting and related Hotel Occupancy Tax collection with Granicus (Kent Myers, City Manager)
(Agenda Packet Pages 77-208)
- D.** Consider the approval of a contract for the Architect Services for the Police and Municipal Court Project to Lopez Salas Architects (Braxton Roemer, Police Lieutenant)
(Agenda Packet Pages 209-232)
- E.** Consider the approval of the execution of the Endo Subdivision Release Form for an Opioid Settlement (Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities).
(Agenda Packet Pages 233-254)
- F.** Consider awarding a Construction Contract for the Heritage Hill Country Pressure Reducing Valve Project (Kris Kneese, Assistant Public Works Director).
(Agenda Packet Pages 255-258)
- G.** Consider awarding a Construction Contract for the Friendship Lane Sanitary Sewer Expansion Project (Kris Kneese, Assistant Public Works Director).
(Agenda Packet Pages 259-264)
- H.** Consider the approval of a Professional Services Agreement for East Main Street Water Rehabilitation Project (Kris Kneese, Assistant Public Works Director).
(Agenda Packet Pages 265-284)
- I.** Consider awarding a Professional Services Contract for the S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project (Garret Bonn, Assistant Engineer).
(Agenda Packet Pages 285-314)

9. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

10. CITY MANAGER REPORT

- A.** Action Items-January 31 Special City Council Meeting
- B.** Housing Coordinator Position

C. Joint City Council/Planning and Zoning Commission Meeting-January 10

D. Retirement Plans

11. CITY COUNCIL COMMENTS

12. ITEMS FOR FUTURE AGENDA

(Agenda Packet Page 315)

13. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.074 (Personnel Matters), and 551.087 (Deliberation Regarding Economic Development):

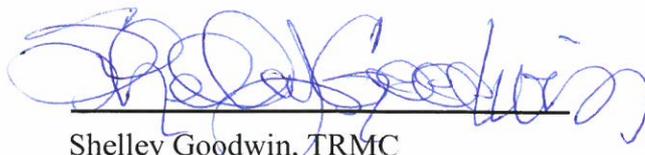
- A. Consider and discuss the lease or value of real property, located at 2818 US-290, in the City of Fredericksburg, Texas (551.072), and consider and discuss the commercial or financial information the City Council has received from a prospect seeking to develop a wine and culinary arts center located at 2818 US-290 in the City; and to deliberate the possible offer of financial or other incentive to the prospect (551.087), and
- B. Consider and discuss the appointment, evaluation, and/or duties of a public officer or employee, specifically the City Manager (Section 551.074), and
- C. Consider and discuss Coalition of Post Oak Property Owners, an Unincorporated Nonprofit Association v. The City of Fredericksburg, pending in the 216th District Court [551.071(1)].

14. 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.

15. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 1:30 p.m. on February 2, 2022, 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 REGULAR MEETING January 3, 2022

The City of Fredericksburg City Council held their regular session on Monday, January 3, 2022 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 Bobby Watson

Members Absent:

Councilmember Kathy O'Neill

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.
Eric Whiting, Information Technology Director
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, January 3, 2022.

2. INVOCATION

Pastor Bobby Vitek, Holy Ghost Lutheran Church led the Invocation.

3. PLEDGE OF ALLEGIANCE

Jeannette Hormuth led the Pledge of Allegiance.

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, announced the following recognitions:

- Thank you to Kris Connley for going above and beyond with helping a visitor find their lost backpack.

- Thank you to Evan Schmidt for going above and beyond for assisting with EMS on a call.

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Mayor Kiehne read a statement regarding those who have applied for American Rescue Fund and those who applied under the lawful guidelines.

Annette Bennett, City resident, spoke regarding the proposed Rules of Decorum.

Kimberly Lams, City resident, spoke regarding the proposed Rules of Decorum. ~~She also spoke regarding and~~ the American Rescue Fund.

Heath Bell, City resident, spoke regarding the American Rescue Fund and the proposed Rules of Decorum.

Eric Hammersen, City resident, spoke regarding the proposed Rules of Decorum and the American Rescue Fund.

George Studor, City resident, spoke regarding 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. December 20, 2021 Special Meeting
- ii. December 20, 2021 Regular Meeting

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Consent Agenda items 6. A. i. and ii. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

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).

Chris Meade, Touchstone, reviewed the history of the Golf Course Fees. He noted this is the fifth year of contract and they are requesting 5% to continue the outstanding service.

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

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).**

Brian Vorauer, Patrol Lieutenant, reviewed the history of the Ordinance and the need for changes.

The City Council discussed the process of measuring the sound and the distant to measure from.

Jason Lutz, Development Services Director, reviewed the different distance for measurement and recommended 25 feet from source or 10 feet from the property line.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Ordinance 2022-02 amending Article VI. - Noise and Sound Level Regulation, of Chapter 20 of the Code of Ordinances, Section 20-210 b) 1) 25' and b) 2) 10' 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. The City Council voted four (4) for, and none (0) opposed to approve the on first reading of the Ordinance. The motion carried unanimously.

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).

Lynn Bizzell, Fire Chief, reviewed the history of the EMS billing. He noted the benefits of contracting out the billing for EMS. He also noted that Staff recommends contracting with Emergicon, LLC.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to approve the Agreement for Specialized Professional Ambulance Billing Services with Emergicon, LLC. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

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).

Kent Myers, City Manager, stated the Texas Open Meetings Act was amended in 2019 to create a right for the public to make comments at City Council meetings. 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, while providing for the orderly conduct of City Council Meetings.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to approve the amendments to the City Council Rules of Procedure Public Comment Policy Section 12- Decorum and Debate. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

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

Jason Lutz, Development Services Director, reviewed the 6 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 effect 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.
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.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve the findings on the proposed Post Oak Road annexation area zoning (Z-2102). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

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

Kent Myers, City Manager, stated In May 2021, the City was informed that we were eligible to receive funding from the ARPA by the U.S. Department of Treasury. During the FY 2022 Budget process, he noted that the City Council agreed to include funding for broadband improvements, generators, and Municipal Court backlog of cases due to COVID. He noted the remaining balance was set aside in this year's Budget for unallocated expenses. The City Council discussed the remaining balance of ARPA funds and agreed to solicit applications from local non-profit agencies that met the Department of Treasury requirements.

Dr. Andrea Bray, Frontera Healthcare Network, reviewed the services they provide related to a clinic within the community and focusing on pediatric age and parents of children. She also reviewed the request and the benefits they would have on the community.

Abigail Garces, Hill Country Council on Alcohol and Drug Abuse, reviewed the need for the assistance from the American Rescue Funds. She also reviewed the benefits from the funds and what the funds would be used for. She also provided a handout regarding their programs.

Cindy Heifner, Hill Country Community Needs Council, reviewed the number of people they have served and the different programs they provide to the community. She also reviewed the benefits the ARPA funds would bring to their programs.

Pastor Bobby Vtech, Holy Ghost Lutheran Church, reviewed the programs that the American Rescue Funds would benefit within the community. He noted the effects that COVID-19 has had on their programs.

Bobby Walsch and Mike Eilers, St. Vincent de Paul Society of St. Mary's Church, reviewed the programs they offer within the community. He also reviewed the effects that COVID-19 had on their programs and the benefits the funds would provide to their programs.

Hattie Allen, The Grace Center, reviewed the programs they provide within the community. She reviewed the benefits their programs would receive from the funding.

The City Council thanked the applicants and for all they do for the community.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to award Frontera Healthcare Network \$15,900 from American Rescue Plan Act (ARPA). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to award Hill Country Council on Alcohol and Drug Abuse \$30,000 from American Rescue Plan Act (ARPA). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to award Holy Ghost Lutheran Church \$23,000 from American Rescue Plan Act (ARPA). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to award St. Vincent de Paul Society of St. Mary's Church, \$120,000 from American Rescue Plan Act (ARPA). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to award The Grace Center, \$120,000 from American Rescue Plan Act (ARPA). The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to award Hill Country Community Needs Council, \$120,000 from American Rescue Plan Act (ARPA). The City Council voted three (3) for, none (0) opposed, and (1) abstain (Councilmember Musselman-filed a conflict affidavit). The motion carried unanimously.

9. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

Heath Bell, City resident, read ~~Affidavit to Show Clean Hands and Federal Partnerships~~~~the affidavit of the Constitution~~.

Debra ~~Hollenbecker~~Habecker, City resident, continued to read the ~~Constitution affidavit~~ ~~Affidavit to Show Clean Hands and Federal Partnerships~~.

Annette Bennet, City resident, continued to read the ~~Constitution affidavit~~ ~~Affidavit to Show Clean Hands and Federal Partnerships~~.

Jerry McCorkle, City resident, continued to read the ~~Constitution affidavit~~ ~~Affidavit to Show Clean Hands and Federal Partnerships~~.

Jeannette Hormuth, City resident, continued to read the ~~Constitution affidavit~~ ~~Affidavit to Show Clean Hands and Federal Partnerships~~. The group provided one box of ~~affidavits signed~~ ~~Affidavit to Show Cleans Hands and Federal Partnerships~~ for each of the Mayor, City Council, and City Manager (~~given to the~~ City Secretary ~~at 7:55 p.m~~ ~~signed an Acknowledgement Receipt~~).

Kimberley Lams, City resident, spoke regarding COVID-19 and ~~Vares~~-~~VAERS~~ Report.

Eric Hammersen, City resident, spoke regarding the American Rescue Funds.

10. CITY MANAGER REPORT

A January 12, 2022, Council Work Session

Kent Myers, City Manager, announced January 12, 2022, Work Session (STR) at 6 p.m. at the University Center.

B. January 31, 2022, Council Work Session

Kent Meyers, City Manager, announced the January 31, 2022, Work Session at 1 p.m. at Cardinal Room. He also reviewed the list of items.

C. January 4, 2022, Candidate Orientation

Kent Myers, City Manager, announced that there would be a Candidate Orientation tomorrow Tuesday, January 4, 2022.

COUNCIL COMMENTS

Mayor Kiehne thanked everyone for the outstanding New Year's Events and all who assisted.

11. ITEMS FOR FUTURE AGENDA

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

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).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of the Regular Meeting and into Executive Session at 8:09 p.m. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go out of the Executive Session and into the Regular Meeting at 8:55 p.m. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

13. BUSINESS ITEM

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve the abandonment and conveyance of City-owned property to the adjacent property owners the property located at the intersection of Milam and Whitney Street subject to the following: 1) the owners paying for all costs for transfer of ownership; 2) the City retains the necessary utility easements on the property; and 3) the owners assume responsibility for all property maintenance. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to approve an annual salary of \$105,000 for the Municipal Court Judge and make the increase effective January 1, 2022. The City Council voted four (4) for, and none (0) opposed. The motion carried unanimously.

14. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to adjourn the Monday, January 3, 2022, City Council Regular Meeting at 8:58 p.m. The City Council voted four (4) 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 January 18, 2022

The City of Fredericksburg City Council held their regular session on Tuesday, January 18, 2022 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 Bobby Watson
Councilmember Kathy O'Neill

Members Absent:

No one was absent.

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
Brian Vorauer, Patrol Lieutenant
Eric Whiting, Information Technology Director
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 Tuesday, January 18, 2022.

2. INVOCATION

Austin Fleener, resident, led the Invocation.

3. PLEDGE OF ALLEGIANCE

Travis Reeh led the Pledge of Allegiance.

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, announced the following recognitions:

- Thank you to Officer Luke Smith, Kyle Treibs, City electrician, and EMS for going above and beyond to help during an accident.

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Welsley Reeh, City resident, spoke regarding the proposed noise ordinance.

Liza Smith, City resident, spoke regarding the proposed noise ordinance.

Leslie Spraggins, City resident, spoke regarding the proposed noise ordinance.

Tammi Smith, City resident, spoke regarding the proposed noise ordinance.

Jeannette Hormuth, City resident, spoke regarding the proposed noise ordinance and edits to the minutes.

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 January 3, 2022 Regular Meeting Minutes.

B. Consider the approval of the following events request for road closures:

- i. City Staff is hosting the annual Touch a Truck on Thursday, March 24, 2022 and is requesting the closure of W. Austin Street between N. Adams and N. Crockett Street beginning at 7 a.m. until 7 p.m. on March 24, 2022.**
- ii. Hill Country Memorial Wellness Center is hosting the annual Fredericksburg Wildflower Run & Walk (10K & 5 K) on Saturday, April 23, 2022, at Marktplatz and is requesting the closure of W. Austin Street between N. Adams and N. Crockett Streets on April 23, 2022 from 6 a.m. and 12 p.m.**
- iii. Fredericksburg Jaycees is hosting the annual Crawfish Festival from Friday, May 27- Sunday, May 29, 2022 and is requesting the closure of one southbound lane on Adams Street adjacent to Marktplatz beginning May 27th at 8 a.m. until 10 p.m. on May 29th and the closure of W. Austin Street between N. Adams and N. Crockett Streets beginning May 27th at 8 a.m. until 10 p.m. on May 29th.**
- iv. Fredericksburg Rotary Club is hosting the annual Fredericksburg Car Fest on Saturday, June 4, 2022, at Marktplatz and is requesting the closure of W. Austin between N. Adams and N. Crockett Street on, June 4, 2022, from 6 a.m. to 4 p.m.**

Mayor Kiehne pulled Agenda Item 6.A. to be considered separately.

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

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to bring back the January 18, 2022, Regular Meeting minutes with possible corrections. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

7. PUBLIC HEARINGS

- A. Hold a public hearing to receive comments for or against a request for a zoning change from “Single-Family Residential” (R1) to a zoning classification of “Mixed Residential” (R2) for approximately 6.69 acres of land, described as, 1.26 acres out of the GE CO #10, 0.93 acres out of the GE CO #10, 1.38 acres out of the GE CO #10, and lot 1 of the Brentwood Oaks Subdivision, located at 626, 702, 704, and 616 South Eagle Street. request by Jeffrey Morin and Lorne Kowert, (Z-2127).**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to go out of Regular Session into a public hearing at 6:24 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 6:25 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- B. Hold a public hearing to receive comments for or against the following requested changes to 1100 Friendship Lane requested by Kevin Spraggins (Z-2126):**

i. A Future Land Use change from “Mixed-Use Corridor” to a Future Land Use classification of “Commercial” for approximately 8 acres of land, to be subdivided from, ABS A0002 W H Anderson #197, Tract 3, 22.28 acres

ii. A zoning change from “Industrial Park” (M3) to a zoning classification of “Commercial” (C2) for approximately 8 acres of land, to be subdivided from, ABS A0002 W H Anderson #197, Tract III, 22.28 acres.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 6:26 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Kevin Spraggins, requestor, reviewed the project and the need for the zoning change request.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 6:28 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 2022-03 amending the Zoning Ordinance of the City and changing the Zoning District as to approximately 6.69 acres of land, located at 626, 702, 704, and 616 South Eagle Street, situated in the City; changing said property from Single-Family Residential (R-1) to Mixed Residential (R-2); and providing for an effective date (Z-2127).**

Jason Lutz, Development Services Director, reviewed the property and the request. He also stated that the neighbors within 200’ of this property were notified of the proposed change. He also reviewed the drainage.

The City Council reviewed the drainage and the zoning change.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to approve Ordinance 2022-03 amending the Zoning Ordinance of the City and changing the Zoning District as to approximately 6.69 acres of land, located at 626, 702, 704, and 616 South Eagle Street, situated in the City; changing said property from Single-Family Residential (R-1) to Mixed Residential (R-2); 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 the following changes to 1100 Friendship Lane requested by Kevin Spraggins (Z-2126):

- i. Ordinance 2022-04 adopting a change in the Comprehensive Plan of the City, specifically in the Land Use Map, as to approximately 8.0 acres of land, being a portion of W.H. Anderson #197, Abstract No. 2; changing said property from Mixed Use Corridor (MU) to Commercial (C); providing that the change become a part of the Comprehensive Plan, and providing for an effective date.**

Jason Lutz, Development Services Director, reviewed the proposed project. He also reviewed the proposed Land Uses. He also noted the adjacent tract will be coming to City Council for a change in Land Use Plan.

The City Council discussed the surrounding area's proposed developments and the different zonings. They inquired about the other uses for M2 and M3.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2022-04 adopting a change in the Comprehensive Plan of the City, specifically in the Land Use Map, as to approximately 8.0 acres of land, being a portion of W.H. Anderson #197, Abstract No. 2; changing said property from Mixed Use Corridor (MU) 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 2022-05 amending the zoning ordinance of the City and changing the zoning district as to approximately 8.0 acres of land, being a portion of W.H. Anderson #197, Abstract No. 2, situated in the City; changing said property from Industrial Park (M-3) to Commercial (C-2); and providing for an effective date.**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Ordinance 2022-05 amending the Zoning Ordinance of the City and changing the Zoning District as to approximately 8.0 acres of land, being a portion of W.H. Anderson #197, Abstract No. 2, situated in the City; changing said property from Industrial Park (M-3) to Commercial (C-2); and providing for an effective date. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider the approval of Ordinance 2022-02 on second reading to 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.

Brian Vorauer, Patrol Lieutenant, reviewed the Noise and Sound Level Regulation history and the process used when going to a call related to noise and sound. He explained the noise complaint map, different scenarios of noise calls, and the decibel level measurements taken.

The City Council discussed the maximum fine that could be set by the Municipal Court Judge. They also discussed the residential nighttime hours. They also discussed the process for habitual STR violators. They discussed self-monitoring and tracking of the sound citations. They also discussed going in the field and assessing the different decibel levels.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Musselman, to approve Ordinance 2022-02 on first reading and bring back for second reading to 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. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

D. Consider the approval of a Resolution 2022-01R approving submission of the Application for the Fredericksburg Police Department Patrol Officer Grant.

Brian Vorauer, Patrol Lieutenant, reviewed the proposed grant request. He also reviewed the need for an additional officer.

The City Council discussed the need for an additional officer and where the grant funding is coming from.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O'Neill, to approve Resolution 2022-01R approving submission of the Application for the Fredericksburg Police Department Patrol Officer Grant. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

9. OTHER ACTION ITEMS AND UPDATES

A. Consider the appointments to fill a vacancy on the Planning and Zoning Commission and Zoning Board of Adjustments (This Agenda Items was taken up after the Executive Session).

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to appoint the following vacancies:

Planning and Zoning Commission-Cynthia Scroggins

Zoning Board of Adjustments-Clay Sears

Zoning Board of Adjustments-Anna Wise Wynne-Smith pending verification of residency.

The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

10. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

Ruben Aguilar, City resident, regarding the government practices.

Jerry McCorkle, City resident, spoke regarding STRs.

Edward Rode, County resident, spoke regarding the City utility bills.

Tom Marschall, City resident, spoke regarding the American Rescue Funding Act.

MaryLee Marschall, City resident, spoke regarding the American Rescue Funding Act.

George Studor, City resident, spoke regarding the Disaster Declaration and the outstanding performance of Daniel Jones, City Attorney.

Wesley Hesker, City resident, spoke regarding the American Rescue Funding Act (he also provided written comments).

Germain Charmaine, City resident, spoke regarding how STRs related to noise and sound ordinance.

Lauren Smith, City resident, spoke regarding STR owners.

Jeannette Hormuth, City resident, spoke regarding Citizen Seize and Assistance Affidavit the City Council was served on January 3, 2022. (She provided additional 76 signed Affidavits at 8:03 p.m.).

Tammy Pack, City resident, spoke regarding STRs.

11. CITY MANAGER REPORT

A. January 31 Council Work Session

Kent Myers, City Manager, reviewed the Agenda Items for the City Council Special Meeting and stated the meeting will begin at 1 p.m. and be held at the Cardinal Room.

B. Short-Term Rentals (STR) Regulations-Next Steps

Kent Myers, City Manager, reviewed the next step in the STR process. He noted the Planning and Zoning Commission will be holding a meeting on Wednesday, January 12, 2022, at 6 p.m. at the University Center at 6 p.m. to discuss the proposed changes to the ordinance.

C. Planning for 2024 Eclipse Event

Kent Myers, City Manager, stated the 2024 Eclipse would include Fredericksburg as one of the best viewing places, so the planning for the event has begun.

D. Recent Personnel Changes

Kent Myers, City Manager, reviewed the recent retirements and the current job openings.

12. CITY COUNCIL COMMENTS

Councilmember Watson stated the Gillespie County Airport currently has 100 T Hangers rented and 18 people on the rental waiting list. He also noted that there are 22 students presently in-Flight School, fuel sales for 2021 were \$530,000 fuel and \$403,000 in jet fuel.

Councilmember Luckenbach stated Gillespie County Commissioners appointed Commissioner Schuch as Pro-Tem and set their County's HOT procedures. He also reported that the Market Square Redevelopment Commission dedicated the playground this morning, Phase II fundraising has been completed, and they will soon be starting on Phase III.

Councilmember Musselman reported he attended the playground ribbon cutting. He also stated he has read the affidavits related to the American Rescue Funds and discovered that 51% of those who have signed the affidavits live outside the City limits.

Councilmember O'Neill reported that the Disaster Declaration should remain in effect until the positivity rate of the new COVID version goes down.

Mayor Kiehne reported that FISD needs mentoring and for those interested, please get in touch with the school.

13. ITEMS FOR FUTURE AGENDA

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

14. EXECUTIVE SESSION

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

- A. Consider and discuss the appointments to fill vacancy of Planning and Zoning Commission and Zoning Board of Adjustments (Section 551.074) and**
- B. Consider and discuss the annual evaluation of the City Attorney (551.074).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of the Regular Meeting and into Executive Session at 8:36 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go out of the Executive Session and into the Regular Meeting at 9:22 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

15. BUSINESS ITEM

Following Executive Session action was taken on Agenda Item 9 A. as noted above.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to set the salary for Daniel Jones, City Attorney at a rate of \$143,000 effective immediately. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

16. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to adjourn the Tuesday, January 18, 2022, City Council Regular Meeting at 9:26 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: February 1, 2022
TO: Mayor and City Council
FROM: Brian Vorauer, Patrol Lieutenant
SUBJECT: Noise and Sound Level Regulation – Second Reading

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 in which the noise or sound is measured in residential areas.

Recommendation:

It is recommended that the City Council approve the revised Article VI. Noise and Sound Level Regulation Section 20-208 through Section 20-211.

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 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

The City of Fredericksburg

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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 and clean edit of the proposed Article VI Noise and Sound Level Regulation.



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

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) a minimum of 10 feet from any 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 zoned areas, and all measurements shall be taken toward the source of the sound; or
 - (2) a minimum of 10 feet from 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 zoned areas, 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



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

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.

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- (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.
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 - 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;
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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).

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- (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.
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- (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.
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- (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.

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- (b) Measurements of sound shall be taken from either:
- (1) ~~the a minimum of 10 feet from any~~ 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),~~ ~~zoned areas,~~ and all measurements shall be taken toward the source of the sound; or
 - (2) ~~a minimum of 10 feet from~~ 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 ~~zoned 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: February 7, 2022

TO: Mayor and City Council

FROM: Jason Lutz

SUBJECT: Consider an ordinance for an Involuntary Annexation, Proposed Future Land Use changes, and proposed Zoning categories of Area 6A & 6B of the City's Annexation Plan.

1. INVOLUNTARY ANNEXATION OF APPROXIMATELY 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.
2. 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) FOR APPROXIMATELY 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.
3. PROPOSED ZONING OF "SINGLE-FAMILY RESIDENTIAL" (R1), "MIXED RESIDENTIAL" (R2), AND "NEIGHBORHOOD COMMERCIAL" (C1) FOR APPROXIMATELY 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.

Summary:

The proposed annexation includes all properties that have frontage on Post Oak Road between Live Oak Street and Bowie Street, and those properties fronting on the Cherry Street extension to the north of Bowie Street. The attached map shows the properties in question. Resolution 2019-06R, adopted by the City Council on May 14, 2019, identified the properties in question as Area 6A and 6B. Area 6A included approximately 40.71 acres and area 6B approximately 42.62 acres, a map of the area is attached. The property is characterized by residences, vacant land, and some commercial businesses.

Once the properties are annexed into the City Limits, a zoning classification for each property must be established, based on the future land use plan. The FLUP calls out these areas as Rural Residential, Commercial, and Low Density Residential.

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

The City of Fredericksburg

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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).

At this time two landowners parcel numbers 16 and 24, shown on the attached map, were removed from the annexation area.

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.

Approve the involuntary annexation of the parcels shown on the "Updated Annexation Area" map.

Approve the future land use changes as recommended by the P&Z Commission.

- 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).

Approve the proposed zoning districts as recommended by the P&Z Commission.

- That tract #2 (southeast corner of S. Bowie St. and Post Oak Rd. intersection) be zoned as R1 instead of C1.

Attachments: Map of original proposed annexation area, map of updated annexation area, original proposed Future Land Use map, P&Z recommended land use map, original proposed zoning map, P&Z recommended zoning map, and draft ordinances.



Department Approval

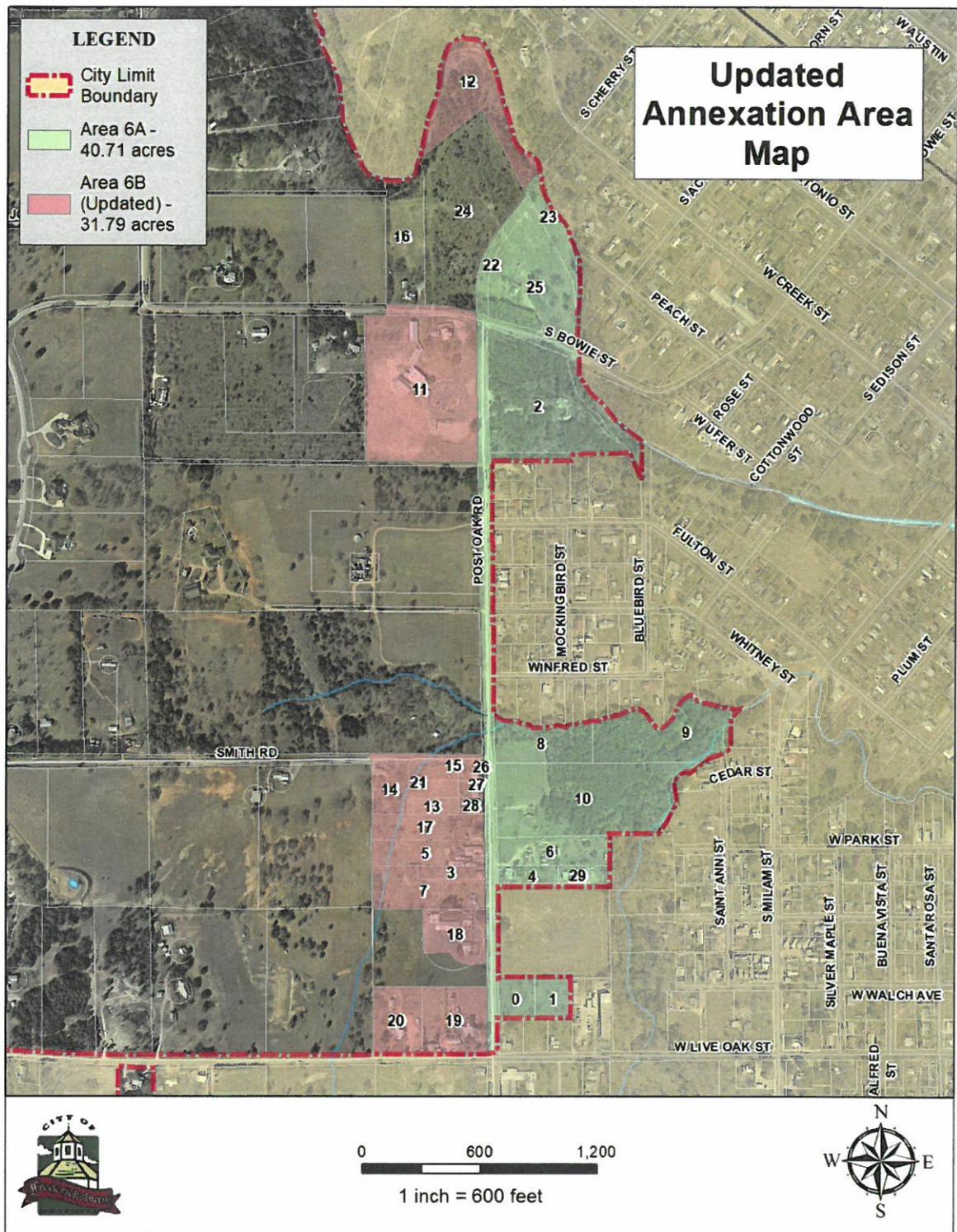


City Manager Approval



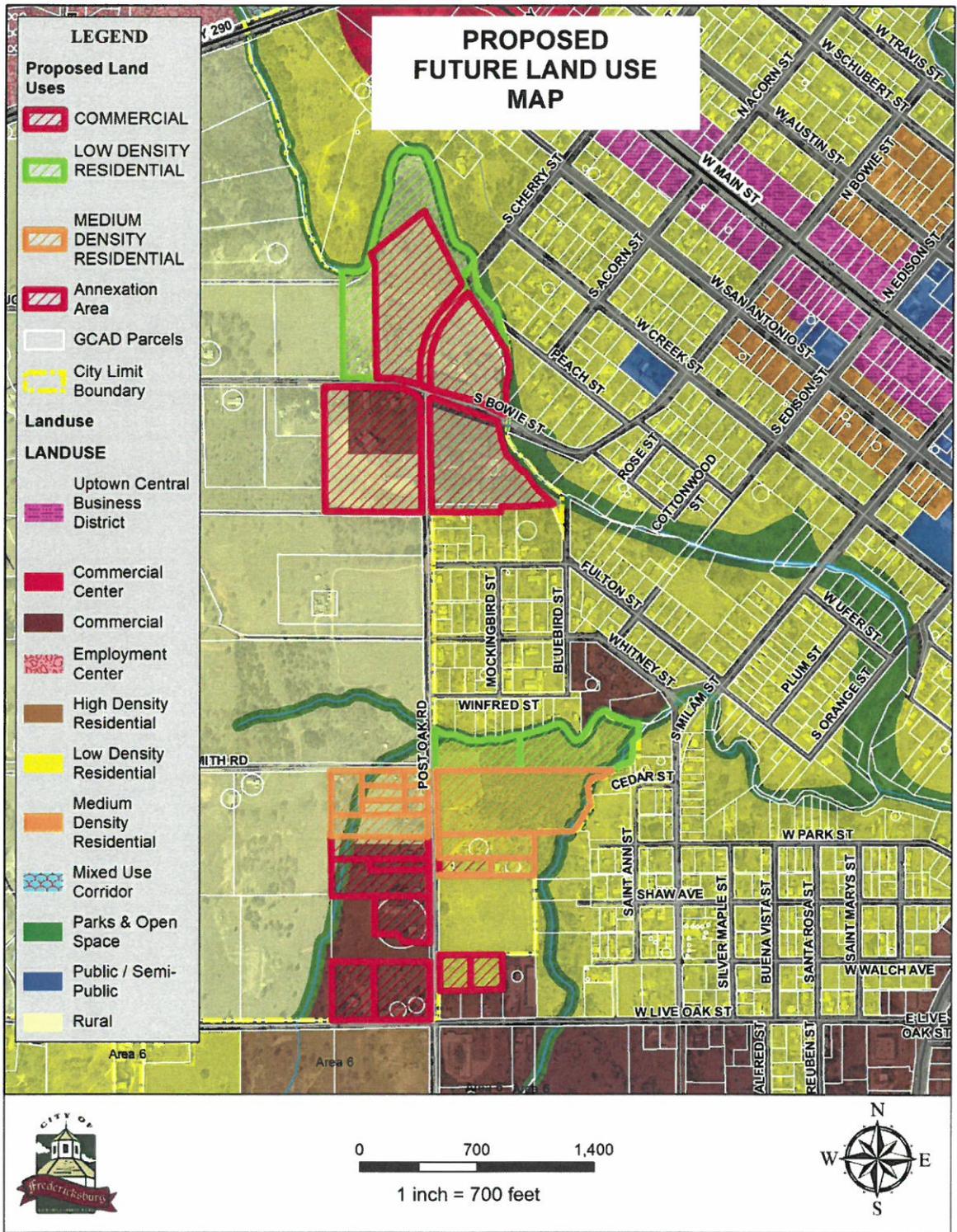
City Attorney Approval

The City of Fredericksburg



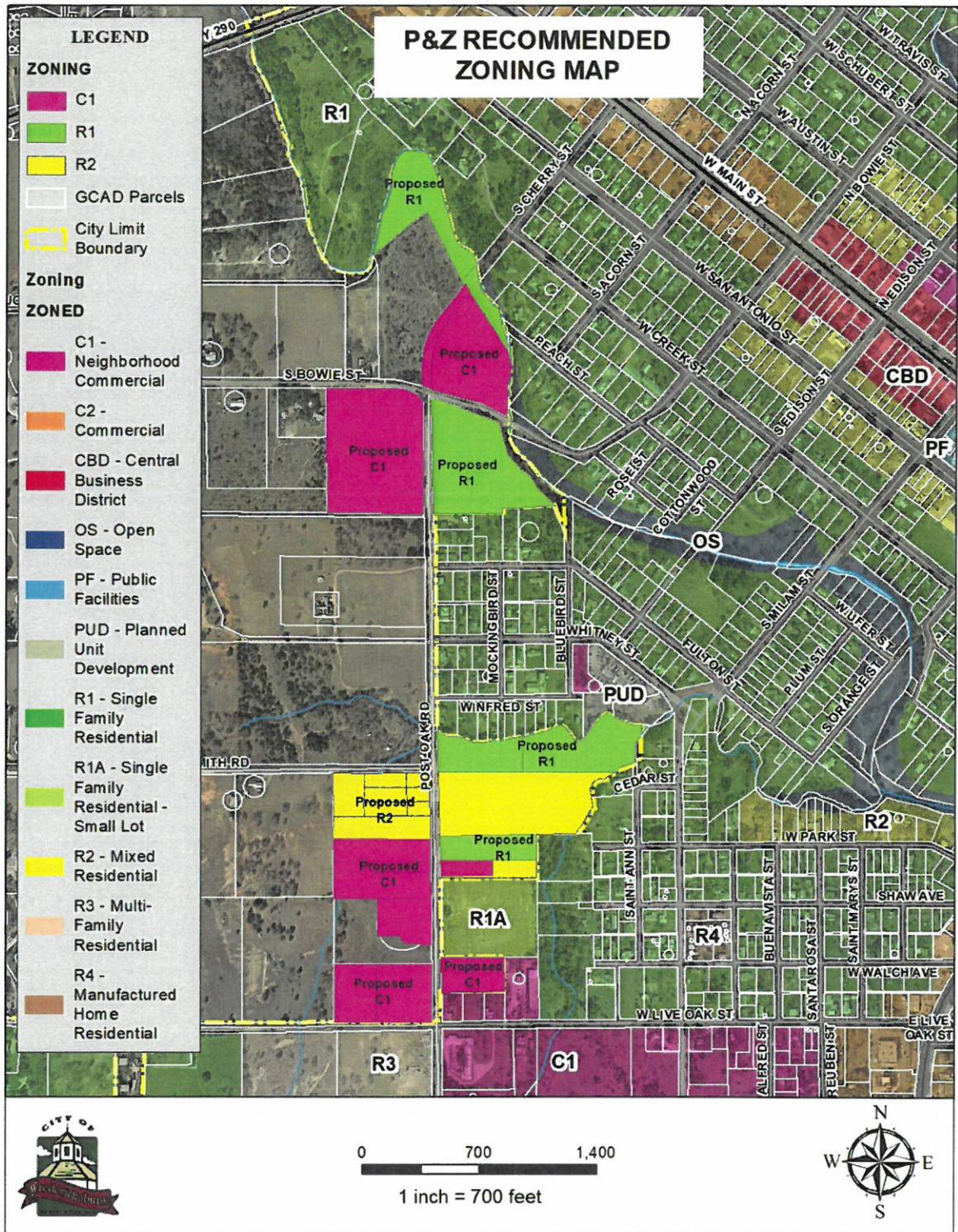
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ORDINANCE NO. 2022-06

AN ORDINANCE ANNEXING TO THE CITY OF FREDERICKSBURG, TEXAS APPROXIMATELY 72.50 ACRES OF LAND, LOCATED ON THE WEST AND EAST SIDES OF POST OAK ROAD, FROM W. LIVE OAK TO 2,800 FEET NORTH OF S. BOWIE STREET, GILLESPIE COUNTY, TEXAS; 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 ADOPTING AN ANNEXATION SERVICE PLAN FOR THE EXTENSION OF MUNICIPAL SERVICES INTO SAID TERRITORY AND THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES RELATED TO SUCH ANNEXATION.

WHEREAS, the City of Fredericksburg has previously instituted annexation proceedings for the following tracts or parcels of land totaling approximately 72.50 acres of land (the "Property") situated in Gillespie County, Texas, being more particularly described as shown on a map in Exhibit "A", copies of which are attached hereto and incorporated herein by reference; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has heard arguments for and against the annexation of such Property at two (2) public hearings in accordance with Section 43.063 of the Local Government Code of the State of Texas and after having been requested to annex such Property by the owners thereof; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has determined that said Property is contiguous and adjacent to the limits of the City of Fredericksburg, Texas; that the said Property to be annexed meets all requisites of law for annexation, and that such Property should be annexed to the City of Fredericksburg, Texas, and the corporate limits of the City of Fredericksburg, Texas should be extended so as to include such territory; and that the City Council of the City of Fredericksburg, Texas, by the provisions of the Local Government Code of the State of Texas, and the Charter of the City of Fredericksburg, has the power to annex such Property.

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

Section 1. That the Property is hereby annexed to the City of Fredericksburg, Texas;

that the corporate limits of the City of Fredericksburg, Texas, be and they are hereby extended so as to include such Property within the city limits of the City of Fredericksburg, Texas; and that said Property shall hereafter be included within the territorial limits of the City of Fredericksburg, Texas.

Section 2. That the present and future inhabitants of such Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Fredericksburg, Texas; and that the inhabitants of such Property shall be bound by any and all the acts, ordinances, resolutions and regulations of the City of Fredericksburg, Texas.

Section 3. That the Service Plan for the extension of municipal services to the Property, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, is hereby adopted by the City Council of the City of Fredericksburg, Texas, contemporaneously with the adoption of this Ordinance.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

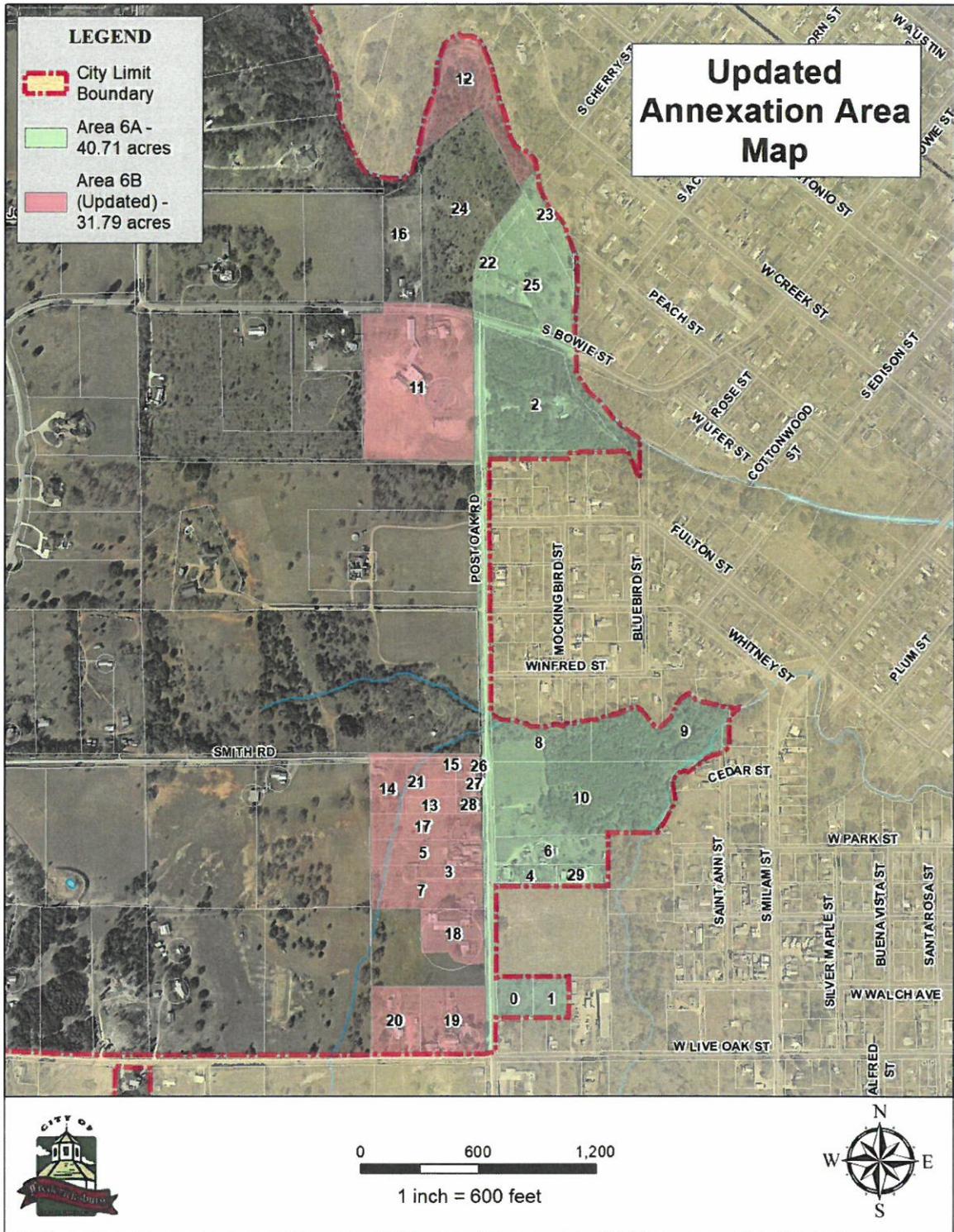


EXHIBIT "A"

City of Fredericksburg
Annexation Service Plan for
Post Oak Road Annexation Parcel

I. TERRITORY

This service plan is applicable to approximately 72.50 acres of land located along the West and East Sides of Post Oak Road, from West Live Oak to 2,800 feet North of South Bowie Street, in Gillespie County, Texas (the "Annexation Parcel"), as additionally shown on a map of the area set forth in Exhibit A.

II. GENERAL PROVISIONS

a. Effective Term. This service plan shall be in effect for a ten-year period commencing on the effective date of the annexation.

b. Amendment or Renewal. This service plan may be amended from time to time as provided by Local Government Code. Renewal of this service plan shall be at the sole option of the Fredericksburg City Council.

c. Intent. It is the intent of the City of Fredericksburg that this service plan shall provide for the delivery of full municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed area. The delivery of municipal services may be accomplished through any means permitted by law.

d. Level of Services to be Provided. It is the intent of the City of Fredericksburg to provide the level of services required by State law. The City Council finds and determines that the level of services, infrastructure and infrastructure maintenance provided within the area prior to annexation is not greater than is provided in the City. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with reasonably similar topography, land use, and population density. The City Council finds and determines that implementation of this plan in the manner proposed will not reduce the level of fire, police, and emergency medical services available within the City.

III. SERVICES TO BE PROVIDED AT ANNEXATION

The following services will be provided within the annexed area immediately upon the effective date of the annexation. In the case of a gated subdivision, it will be the responsibility of the Property Owners Association (POA) of the gated subdivision to allow timely emergency service access and City staff access, particularly in cases where the access mechanism changes on or after annexation.

a. Police Protection. The City of Fredericksburg Police Department will provide police services, including criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. It is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the City of Fredericksburg Police Department headquarters, located at 1601 E. Main Street.

b. Fire Protection and Emergency Medical Services. The City of Fredericksburg Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The City of Fredericksburg Emergency Medical Services (EMS) Department will provide primary EMS services within the annexed area. Firefighters may be dispatched to the scene of accidents or other medical emergencies to assist EMS personnel or to provide “first responder” services pending the arrival of EMS personnel.

c. Solid Waste Collection. The City provides fee based household garbage collection services to single family residences within the City. The City provides a single drop off location for recycling collection within the City. The City does not collect garbage from commercial establishments. Commercial garbage collection and disposal and/or recycling and is available from privately owned collection businesses.

The City currently provides residential garbage collection at the street curb using an automated collection system that requires use of specific collection containers. In accordance with the City’s current policy, each residential garbage customer will be provided a collection container for waste disposal. The City does not currently provide recycling collection at the street curb.

Privately owned solid waste management service providers currently provide collection services within the annexed area and may continue to provide such services. Pursuant to Local Government Code, at any time before the second anniversary of the date an area is included within the corporate boundaries of a the City by annexation, the City may not (1) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or (2) offer solid waste management services in the area unless a privately owned solid waste management service provider is unavailable. The City will commence residential collections services prior to the second anniversary of annexation if

requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

d. Maintenance of Water and Wastewater Facilities. The annexation territory is not currently within the service area of the City of Fredericksburg. The extension of City utility services to areas not within the service area of another water or wastewater utility service provider will be provided in accordance with the City's capital improvement plan described in Article IV of this service plan, and the City's water and wastewater utility extension policies that are described in Article V of this service plan.

The City does not maintain privately owned water wells or septic or aerobic wastewater systems. Property owners who currently have water wells, septic or aerobic wastewater systems may keep them as long as they are maintained in proper working order. When City wastewater disposal facilities are available to serve existing development the City may require connection to the City system instead of permitting the installation of new septic or aerobic disposal systems. Mandatory connection to the City wastewater system will not be required where existing systems remain in good working order and do not present a threat to public health or safety.

e. Maintenance of Roads, Streets, Street Lighting, and Drainage Infrastructure. The City is currently not responsible for the maintenance of public roads, streets, street lighting, and drainage infrastructure in the annexed area.

The City will assume the responsibility for maintenance of public roads, streets, street lighting, and drainage infrastructure previously accepted for maintenance by official action of the Commissioners Court of Gillespie County. Any such roads, streets, street lighting, or drainage infrastructure formerly maintained by Gillespie County that become subject to City maintenance will be maintained in a condition which is at least equal to the Gillespie County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard.

It is the responsibility of a developer to construct or provide new roads, streets, street lighting, and drainage infrastructure necessary to serve the demands of new development in the areas to be annexed. The City may accept the dedication of public streets and/or drainage infrastructure constructed in accordance with applicable development regulations of the City.

f. Maintenance of Parks, Playgrounds and Swimming Pools. There are no public parks, public playgrounds, or public swimming pools within the area to be annexed.

g. Maintenance of any other Public Building, Facility or Service. Annexation does not transfer ownership of public buildings, facilities or services,

all of which should continue to be maintained or provided by the public entity that currently owns or provides them. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

An appropriate City Department will be assigned to assume responsibility for the maintenance or provision of any required facilities or services which become the responsibility of the City and are not expressly provided for by this service plan.

IV. CAPITAL IMPROVEMENTS PLAN

Construction of the following capital improvements related to the annexation will be substantially completed within 2½ years, except for certain services that the City cannot reasonably provide within that period, and for which the City proposes a schedule set forth below to provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation.

a. Police Protection. No additional capital improvements are needed at this time to provide police services.

b. Fire Protection. No capital improvements are needed at this time to provide fire protection services.

c. Solid Waste Collection. No capital improvements are needed at this time to provide solid waste collection services.

d. Water and Wastewater Facilities. The City cannot reasonably provide full water and wastewater services to the annexed area within 2½ years. To provide for the provision of full municipal water and wastewater services to the annexed area no later than 4 ½ years after the effective date of the annexation, the City proposes a schedule set forth below:

Water Service - Design and construction of water infrastructure including, but not limited to water lines, water valves, fire hydrants, and other appurtenances necessary.

Design of water line infrastructure to be complete by May 2023.

Construction of water line infrastructure to be complete by September 2025.

Wastewater Service - Design and construction of wastewater infrastructure including, but not limited to gravity sanitary sewer system, and other appurtenance necessary.

Design of wastewater infrastructure to be complete by May 2023.

Construction of wastewater infrastructure to be complete by September 2025.

e. Roads, Streets, Street Lighting, and Drainage Infrastructure. No new roads, streets, street lights, or drainage infrastructure is needed at this time. It will be the responsibility of a developer of any property to provide the new roads, streets, and drainage infrastructure necessary to serve new development within the annexed area.

f. Parks, Playgrounds and Swimming Pools. No capital improvements are needed at this time to provide recreational services.

g. Other Public Buildings, Facilities or Services. No capital improvements are needed at this time to provide other public services.

V. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The City provides fee based water and wastewater services to the portions of the City which are not within the service area of another water or wastewater utility provider. For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the City's standard requirements. Upon construction and dedication by the owner/developer the City may agree to provide services via the facilities and thereafter to maintain them.

Facilities necessary to serve any new development are generally provided at the sole cost of the developer. Such facilities include not only those which are located within the developer's property, but also any exterior mains which must be extended to connect the property under development to the point of connection with the City's existing facilities. The City need not compensate the developer for the ordinary costs of extending exterior mains.

The City may require that the developer provide oversized water or wastewater facilities. In such cases the City will pay the reasonable cost of such oversizing. Whether or not a particular line sizing constitutes "oversizing," is determined upon the basis of generally accepted sound engineering design practices.

In newly annexed areas the City examines the need for line extensions to serve existing development that does not currently receive water or wastewater

services. The City will determine the need for the construction of lines and facilities to serve existing development after giving due consideration to the topography, land use, population density, the adequacy of existing private water wells and septic tanks and anticipated levels of demand. The City will not undertake line extensions to serve such existing development unless the new lines will be logical, reasonable and prudent extensions of the City's existing facilities. From time to time, upon the request of an interested property owner the City will consider whether or not line extensions previously deemed unnecessary have become necessary as a result of changed conditions. The City may recover the capital costs of extending water or wastewater facilities to serve existing development through the use of impact fees, assessments or any other method authorized by law.

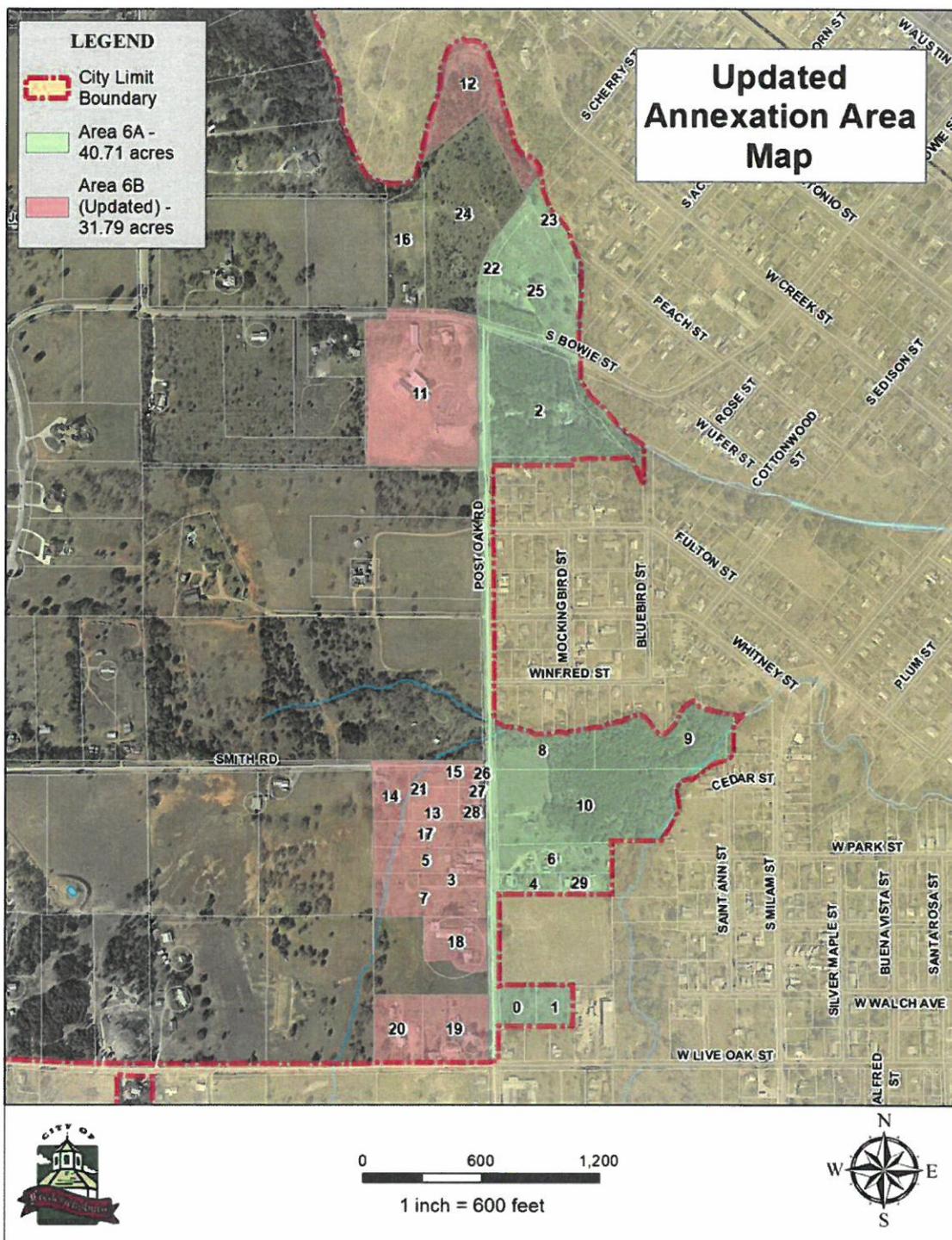


Exhibit A

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING A CHANGE IN THE COMPREHENSIVE PLAN OF THE CITY OF FREDERICKSBURG, SPECIFICALLY IN THE LAND USE MAP, AS TO APPROXIMATELY 72.50 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; CHANGING SAID PROPERTY 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); PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said land being known as APPROXIMATELY 72.50 ACRES OF LAND, LOCATED ON THE WEST AND EAST SIDES OF POST OAK ROAD, FROM

W. LIVE OAK TO 2,800 FEET NORTH OF S. BOWIE STREET, and as additionally shown and designated on the map attached hereto as Exhibit A, are hereby designated as LOW DENSITY RESIDENTIAL (LDR), MEDIUM DENSITY RESIDENTIAL (MDR), AND COMMERCIAL (C), as shown in Exhibit A.

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

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

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

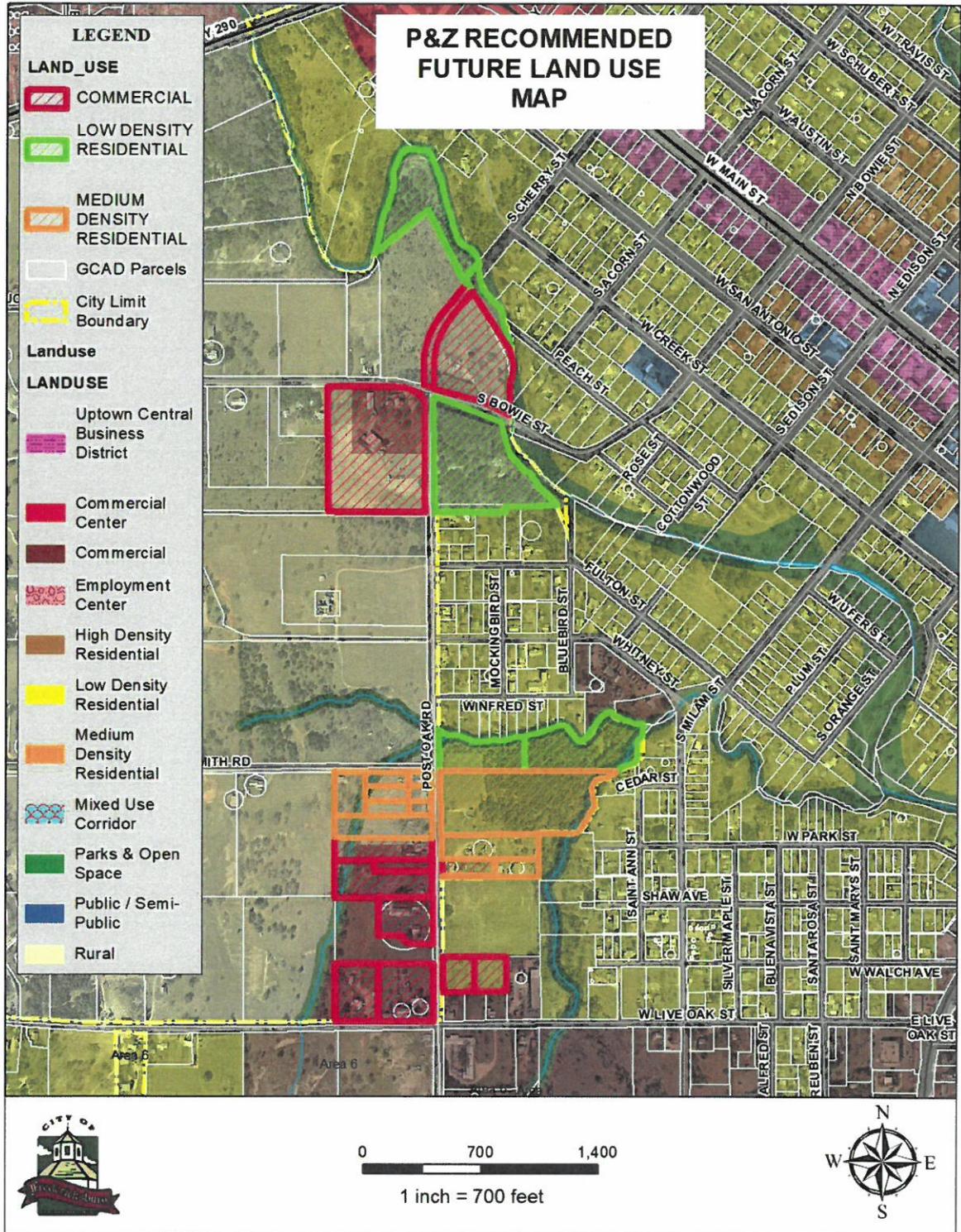
ATTEST:

Shelley Goodwin, City Secretary, TRMC

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney

EXHIBIT "A"



ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND ESTABLISHING THE ZONING DISTRICT AS TO APPROXIMATELY 72.50 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, SITUATED IN THE CITY OF FREDERICKSBURG, TEXAS; ESTABLISHING SAID PROPERTY AS SINGLE-FAMILY RESIDENTIAL (R1), MIXED RESIDENTIAL (R2), AND NEIGHBORHOOD COMMERCIAL (C1); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for Rezoning has been submitted by the City described as APPROXIMATELY 72.50 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 in the City of Fredericksburg, Texas, to establish the zoning district of said property upon annexation; and

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

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

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

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

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

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said lots being described as APPROXIMATELY 72.50 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 in the City of Fredericksburg, Texas, and as additionally shown and designated on the map attached hereto as Exhibit A, to be and are hereby rezoned and designated as SINGLE-FAMILY RESIDENTIAL (R1), MIXED RESIDENTIAL (R2), AND NEIGHBORHOOD COMMERCIAL (C1) as shown on Exhibit A.

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

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

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

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: February 1, 2022

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Reimbursement Resolution-Public Safety Building Architectural Services

Summary:

At Monday's City Council meeting one of the agenda items is the consideration of contracting for architectural services for preliminary design of a new Public Safety building. The Council has recently discussed the possibility of using General Obligation (GO) bonds for funding this facility. The attached resolution would allow the City the option of charging the costs for these architectural services to the bonds if they are issued in the future.

Recommendation:

It is recommended that the attached reimbursement resolution prepared by our bond legal counsel be approved.

Background / Analysis:

Attachments:

Letter from Bond Counsel
Proposed Reimbursement Resolution

The City of Fredericksburg

Department Approval



City Attorney Approval



City Manager Approval

The City of Fredericksburg

RESOLUTION 2022-02R

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

WHEREAS, the City Council (the *Governing Body*) of the City of Fredericksburg, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) (a) constructing, acquiring, purchasing, renovating, equipping, and improving the City's public safety facilities, and (b) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iv) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (v) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

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

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

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$9,000,000 to finance a portion of the costs of the Project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 7th day of February, 2022.

CITY OF FREDERICKSBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §
 §
CITY OF FREDERICKSBURG §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 7th day of February, 2022, the City Council (the *Council*) of the City of Fredericksburg, Texas (the *City*) convened in regular session at its regular meeting place in the City Hall of the City (the *Meeting*), the duly constituted members of the Council being as follows:

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

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

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

was introduced and submitted to the Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Councilmember _____ that the Resolution be finally passed and adopted in accordance with the City’s Home Rule Charter and other applicable law. The motion was seconded by Councilmember _____ and carried by the following vote:

__ voted “For” __ voted “Against” __ abstained

all as shown in the official Minutes of the Council for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Council of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this 7th day of February, 2022.

City Secretary,
City of Fredericksburg, Texas

(CITY SEAL)



CITY COUNCIL MEMO

DATE: February 1, 2022
TO: Mayor and Councilmembers
FROM: Shelley Goodwin, TRMC, City Secretary
SUBJECT: Calling May 7, 2022, City General Election

Summary: The period for Ordering a General Election is Monday, January 24, 2022 -Friday, February 18, 2022.

Recommendation: City staff is recommending the approval of the Order.

Background / Analysis: The uniform election date is Saturday, May 7, 2022, and the purpose of the General Election is to elect a Mayor and two City Councilmembers.

The recent State Legislation Sessions have made some changes to the Ordering of Elections which include:

- The Election Order must state the Early Voting Clerk's mailing address, street address at which the clerk can receive mail, phone number, e-mail address that can receive correspondence from the public and website.
- The Election Order must designate which location is the Main Early Voting Location.
- Removes the obligation for the City of have two (2) 12-hour days during Early Voting.

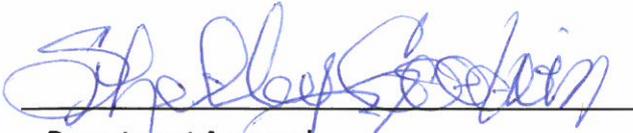
If the City Council chooses to hold two (2) 12-hour days, Staff recommends holding those on Tuesdays from 7 a.m. -7 p.m.

This Order provides for Early Voting on Saturday, April 30th from 8:30 a.m.-11:30 a.m.

Attachments:

Order of General Election

The City of Fredericksburg


Department Approval


City Manager Approval


City Attorney Approval

The City of Fredericksburg

ORDER OF GENERAL ELECTION FOR CITY
OF FREDERICKSBURG, TEXAS
*(ORDEN DE ELECCION GENERAL PARA
CIUDAD DE FREDERICKSBURG, TEXAS)*

An election is hereby ordered to be held on Saturday, May 7, 2022 for the purpose of electing a Mayor and two Councilmembers.

(Se ordena que se celebre una elección el sábado 7 de mayo de 2022 con el propósito de elegir un alcalde y dos concejales.)

Early Voting by personal appearance will be conducted at the:

(La votación anticipada por comparecencia personal se llevara a cabo en:)

Girl Scout Cabin (Main Early Voting location)

202 W. Austin Street

Fredericksburg, Texas 78624

Monday <i>(Lunes)</i>	April <i>(Abril)</i>	25th	7:30 a.m.	to <i>(para)</i>	4:30 p.m..
Tuesday <i>(Martes)</i>	April <i>(Abril)</i>	26th	7:30 a.m.	to <i>(para)</i>	4:30 p.m.
Wednesday <i>(Miercoles)</i>	April <i>(Abril)</i>	27 th	7:30 a.m.	to <i>(para)</i>	4:30 p.m.
Thursday <i>(Jueves)</i>	April <i>(Abril)</i>	28th	7:30 a.m.	to <i>(para)</i>	4:30 p.m.
Friday <i>(Viernes)</i>	April <i>(Abril)</i>	29th	7:30 a.m.	to <i>(para)</i>	4:30 p.m.
Saturday <i>(Sabado)</i>	April <i>(Abril)</i>	30th	8:30 a.m.	to <i>(para)</i>	11:30 a.m.
Monday <i>(Lunes)</i>	May <i>(Abril)</i>	2nd	7:30 a.m.	to <i>(para)</i>	4:30 p.m.
Tuesday <i>(Martes)</i>	May <i>(Abril)</i>	3rd	7:00 a.m.	to <i>(para)</i>	7:00 p.m.

Election Day Polling Places for the General Election will be conducted at the:

(Los lugares de votación para las elecciones generales se llevarán a cabo en el:)

Precinct 1 through Precinct 4

Fredericksburg Middle School Library

110 W. Travis Street

Fredericksburg, Texas 78624

The Election Day Polling Places for the General Election shall be open from 7:00 a.m. to 7:00 p.m. on May 7, 2022, in accordance with and pursuant to the requirements of the Texas Election Code.

(El Lugar de Votacion def Dia de las Elecciones para las Elecciones Genera/es estara abierto a partir de las 7:00 a.m. para 7:00p.m. def 7 de mayo de 2022, de acuerdo con y de acuerdo



CITY COUNCIL MEMO

DATE: February 1, 2022

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

SUBJECT: Reconsideration of the July 19, 2021, City Council Meeting Minutes

Summary:

Tom Marschall has spoken at several meetings regarding his comments in the July 19, 2021 City Council Meeting Minutes. The City Council can vote to reconsider the minutes and change the wording or leave the minutes as is.

Recommendation:

If the City Council votes to reconsider the minutes, then Staff recommends the minutes be changed to the current process-name, residency, and topic.

Background / Analysis:

In order to reconsider the City Council will need to make a motion to reconsider the July 19, 2021 City Council Regular Meeting Minutes and vote on the motion. A separate motion and second will need to be made to amend the minutes and providing the wording on how you want the minutes to read, and then a vote on the motion.

Attachments:

July 19, 2021 Regular Meeting Minutes
Transcript of the section of Tom Marschall's comments

The City of Fredericksburg

Tom Marschall's wording he wants in the July 19, 2021 Minutes



Department Approval



City Manager Approval

The City of Fredericksburg

- Finance Department recognized by GFOA with the Distinguished Budget Presentation Award
- Thank you to Officer Luke Smith for his assistance with 2 felony cases
- Thank you to the Street Department for their professionalism when paving Tanglewood.

5. PUBLIC COMMENTS

Kimberly Lams, City resident, provided a quote from Leo Tolle and spoke about freedom of choice. She spoke regarding the COVID vaccine and provided a handout from Vaers regarding COVID Vaccine Data.

Tom Marschall, City resident, spoke regarding the Texas Constitution and feels that any directive related to COVID voids the Constitution.

Marylee Marschall, City resident, spoke regarding the rights of individuals and how some people cannot wear a mask. She also spoke regarding individuals being denied health care services due to not wearing a mask.

Connie Herman Vass, Gillespie County, encouraged the City Council to keep Town Pool and add the splash pad.

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 City Council Minutes (Shelley Goodwin, City Secretary)

- i. July 1, 2021 Workshop
- ii. July 6, 2021 Workshop
- iii. July 6, 2021 Regular Meeting

B. Consider approval of hosting the Gillespie County Fair Parade on Main Street on Friday, August 27, 2021 at 10 a.m. (Jennifer Krupa, Special Events Coordinator).

C. Consider approval of a request from Gillespie County 4-H BBQ for two street closures (N. Crockett Street between W. Schubert and W. Travis; and W. Schubert between N. Crockett and N. Adams) on August 27, 2021, beginning at 10 a.m. and ending at 1 p.m. (Jennifer Krupa, Special Events Coordinator).

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O'Neill, to approve Consent Agenda items A. – C. The City Council voted four (4) for, and none (0) opposed.

7. PUBLIC HEARINGS

A. Hold a public hearing to receive citizen comments for or against two requests by Mark Sparrow (Z-2110) for the following (Jason Lutz, Development Services Director):

- i. **A Land Use change from, Medium Density Residential (MDR), to High Density Residential (HDR) on property located east of US Highway 87 South and south of Friendship Lane on a 10.143 acre tract of the proposed Friendship Oaks Subdivision.**
- ii. **A Land Use change from, Medium Density Residential (MDR), to Low Density Residential (LDR) on property located east of US Highway 87 South and south**

Tom Marschall Started at 13:01 with stating his name

"Finally got my answer to a question I've been looking for, in reference to whether or not the City of Fredericksburg has any immunity from damages that may occur from the Covid Vaccine. I'm glad to hear that yes we are immune... Except in a case of woeful misconduct. Now there is one of those legal terms that is very clear and concise. Everybody knows what it means. Yea it's a joke. To me woeful misconduct would be performing a conduct knowing that it is wrong and continuing that conduct. Up & till this point I don't know what is known. I want to get back to misconduct in a few minutes. Well less than a few minutes. Less than a few minutes. Our Texas Constitution specifies that any law that infringes on our constitutional rights is VOID. Article 1 section 28 I believe it is. Read it! We don't need a Judge's opinion on it. It is clear and concise that any law that effects our constitutional rights is void. Gov. Abbott, the minute he tried to shut down a bar and advise people not to go to church it nullified the 1975. Emergency Powers Act by doing that. I therefore contend that any directive related to Covid is also null and void. I'm here by informing you competent authority as one of your employers that your conduct and directive related to Covid have been wrongful. To continue that conduct could very easily be considered wrongful misconduct. I believe Gillespie County as having the highest % of millionaires per capita in the State. One of those people is all it takes to get the ball rolling in the wrong direction. Rest assured I hope that never happens. Please consider the facts. Thank you"

Ended at 16:01

19 July Minutes proposed correction.

Tom Marschall spoke about the State Constitution and the provision contained therein where laws or directives are null and void if they impact negatively on constitutional rights.



CITY COUNCIL MEMO

DATE: November 9, 2020
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Short-Term Rental (STR) Services

Summary:

The City is seeking to retain a new company to handle the STR permitting, address identification, rental activity monitoring, HOT tax collections and other services related to short-term rentals.

Recommendation:

It is recommended that the City Council approve a contract with Granicus effective April 1 for some or all the services outlined on page 3 of the attached proposal. The total annual costs for all of these services are \$53,951.02. However, some concerns have been expressed about the 24/7 hotline for reporting code enforcement complaints. If this service is eliminated from the contract, the total cost will be \$46,932.82. For purposes of comparison, the City's costs for services provided by Avenu Insight last year were \$130,334.

Background / Analysis:

For the past several years the City has contracted with Avenu Insight for STR services including permitting, address identification and HOT collections. While they have provided satisfactory services related to HOT collections, their other services provided to both the City and STR owners/reservation agencies have not been satisfactory. We have expressed our concerns to Avenu Insight representatives at several meetings over the past year and the concerns have not been fully addressed.

The City of Fredericksburg

So, about three months ago the City distributed a Request for Proposals for STR services to known vendors. Our preference was to retain a vendor that had direct experience providing a full complement of STR services to other municipalities. Following review of the proposals, the City selected two vendors, Granicus and GOV OS, as finalists for interviews. Interviews with both firms were conducted by a team of City staff members along with Sean Doerre from the CVB. We also requested that the STR Alliance be involved in the interview process since their members use the permitting portal and other services provided by the vendor. They recommended Tami Smith with Absolute Charm and Nancy Herndon with Hill County Vacations and they both participated in the interviews.

Following these interviews and verifications with references, the interview committee unanimously selected Granicus to provide these services. Granicus already provides STR services to many cities and Marble Falls has recently selected them as their STR company.

I have included a copy of the response to the RFP from Granicus along with their Master Agreement which the City Attorney has reviewed. I have also attached a copy of the Granicus proposal which outlines the services that they will provide. Prior to approval of this proposal, Council discussion is needed concerning the 24/7 hotline for reporting complaints about STRs. Although this hotline has been supported by the STR Alliance, one concern expressed was that the hotline could be considered as “tattle tale tool” for people to use against STRs. The Council needs to be aware of this concern and decide whether to include this service in the final contract with Granicus.

Attachments:

- Granicus Response to Request for Proposals
- Granicus Proposal
- Granicus Master Agreement

Department Approval



City Attorney Approval

City Manager Approval



GRANICUS



GRANICUS

Request for Proposal Specification
No. 22.1018STR-HOT-SUTA
for
for the City of Fredericksburg



Response Submitted by Granicus
Proposal Contact:

Mike Bozich
Mike.bozich@granicus.com
(303)529-5014

Submitted on
November 18, 2021



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Solicitation and Offer Form

	<h2>SOLICITATION AND OFFER</h2>	City of Fredericksburg Purchasing 126 W. Main St. Fredericksburg, TX 78624
Solicitation Number: 22.1018STR-HOT-SUTA Short-term Rental, Hotel Occupancy Tax and Sales & Use Tax Services	<input type="checkbox"/> Invitation for Bid (IFB) <input checked="" type="checkbox"/> Request for Proposal (RFP)	Date Issued: October 18, 2021
SOLICITATION		
Proposers must submit sealed proposals containing a signed original, 3 hard copies, and one electronic format (USB). Proposals will be received at the address shown above until: 3:00 P.M. (Central Time), November 18, 2021 Proposals received after the time and date set for submission will be returned, unopened, upon request.		
For information regarding this solicitation, contact: (NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)	Janelle Chapman Purchasing Coordinator – Finance Dept.	Phone: 830-990-2023 eMail: jchapman@fbgtx.org
OFFER		
(This portion must be fully completed by Proposer.) <i>In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.</i> CONTRACT AWARD WILL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA. SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.		
1) Proposer's State of Residence: <u>Minnesota</u> (Refer to information in Section 6.) 2) Prompt Payment Terms: <u>NA</u> % Discount if paid within <u>NA</u> days.		
Company Name and Address of Proposer: Granicus, LLC 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102	Name and Title of Person Authorized to Sign Offer: Jessica Yang, Sr Manager - Renewals Email Address: Bizcon@Granicus.com Phone Number: 1-800-314-0147 Fax Number: 651-665-0943	
Signature: 		Date: 10/27/2021
Name, Address, Email Address, and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer. (Applies to Request for Proposal only.)		Justin Bergmann RFP Specialist justin.bergmann@granicus.com 256-457-5270

Acknowledgement of Addenda

There have been no addenda issued at the time of shipping our response. We are shipping early due to the holiday schedule and current shipping delays.

Cover Letter

Dear Evaluation Committee,

Thank you in advance for allowing us the opportunity to present this proposal. Based on the background information provided in the RFP materials and our extensive experience delivering these services and software to 390+ cities and counties across North America such as San Antonio (TX), Nashville (TN), Steamboat Springs (CO), Summit County (CO), St. Johns County (FL), Midland (TX), and 14 other Texas communities we believe we are uniquely qualified to perform the work described and well-positioned to help Fredericksburg achieve its short-term rental ("STR") compliance goals.

We are excited about the opportunity to partner with Fredericksburg and confident that Granicus' govService Host Compliance (Host Compliance) solutions will be the best fit for your needs as we created this industry in 2015 and continue to be the innovator in the space (investing \$20M+ annually into R&D and Security). At the core of our Host Compliance product offering, we have our **Address Identification** module, which enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 60+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 full time human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals.

- **Compliance Monitoring:** Ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators.
- **Mobile Permitting and Registration:** Make your STR permitting processes available online and mobile enabled (includes cellphones and tablets), easy, and accessible. Guide applicants through what can otherwise be complex permitting workflows even if they are on the go!
- **Tax Collection:** Make tax reporting and collection easy for hosts and staff to submit and review online. Prompt for unreported periods and collect on back taxes.
- **Rental Activity Monitoring:** Provides you with estimated occupancy and rental revenue for each property based on machine learning modules unique to govService Host Compliance. Automatically identifies and flags audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

In this response, we will detail why the Host Compliance solution is the best fit for the Fredericksburg. Along with our amazing customer service, Fredericksburg will be provided an ongoing learning resource with Granicus University. Granicus continues to provide support before, during, and after the implementation. This ongoing support coupled with consistently delivering for its customers has led to a customer retention of

GRANICUS

98.9% as well as Granicus becoming the leader in solutions that support government transparency and civic engagement.

Sincerely,
Mike Bozich
Account Executive, Host Compliance

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

GRANICUS

EXECUTIVE SUMMARY

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider (390+). Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-regulation monitoring into one integrated platform. Granicus is serving more than 390 local governments with short-term rental ("STR") program management software today and since creating this industry has developed a deep understanding of what works and does not when it comes to bringing short-term rentals into compliance. The govService Host Compliance (Host Compliance) solution is widely regarded as the leader in the STR compliance monitoring and enforcement industry.

We are known for sharing best practices from working with our expanding customer base of local governments across North America, providing extensive support, and closely coordinating our activities with our clients. Furthermore, Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years and has a 98.9% customer retention rate.

Granicus is a leading government software company with more than 5,500 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. From a financial perspective, Granicus is extremely stable and invests more than \$20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs.

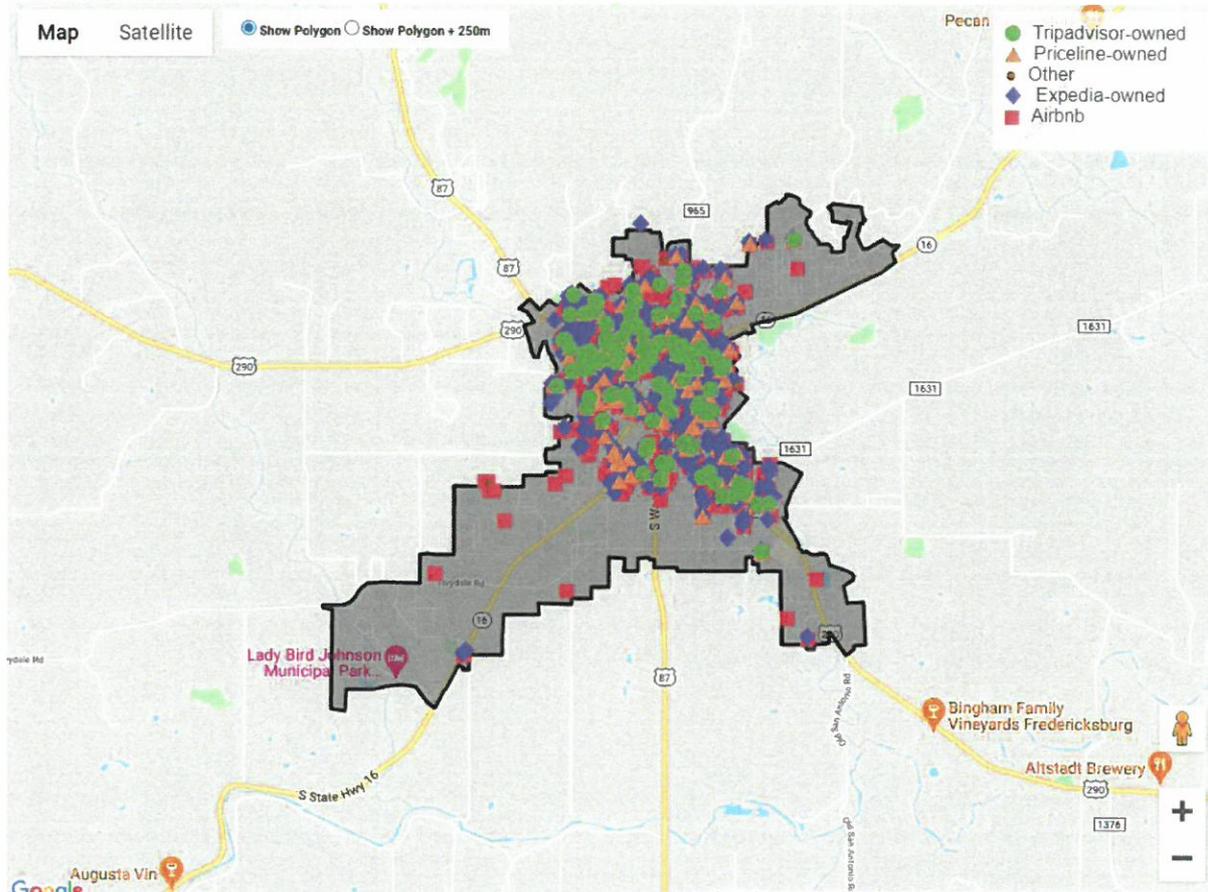
This deep expertise, customer focus, and data-driven approach to innovation would enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental compliance monitoring and enforcement solution that has been proven through widespread use in the local government space.

We believe that the Host Compliance solutions will enable Fredericksburg to meet its objective of permitting and collecting the proper amount of tax from short-term rentals in both the incorporated boundaries and ETJ of the City.

Our analysis of Fredericksburg's local market shows that the City's STR market is incredibly dynamic. To be specific, we have been analyzing Fredericksburg's STR market for the past year and one year ago we found 1,627 active listings. One year later, we find 1,852 active STR listings (1,114 unique STRs). This means that in just one year, STR listings in Fredericksburg grew by 13.8%. Moreover, this net growth-rate doesn't tell the whole story and hides the fact that during the same 1-year time-period 863 listings were deactivated, 15 listings were reposted, and 653 new listings were created,

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for a 47% annual turnover rate. We believe this is important as it highlights the dynamic nature of the short-term rental market and we believe we are the only firm that has the scale, technology, and experience to provide Fredericksburg with the quality of service it should receive.



In order to meet the requirements of Fredericksburg's RFP for monitoring and compliance for the 1,114 unique short-term rentals in Fredericksburg, we propose bundling our **Address Identification** solution, which forms the basis for the Host Compliance platform, with **Compliance Monitoring, Mobile Permitting & Registration, Tax Collection, and Rental Activity Monitoring**. The package would meet all the specifications in the RFP including the location, identification, and compliance verification of all STRs. For added details on our full suite of modules:

- **Address Identification** scans over 60 STR platforms for listings, deduplicates them, and leverages machine learning and a team of over 200 analysts to identify the addresses of listings. Our platform takes high-resolution screen shots of all active listings no less than every 3 days and provides full address and contact information for identifiable STR listings and all available listing information for non-identifiable STR listings, as well as other information, collecting and organizing over 150 different data points. This module is configured during implementation to assess permit and tax compliance. It also captures sufficient information for more advanced compliance

GRANICUS

monitoring by any number of parameters (e.g., minimum number of nights available for rent, number of bedrooms and bathrooms, etc.)

- Our **Compliance Monitoring** builds upon the functionality of the Address Identification by providing ongoing monitoring of STRs for permit and tax compliance coupled with systematic outreach and notification to illegal short-term rental operators
- Our **Mobile Permitting and Tax Collection** software offers a user-friendly and easy-to-administer solution for the permitting of any non-compliant STR, as well as offering the unique ability to bundle STR tax collection in the workflow (particularly beneficial in encouraging the collection of any back taxes that may be owed for registrants).
- For **Rental Activity Monitoring** (focused on occupancy and revenue) that goes beyond simply recording days blocked on a calendar and the number of reviews for a listing, as they do not account for calendars being blocked for a variety of reasons or how the number of reviews may dramatically underestimate activity. Host Compliance leverages advanced rental frequency and activity estimation algorithms (that were developed by deploying advanced statistical models and deep-learning AI) across our vast historical dataset and have been rigorously back-tested, against which the City can compare short-term rental self-reported occupancy and earnings.
- For local governments looking for ways to improve their ability to resolve STR-related neighbor concerns in real time, our **24/7 Hotline** (a staffed telephone and online hotline) is a cost-effective solution that enables the City to quickly setup and operate a cost-effective code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means. Our solution provides an online platform, phone line, and email address to report and resolve non-emergency complaints in real time, provide 24/7 customer support, resolve and/or refer complaints to proper authorities, and can provide weekly compliance reports with a summary of complaints received by STR and the resolution status of complaints received by STR.

Finally, a highly-capable Customer Success team that is dedicated to ensuring the City's effective use of the govService Host Compliance platform is included as part of our solution. We have worked with some of North America's most sophisticated cities such as Boston, Hollywood, Las Vegas, Los Angeles, Nashville, San Antonio, and Vancouver on their STR problems and bring that experience and expertise to all of our customers, large or small.

Professional Qualification and Experience

The Granicus Advantage

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post- ordinance monitoring into one integrated platform.

Granicus also offers added functionality across content creation, communications, records management, and digital engagement services. That means more is possible with a single vendor than ever before.

Office Locations

Washington D.C.

1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

Denver (HQ)

1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

Saint Paul (Contracts and Payment)

408 St. Peter St, Suite 600
Saint Paul, MN 55102
800.314.0147

Canada

250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

United Kingdom

The Beehive, City Place,
Gatwick, RH6 0PA
+44 (0) 800.032.7764

350+ PARTNERS

across North America using host compliance to identify short-term vacation rentals and enforce compliance

98% RETENTION

rate from our current customer base of local government leaders

DEDICATED CUSTOMER SUPPORT AND SUCCESS TEAMS

A robust implementation and customer success organization provide 24/7/365 support resources whenever you need them.

RECOGNIZED BY GOVTECH

Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years.

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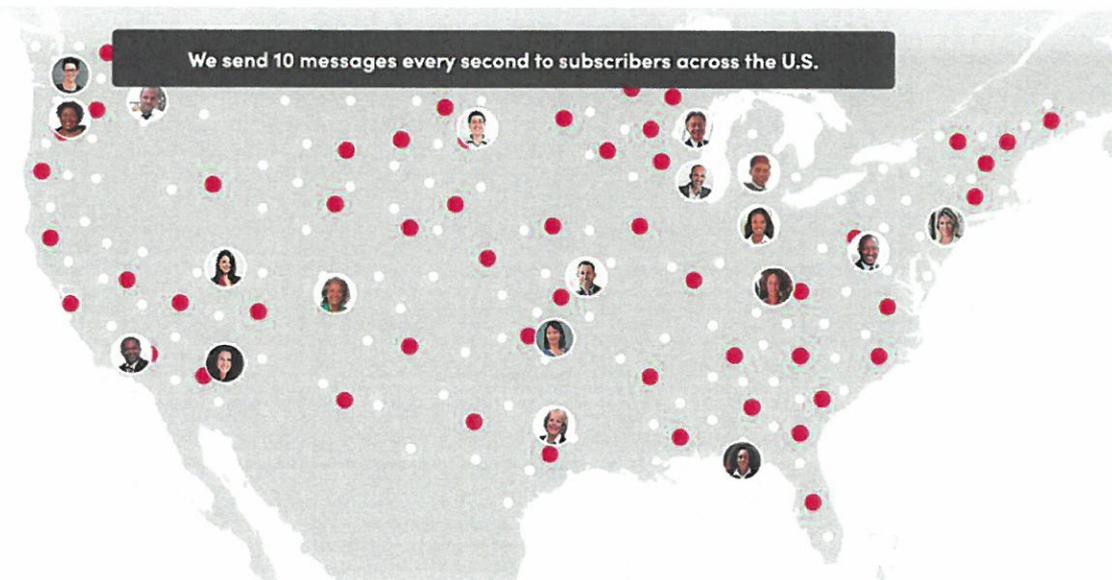
Website: www.granicus.com
FEIN #: 41-1941088

WHY HOST COMPLIANCE?

Host Compliance is the most comprehensive and secure short-term rental compliance monitoring software on the market - more than 390 government organizations work with Granicus Host Compliance to help them create a more efficient and effective government while ensuring revenue collection.

Trusted

Granicus partners with more than 5,500 governments at all levels to provide solutions that enable better communications, process automation, and engagement. This scale has allowed us to quickly learn from our customers and pioneer best practices around implementation and support, ensuring our partners' success for years to come. Our teams of highly trained project managers, dedicated customer success consultants, and a close marriage between our technical support staff and software engineers are just a few reasons why thousands of organizations trust Granicus to support their initiatives.



Comprehensive

Granicus offers the only comprehensive platform to fulfill your government communications, short-term rental management, meeting and agenda automation, and web content management needs. The Granicus' platform allows you and your staff to work within a single platform for a seamless experience with your Granicus solutions and our support staff.

GRANICUS

Granicus Leadership Team

With decades of combined leadership experience, Granicus' executive team brings a wealth of knowledge from some of the world's most formidable companies.

Mark Hynes – Chief Executive Officer

Mark currently serves as CEO of Granicus, the leading provider of cloud-based government software solutions. Prior to Granicus and since 2010, Mark served as Chief Strategy and Development Officer as well as President, Technology Services, for Altisource, a public real estate and mortgage technology and services company. Before joining Altisource, he served as President of Digi-Net Technologies, Inc., an early pioneer in marketing analytics software-as-a-service solutions. Mark also co-founded Xevo, Inc., a leading provider of service provisioning technologies to application service providers, where he held the position of Chief Operating Officer. Mark began his career with Bain & Company as a consultant. He holds a Bachelor of Business Administration from James Madison University and a Master of Business Administration from Harvard University.

Raj Amin – Chief Financial Officer

Raj is Granicus' Chief Financial Officer and is responsible for the organization's finance, accounting, legal, and business systems organizations. A seasoned cloud software veteran, he brings more than 25 years of experience leading high-growth technology companies of all sizes. Most recently, Raj served as Vice President of FP&A for Plex Systems, the leading cloud manufacturing ERP, where he helped drive their business model transformation and acceleration of growth. Before that, Raj was part of the executive team that took Eloqua, one of the early leaders and category creators in SaaS marketing automation platforms, to the one of the most successful IPOs of 2012 and subsequent acquisition by Oracle. Raj is a Certified Public Accountant (CPA) and holds a bachelor's degree in accounting from the University of Maryland at College Park.

Bob Ainsbury – Chief Product Officer

Bob is the Chief Product Officer at Granicus, where he is responsible for security, product, cloud, technology, design, and product strategy. He is a technologist that gets what it takes to go from an idea to a scalable business, and how to accelerate growth in mature organizations. His business and technology perspectives have been quoted in *the Wall Street Journal*, *the Financial Times*, on CBS Radio, and on National Public Radio.

Carrie Cisek – Chief Human Resources Officer

Carrie leads recruitment and employee experience at Granicus. She brings a passion for creating highly engaged and customer-focused teams and has a track record of

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supporting Granicus team members' professional development. Carrie has been leading human resources in growth-oriented technology companies since 1999 and has worked with Granicus since 2008. She has guided integration efforts through numerous acquisitions. Carrie was recognized with the Twin Cities Business Wonder Woman award for innovative leadership at Granicus and in the broader business community in 2017.

Howard Langsam – Executive Vice President of Sales

Howard is Executive Vice President of Sales at Granicus and is responsible for the company's growth across all product lines and markets. He brings more than 20 years of sales and leadership experience in technology companies of all sizes to this role. Prior to Granicus, Howard served as SVP of Public Sector for NTT DATA, one of the world's leading technology services companies, where he led the State and Local Government business unit to triple in revenue during his six-year tenure. His earlier roles spanned high-growth tech startup Vastera; IBM, the largest tech company in the world; and Accenture, one of the world's leading consulting firms.

Adam Boscoe – Vice President, Corporate Development & Strategy

Adam joined Granicus in 2021 and is a global technology executive with deep experience in building and scaling new businesses through acquisition and transformative strategic growth. Most recently, Adam was with Trimble where he oversaw the acquisition and integration of a dozen B2B software companies and led strategy formation for one of Trimble's largest business units. Prior to Trimble, Adam was a corporate development lead at Lockheed Martin Space Systems (LMT), Applied Materials (AMAT) and Chevron Technology Ventures (CVX). Adam has an MBA from UC Berkeley Haas, a Master's in Energy Economics from the Instituto Tecnológico de Buenos Aires and a BA from Northwestern University.

Demonstrated Experience

Client Reference	St. Johns County, FL
Main Contact	Howard White
Title	Chief Building Official
Phone Number	(904) 209-0655
Email Address	hwhite@sjcfl.us
Full Business Address	4040 Lewis Speedway St. Augustine, FL 32084

Client Reference	Steamboat Springs, CO
Main Contact	Greg Jaeger
Title	Code Enforcement Officer
Phone Number	(608) 658-8400
Email Address	gjaeger@steamboatsprings.net
Full Business Address	137 10 th Street Steamboat Springs, CO 80477

Client Reference	Truckee, CA
Main Contact	Nicole Casey
Title	Senior Accountant
Phone Number	(530) 582-2935
Email Address	ncasey@townoftruckee.com
Full Business Address	10183 Truckee Airport Road Truckee, CA 96161



Nashville, Tennessee

How the Finance Department Increased Tax Collection by \$2.8 Million with Host Compliance



OVERVIEW

Nashville's Finance Department was struggling to collect accurate taxes from over 4,500 short-term vacation rentals (STRs) without an effective system to identify STR addresses and owners.

SITUATION

The Finance Department couldn't collect taxes from STRs when they didn't know who owned them, where they were located, or how many nights they were being rented a month.

SOLUTION

Granicus' Host Compliance software addressed all of Nashville's pain points. Not only did it provide high rates of address identification, but it provided an all-in-one solution for communicating with hosts and providing an online portal for them to register and pay taxes.

RESULTS

The Finance Department stated in a Citizen Centric Report that there was a \$2.8 million increase in short-term rental revenue collections in their first year of using the Host Compliance software.

MUST HAVE SOLUTION

Host Compliance

“Short-term rentals are different than hotels. With hotels, you have an auditable trail. Host Compliance gives us that auditable trail. We can make sure we are collecting taxes fairly.”

-Zak Kelley, a Special Project Manager



To read the full story, visit cutt.ly/nashville-tn-success



Marin County, California

How Marin County created a higher reach to rental owners and built better capability for code compliance



2000
STR listings in
2020

71%
STR
compliance in
the county

\$72K
Reduced
backlog and
back taxes

98%
Response in
non-compliant
outreach

OVERVIEW

Granicus Host Compliance provided the tools to more easily research and verify addresses while using staff time and resources more efficiently.

SOLUTION

Implementing Host Compliance software from Granicus made an immediate impact on Marin County's ability to monitor STRs and maintain effective compliance communications with property owners.

RESULTS

Granicus Host Compliance created immediate results. After a successful pilot in 2019, Marin has structured a quarterly program to stay on top of STR compliance.

MUST HAVE SOLUTION HOST COMPLIANCE

“ Granicus provides us a breakdown of the estimated revenues that the owner is going to get from the property. That helps us to determine how much revenue we can generate from one property through taxing.

- Ashia Ismail, Collections Manager for Finance, Marin County



To read the full story, visit [granicus.com/success-stories](https://www.granicus.com/success-stories)

Recommend Approach to Implementation of Plan

Granicus is pleased to present our platform of new technology and expert professional services to provide Fredericksburg with a solution that meets and exceeds the requirements set forth in your Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental compliance monitoring process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the software necessary to streamline and automate everything from identifying short-term rental properties to paperless tax payment and collection. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible. Below you will find a description of each of the proposed Granicus Host Compliance Suites, as well as a narrative of our implementation methodology, training, and support overview.

govService Host Compliance

The number of Airbnb type short-term vacation rental listings has grown 15x since 2011. Without strategic ordinances and effective enforcement, short-term vacation rentals can bring safety, noise, trash, and parking problems - as well as impact long-term housing affordability and neighborhood character. Many communities struggle to define and enforce regulations that preserve community character and keep neighborhoods safe while ensuring revenue collection. Manually identification and monitoring of Airbnb type short-term vacation rentals as they continue to grow in number is nearly impossible.

Comprehensive Short-Term Rental Compliance Monitoring Solution for Government

Using artificial intelligence and machine-learning, Granicus' Host Compliance solutions provide the data that manual enforcement solutions cannot, reduces the hours spent managing compliance, and provides up to 20 times return on investment with recouped tax, permit, and fee revenues.

What If You Could...

- Understand the scale and scope of short-term rentals in the community and hold non-compliant hosts accountable?
- Recoup critical revenue that would otherwise be lost to non-compliance?
- Establish an even playing field for all types of lodging businesses and reduce the impact on community character?

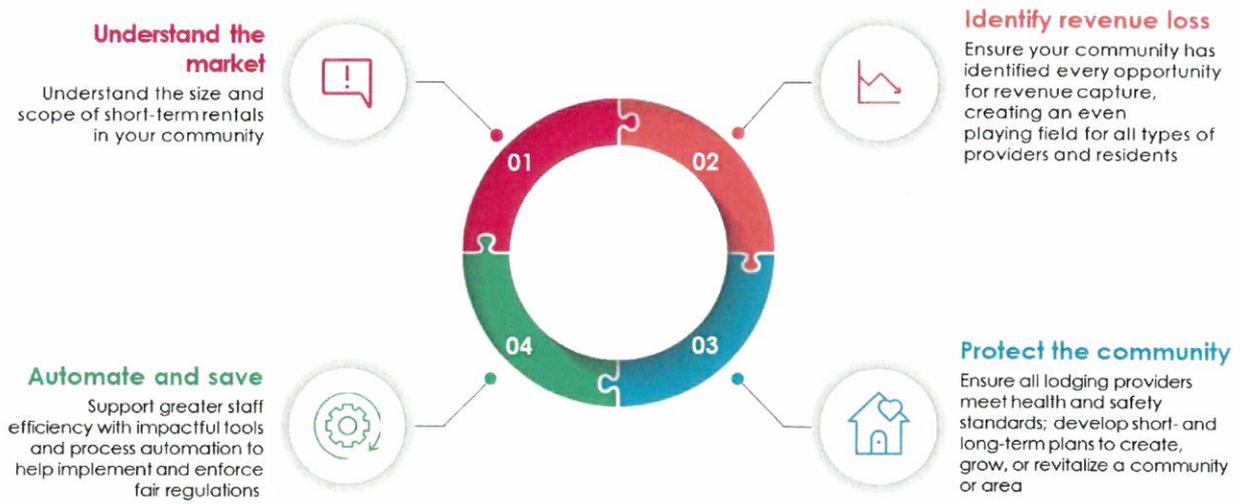
With Host Compliance You Can...

- Get the visibility you need into your STR listings quickly and cost-effectively.
- Recover up to 20x more revenue from the STR market by increasing regulatory tax and permit compliance.
- Save staff time by automating time-intensive tasks like monitoring STR platforms and communicating with non-compliant properties.

- Make auditing financially viable through smarter identification of operators who under-report taxes or exceed rental frequency and rental-cap regulations

True Compliance Requires a Holistic Approach

Identifying STRs alone isn't enough. You need to...



REQUIREMENTS

3.2.1 Short-term rental ordinance to include, but not limited to the following:

a. Identify all overnight rental properties conducting business within the incorporated city limits, and ETJ to include STR's and Hotels/Motels.

Our Address Identification module identifies all identifiable STRs in the jurisdiction. To make this data actionable, our Compliance Monitoring module compares the data against Fredericksburg's permitting and tax records, then automatically categorizes and labels all advertised short-term rental units based on their compliance level.

b. Provide online portal for overnight rental property owners, monthly occupancy tax payments and reporting information.

The foundation of an STR management and compliance program should be a seamless and easy-to-use permitting and tax collection system that provides robust document management and educates the applicant on STR requirements. Given the tech-savvy nature of STR hosts, and the likely large volume of permit applications and tax payments, we recommend our **Mobile Permitting and Tax Collection** solution to enable the ability to apply, pay, and track status online, in real-time, from any device. Equally important, the online forms need to be mobile friendly, as ~50% of short-term rental

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hosts prefer to handle their business from their mobile devices (our solutions are mobile enabled).

Our solution makes it easy for STR hosts to register, renew permits, and remit taxes (auto-calculation, including penalties and interest) to Fredericksburg. We have applied the best of user-centered design principles to our online and mobile Permitting and Tax Collection module which may seem to be a “nice-to-have” but actually leads to increased completion rates and constituent satisfaction, while also reducing errors and decreasing the amount of staff time spent supporting applicants through the process. Moreover, we work closely with our clients to ensure that all appropriate permit requirements and tax calculations are captured in the system, as well as decide upon the right balance of review and validation between our team and Fredericksburg staff. For your convenience, we have provided a link to a live version of a permitting and tax collection system below:

<https://secure.hostcompliance.com/pasadena-ca/permit-registration/welcome>

In addition to collecting the appropriate information and documents, Host Compliance's mobile-enabled online forms would securely enable payment of HOT online via debit, credit card or e-check (ACH) while depositing all funds directly into Fredericksburg's bank account via daily direct deposits.

All payments are processed through a 3rd party payment processor called Stripe (most secure and used by Amazon). Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe makes use of best-in-class security tools and practices to maintain a high level of security. Staff may search for past payments and registration applications, request corrections to applications with additional information; data may be downloaded in Excel files and data in the form of Excel, CSV, or GIS/shapefiles can be uploaded on their behalf.

c. Online tools for registration, permitting, tax remittance, monitoring and code violation reporting to include tracking of compliance.

Host Compliance has developed a set of proprietary technologies, methodologies, and processes to quickly and cost-effectively monitor specific geographies for vacation rental listings and precisely identify the addresses of the associated short-term rentals. These sophisticated software tools and algorithms are currently deployed continuously across the 67+ largest vacation rental websites ensuring that our database of rental properties is always comprehensive and fully up-to-date.

Fredericksburg staff will easily be able to identify rental properties operating in non-compliance and categorize them by type:

- Local zoning regulations (exempt, permitted, grandfathered, illegal, etc.)
- Requirements to list license/permit numbers on all advertisements
- Minimum and maximum rental stay requirements

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- Permitted occupancy limits
- Listings of other rentals offered by host
- Nightly Rental Rate
- Total number of ads per platform
- Other local rules which can be effectively enforced by scanning online ads

All data is made available to Fredericksburg staff in a single cloud-based platform which can be accessed by staff at any time. Similarly, residents can access the public facing registration, permitting, tax remittance, and code violation reporting at any time which immediately updates data within the platform.

d. Provide detailed lists to the City of these accounts, to include identifying and owner contact data. The information requested includes but is not limited to:

- **Owner name and contact information (i.e. mailing address, telephone number, email address)**

Our comprehensive inventory includes a number of criteria including listing URL, location address, owner name, contact information, property type, room type, as well as other information we collect from the STR listing to support matching with the actual STRs, including maximum advertised occupancy, listing descriptions, number of bedrooms and bathrooms, reviews, rental rate, minimum and maximum stay and other pertinent information.

- **Property management company name and contact information (i.e. mailing address, telephone number, email address)**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including Property management company Name and Contact Information, and provides an easy way for users to export the data in CSV or Excel formats.

- **Address of property**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including the Address of Property and provides an easy way for users to export the data in CSV or Excel formats.

- **Number of bedrooms**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including the number of bedrooms and provides an easy way for users to export the data in CSV or Excel formats.

- **Permit number**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including the advertised permit number. Our data is cross referenced with all

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other relevant data sets including registered properties to systematically pair this information.

- **Zoning district**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including the zoning district. Our data is cross referenced with all other relevant data sets including Fredericksburg assessor and parcel information to systematically pair this information.

Fredericksburg staff will easily be able to identify rental properties operating in non-compliance and categorize them by type:

- Local zoning regulations (exempt, permitted, grandfathered, illegal, etc.)
- Requirements to list license/permit numbers on all advertisements
- Minimum and maximum rental stay requirements
- Permitted occupancy limits
- Listings of other rentals offered by host
- Nightly Rental Rate
- Total number of ads per platform
- Other local rules which can be effectively enforced by scanning online ads

- **Appraisal district parcel number**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including the parcel number. Our data is cross referenced with all other relevant data sets including Fredericksburg assessor and parcel information to systematically pair this information.

- **Listing Platform and ID (ie. AirBnB, VRBO, Homeway).**

This is standard functionality. Host Compliance collects and organizes more than 150 columns of data for listings including the listing platform and unique listing ID, and provides an easy way for users to export the data in CSV or Excel formats.

- **Photos of property (if available)**

Our system creates a "property profile" for each identified property. Each profile is housed in a single record and all changes and comments on legal or illegal STRs and enforcement cases are linked so that you can take the appropriate steps to manage your compliance process. Updates are done in real-time including comments, photos, videos, and other evidence whenever needed. The user interface makes it easy to see comments on what your colleagues have done to move your cases forward. Users can create notification alerts to see where cases they follow have been updated.

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e. Work with City staff in contacting and communicating (via letters, emails, phone calls) to overnight rental property owners regarding various subjects to include:

- **STR permitting and tax remittance procedures, methods and contact information**

Granicus Host Compliance has developed an automated outreach solution designed to automate the entire mailing and follow-up process and track the status and outcome of each letter in real-time.

The exact specifics of the Fredericksburg's outreach plan can be adopted to accommodate the City's exact needs and communication preferences, but as a rule, we have found it extremely effective for initial outreach to be letters sent via U.S. mail and focused on education about a customer's STR requirements with instruction on how to come into compliance, and reserving citations for follow-up communication. Beyond this simple escalation of letters, our Outreach Letter functionality also provides sophisticated functionality to precisely define mailing criteria to segment and target different types of letter recipients using an unlimited number of fully customized mailing criteria and form letters i.e.:

- Ability to use sophisticated and highly customized mailing criteria e.g.
 - Newly listed non-compliant short-term rentals
 - Re-listings of illegal properties
 - Short-term rentals that are still listed despite being mailed X number of notice letters in the past Y days
 - any other combination of mailing criteria
- Quickly deploy new letter templates and certificates by taking advantage of our vast library of best-practice letter templates. All letter templates:
 - are thoroughly tested for clarity and impact to maximize response rates and minimize follow-up calls
 - provide the ability to continuously optimize response rates and impact by A/B testing new versions of existing and/or new form letters

Please note that all form letters used by Granicus Host Compliance will be developed in close cooperation with Fredericksburg staff and that the final versions will be subject to Fredericksburg final approval. Letters can be fully customized to include high-resolution color screenshots, registration forms, tax registration forms and other advanced features including the ability to send First Class, Certified and/or Registered letters. As with everything else we do, Granicus is committed to full transparency and accountability and as a result we save every letter we send on our client's behalf (in PDF format in full resolution and time stamped) in our database.

For existing registrations, like permit renewals or tax remittance, we automatically send reminder emails to notify operators of their required action. The language within these

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email communications are also developed in close cooperation with Fredericksburg staff.

- **Potential land use, permitting violation(s)**

Granicus Host Compliance has developed an automated outreach solution designed to automate the entire mailing and follow-up process and track the status and outcome of each letter in real-time.

The exact specifics of the Fredericksburg's outreach plan can be adopted to accommodate the City's exact needs and communication preferences, but as a rule, we have found it extremely effective for initial outreach to be letters sent via U.S. mail and focused on education about a customer's STR requirements with instruction on how to get into compliance, and reserving citations for follow-up communication. Beyond this simple escalation of letters, our Outreach Letter functionality also provides sophisticated functionality to precisely define mailing criteria to segment and target different types of letter recipients using an unlimited number of fully customized mailing criteria and form letters i.e.:

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f. Supply lists of overnight rental properties that may be in violation of permitting obligations at a mutually agreed upon frequency.

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Granicus govService Host Compliance continuously identifies the exact addresses of all identifiable short-term rental properties and stores all the relevant property, owner and host information in our secure cloud-based database. To make this data actionable, our systems compare it against Fredericksburg's permitting and tax records, then automatically categorizes and labels all advertised short-term rental units based on their compliance level:

- Fully-compliant properties (i.e., properties that meet all regulatory requirements)
- Partially-compliant properties (i.e., properties that satisfy some, but not all the City's regulatory requirements)
- Non-compliant properties (i.e., properties that do not satisfy any of the City's regulatory requirements)
- Properties for which the compliance status is still to be determined due to lack of data

Based on these regular scans and the City's records, our software will automatically classify all STR units and listings into "active" and "inactive" based on the then current online availability of ads for each unit. Our system will provide easy to comprehend real-time reporting on new and removed listings and short-term rental units to make it easy for staff to quickly identify and generate lists of:

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach

The solution will capture necessary data from major platforms required as well as platforms not required in the scope to create as complete and accurate of a record set as possible with the given data to identify STR properties. This data is also be cross checked against other information provided by the customer to increase the accuracy of address identification and history. The data collected is assisted with the use of identification strings and rules custom tailored for the various platforms and historical knowledge of listing services and constantly being improved further through our AI engine. Using a combination of proprietary data sources, geospatial algorithms and our more than 200 full time human address identification analysts (each of whom have passed rigorous quality control testing), the information collected on a regular basis through all of the various sources is further scrutinized by Granicus staff who are constantly reporting to the development team ways to improve data collection and mapping for a continually improving process that keeps up with aggregator changes and changing behavior of market participants.

g. Provide reports and analysis to the City to support potential audits and other enforcement inquiries at a mutually agreed upon frequency.

Fredericksburg will have unlimited access to the software and can access detailed reports that include the property address and over 150 other data points. Staff can also leverage full size high-resolution screen captures of listings. Our system also provides easy-to-understand, real-time reporting on new and removed listings and short-term rental units to make it easy for staff to quickly identify and generate lists of:

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach

Host Compliance also emails a report with high-level numbers to all customers on a monthly basis. Fredericksburg personnel can view and download reports at any time for further analysis or sharing across departments. Users of the Host Compliance software solution can generate reports of short-term rental units known or suspected to be operating in violation of Fredericksburg's Codes or Requirements as needed, including potential audit candidates.

h. Provide City Staff the ability to run basic reports such as:

- **Permits by zoning district**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include permitted properties by zoning district and over 150 other data points. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **Permit violations**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include permitted properties by zoning district and over 150 other data points. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **Permits issued in a given time period**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include permitted properties and filter the date range. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **STR permit revenue received during a specific period.**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include permit revenue collected and filter the date range. Users can sort and filter the list within the application or download it for manipulation outside the platform.

3.2.2 Hotel Occupancy Tax ordinance, collections and compliance to include, but not limited to the following:

a. Provide detailed lists to the City of these accounts, to include identifying and owner contact data. The information requested includes but is not limited to:

- **Owner name and contact information (i.e. mailing address, telephone number, email address).**

This is standard functionality. We would be able to note all Hotel within the boundaries of Fredericksburg through a data upload of all existing records. Host Compliance collects more than 150 columns of data for listings including Owner name and contact information and provides an easy way for users to export the data in CSV or Excel formats.

- **Property management company name and contact information (i.e. mailing address, telephone number, email address).**

This is standard functionality. Host Compliance collects more than 150 columns of data for listings including Property management company Name and Contact Information and provides an easy way for users to export the data in CSV or Excel formats.

- **Address of property.**

This is standard functionality. We would be able to note all Hotel within the boundaries of Fredericksburg through a data upload of all existing records. Host Compliance collects more than 150 columns of data for listings including address of the property and provides an easy way for users to export the data in CSV or Excel formats.

- **Booking frequency.**

Due to the nature of the short-term rental market and hosts ability to block and unblock calendar availability, guest's ability to book and cancel bookings, we do not typically report on the number of calendar days that are blocked in the future. Instead, and most important, we do report on confirmed stays.

- **Average daily rate.**

Our data can provide an average daily rate per community plan can be customized per the Frederickburg staff's direction.

- **Listing Platform and ID (ie. AirBnB, VRBO, Homeway).**

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This is standard functionality. Host Compliance collects more than 150 columns of data for listings including Listing Platform and listing ID and provides an easy way for users to export the data in CSV or Excel formats.

b. Work with City staff in contacting and communicating (via letters, emails, phone calls) to overnight rental property owners regarding various subjects to include:

• **Potential tax violations of tax remittance compliance**

As part of our Rental Activity Monitoring module, we can reach out to registered short-term rentals regarding tax remittance issues. As long as the STR is registered with Fredericksburg, we will be able to send emails to the owners. If the STR is not registered, we have had a lot of success bringing STRs into compliance by performing outreach using Fredericksburg form letters.

The process of performing outreach is described below:

- Comparing estimated taxes to Fredericksburg's reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with Fredericksburg)
- Upon approval by Fredericksburg or within pre-established parameters, monthly pro-active, systematic, and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

• **Notice of selection for audit review**

This is standard functionality of our Rental Activity Monitoring module.

c. Supply lists of overnight rental properties that may be in violation of tax remittance obligations at a mutually agreed upon frequency.

As occupancy/lodging tax compliance can be a major source of government revenue, our **Rental Activity Monitoring** can be a big help in identifying and reaching out to hosts who fail to report or underreport taxes. For each STR listing the software identifies, it calculates and analyzes the applicable tax revenue. Our Rental Activity monitoring service operates through:

- Automatic Monitoring of calendar and review activity across Short-Term Rental websites
- Weekly screenshots of reviews and calendars for each active listing

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- Calculating the estimated tax revenue of each property based on our proprietary algorithms
- Comparing such estimated taxes to Fredericksburg's reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with Fredericksburg)
- Upon approval by the Town or within pre-established parameters, monthly proactive, systematic and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

d. At the request of City staff, determine estimated revenues for overnight rental properties.

This is standard functionality of our Rental Activity Monitoring module.

e. Provide reports and analysis to the City to support potential audits and other enforcement inquiries at a mutually agreed upon frequency.

This is standard functionality. Fredericksburg will have unlimited access to the software and can access evidence to support potential audits and other enforcement use cases. Users can sort and filter the list within the application or download it for manipulation outside the platform.

f. Provide City Staff the ability to run basic reports such as:

- **Revenue received during a specific period**

Standard feature of the proposed system.

- **Revenue received by STR's vs. Hotels/Motels**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include revenue collected by STRs and revenue collected by Hotels/Motels. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **Revenue received by STR's in the ETJ for the City of Fredericksburg**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include revenue collected by STRs and can filter for properties in the ETJ. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **Percentage of HOT revenue generated by STR's vs. Hotels/Motels**

This is standard functionality. Fredericksburg will have unlimited access to the software and can access detailed reports that include HOT revenue collected by STRs and HOT revenue collected by Hotels/Motels. Users can sort and filter the list within the application or download it for manipulation outside the platform.

- **Number of Hotels/Motels, and STR's in the City Limits and ETJ**

Standard feature of the proposed system.

g. Audit overnight rental properties to ensure compliance with Hotel Occupancy Tax obligations.

As occupancy/lodging tax compliance can be a major source of government revenue, our Rental Activity Monitoring can be a big help in identifying and reaching out to hosts who fail to report or underreport taxes. For each STR listing the software identifies, it calculates and analyzes the applicable tax revenue. Our Rental Activity monitoring service operates through:

- Automatic Monitoring of calendar and review activity across STR websites
- Weekly screenshots of reviews and calendars for each active listing
- Calculating the estimated tax revenue of each property based on our proprietary algorithms
- Comparing such estimated taxes to Fredericksburg's reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with Fredericksburg)
- Upon approval by Fredericksburg or within pre-established parameters, monthly proactive, systematic, and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

We will readily admit that estimating rental activity and corresponding revenue for tax collection based on reviews, calendar information, and nightly rates is challenging using traditional computation methods. Luckily, with a much larger engineering team we now have the ability to use of advanced artificial intelligence and have developed far more robust models to do this that surpass anybody else in the industry. These artificial intelligence models have a far better ability to accurately estimate rental

frequency and stay duration than more basic models (such as the San Francisco model) that simply extrapolate rental activity based on review counts and other “obvious” variables. Our advanced models recently helped one of our clients bring 97% of non-compliant short-term rental operators into compliance. (<https://www.ptreyeslight.com/article/county-efforts-register-short-term-rentals-pay>).

While beyond the scope of this document Host Compliance's rental frequency and active algorithms were developed by developing advanced statistical models and deep-learning artificial intelligence across our vast historical dataset and have been rigorously back-tested. In total, these new models improve our ability to accurately estimate rental frequency and stay durations by more than 300% over traditional methods, while keeping type-1 errors (“false positives”) at approximately the same levels as the ones achieved using less sophisticated models. As a result, Host Compliance's rental frequency data is much more accurate than the data of our competitors.

In addition, since our models are self-learning, they will adapt to the unique rental frequency and stay duration characteristics of Fredericksburg and will improve over time. We can also supplement and incorporate data from similar neighborhoods in other similar communities we work with to further inform our models. Finally, since we have been collecting global data on more STR platforms, for more customers, for longer than any other provider of these types of services, Host Compliance simply has much more data than any other provider in this space. Having more data allows us to train our self-learning models on larger and more accurate datasets, which dramatically improves our ability to continue to build and refine our already market-leading models for estimating rental frequency and stay duration.

3.2.3 Sales and use tax services such as discovery and recovery services to include, but not limited to the following:

a. Perform a review of the City's businesses' sales and use tax remittances in an effort to ensure proper application of local sales and use tax law and achieve past and/or prospective compliance.

The foundation of an STR management and compliance program should be a seamless and easy-to-use permitting and tax collection system that provides robust document management and educates the applicant on STR requirements. Given the tech-savvy nature of STR hosts, and the likely large volume of permit applications and tax payments, we recommend our **Mobile Permitting and Tax Collection** solution to enable the ability to apply, pay, and track status online in real-time. Equally important, the online forms need to be mobile friendly, as ~50% of short-term rental hosts prefer to handle their business from their mobile devices (our solutions are mobile enabled).

Our solution makes it easy for STR hosts to register, renew permits and licenses, and calculate and remit taxes to Fredericksburg. We have applied the best of user-centered design principles to our on-line Permitting and Tax Collection module which may seem to be a “nice-to-have”, but actually leads to increased completion rates

and constituent satisfaction, while also reducing errors and decreasing the amount of time spent by the staff in supporting applicants through the process. Moreover, we work closely with our clients to ensure that all appropriate permit requirements and tax remittance calculations are captured in the system, as well as decide upon the right balance of review and validation between our team and Fredericksburg staff. For your convenience, we have provided a link to a live version of a permitting and tax collection system below:

<https://safe.hostcompliance.com/pasadena-ca/permit-registration/welcome>

In addition to collecting the appropriate information and documents, Host Compliance's mobile-enabled online forms would securely enable payment of TOT online via debit, credit card or e-check (ACH) while depositing all funds directly into Fredericksburg's bank account via daily direct deposits.

All payments are processed through a 3rd party payment processor called Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe makes use of best-in-class security tools and practices to maintain a high level of security. Staff may search for past payments and registration applications, request corrections to applications with additional information; data may be downloaded in Excel files and data in the form of Excel, CSV, or GIS/shapefiles can be uploaded on their behalf.

b. Assist businesses in the preparation and filing of amended returns.

While Host Compliance's Short-Term Rental Company Compliance Monitoring solution identifies platforms that break the rules, our Automated Audit/Compliance Notifications and Workflows makes this data actionable. Specifically, this system automates the outreach to, and collection of data from short-term rental companies/platforms suspected of under-reporting taxes or otherwise violating Fredericksburg's license requirements, and/or annual rental frequency/duration rules.

Our custom reports and analytics are used by cities and counties to support tax audits and other STR-related investigations. Furthermore, our integrated mobile-enabled web forms are used to streamline Hotel Occupancy Tax audits and collection of rental activity documentation from audited STR operators.

c. Provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

As part of our Rental Activity Monitoring module, we can reach out to registered short-term rentals regarding tax remittance issues. As long as the STR is registered with Fredericksburg, we will be able to send emails to the owners and payment reminders are automated from the system. If the STR is not registered, we have had a lot of success bringing STRs into compliance by performing outreach using Fredericksburg form letters.

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The process of performing outreach is described below:

- Comparing estimated taxes to Fredericksburg's reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with Fredericksburg)
- Upon approval by Fredericksburg or within pre-established parameters, monthly pro-active, systematic and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

d. Provide reports and analysis to the City to identify errors detected, documented and corrected at a mutually agreed upon frequency

Fredericksburg will have access to our customer success and support teams to address any issues that may arise. Staff also have the ability to make corrections within the software. The solution itself will capture necessary data from major platforms required and ones not required in the scope to create as complete and accurate record set as possible with the given data to identify STR properties, this data is also cross checked against other information provided by the customer to increase the accuracy of address identification and history. The data collected is assisted with the use of identification strings and rules custom tailored for the various platforms and historical knowledge of listing services and then improved further through our AI engine. The information collected on a regular basis through all of the various sources is further scrutinized by Granicus staff who are constantly reporting to the development team ways to improve data collection and mapping for a continually improving process that keeps up with aggregator changes and changing behavior of market participants.

GRANICUS

ADDRESS IDENTIFICATION

With the surge and resiliency of short-term vacation rentals, government agencies are struggling to address the negative side effects of the growing market while capitalizing on the economic opportunity. On top of that, the lack of data on individual properties makes understanding and verifying rental locations and activity extremely difficult.

Without the data, cities are unable to make sure short-term rental operators play by the rules and pay their fair share of lodging and hotel taxes. Now more than ever, leading governments are turning to data and technology to easily monitor the short-term rental market and find the addresses and owners of all identifiable STRs.

The Address Identification solution provides rich STR data that is secure, easy to manage, and quality checked. Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts. Use Granicus to monitor more than 60 vacation rental websites, align internal teams, and ultimately recoup critical revenue that would be lost.

"We didn't even know 400 short-term rentals existed in Henderson until we saw the map on the govService Host Compliance software."

*- Eddie Dichter, Planning Manager,
Henderson Nevada*

Address Identification Features

- Real-time monitoring of short-term rental listings across 60+ STR websites
- Weekly analysis of STR activity
- STR activity updated every 3 days through website scanning
- Up-to-date list of active STR listings
- High resolution & full-screen screenshots of all active listings
- Automated evidence collection
- Full address & owner contact information for all identifiable STRs
- All available listing & contact information for non-identifiable STRs
- Export data into Microsoft Excel or CSV files

DID YOU KNOW

2x

The number of communities with 100+ STRs more than doubled in the last 4 years

Address Identification Advantage

What If You Could...

- See all individual rental property locations and activities in one search?
- Automate time-intensive tasks like monitoring STR platforms?
- Spend less time effectively regulating and enforcing short-term vacation rental regulations?

With Address Identification You Can...

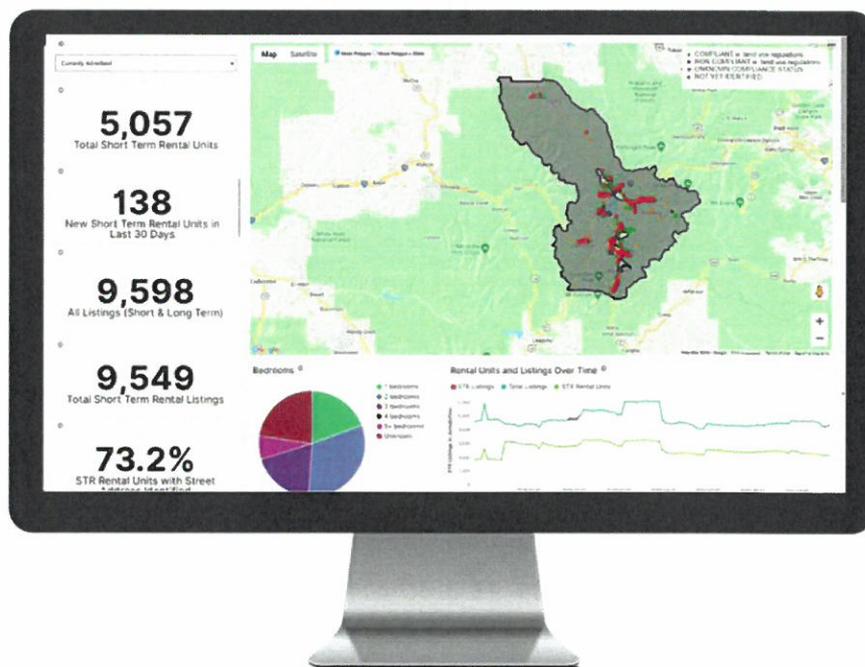


Figure 1. The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats

Quickly Identify the Short-Term Rental Properties in Your Community

- Monitor your community for short-term vacation rental listings across 60+ STR websites.
- Precisely identify the addresses and contact information of the associated properties.
- Ensure that your database of short-term vacation rental properties is always fully comprehensive and up-to-date.

Access collected data easily with a live web-delivered dashboard.

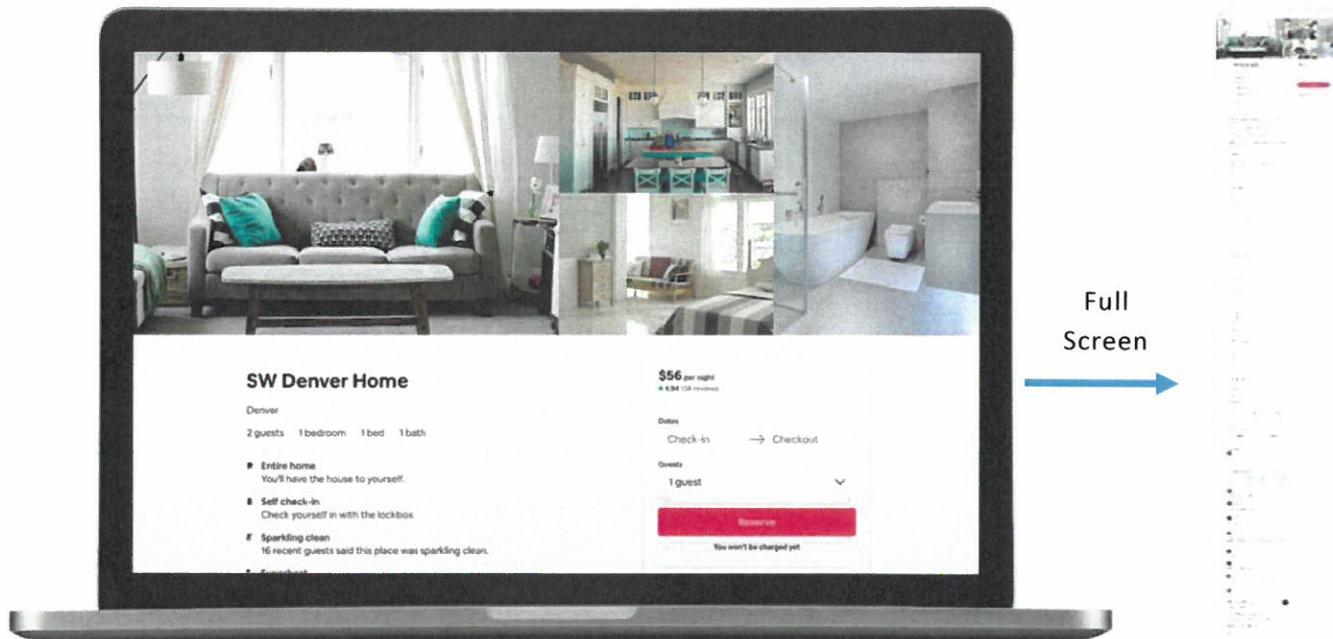


Figure 2. Time stamped, high-resolution images and full-screen capture of each active listing available to print or download.

Automate the Systematic Capture of Listing Screenshots

- Time Stamped full-screen screenshots available to print or download
- Deduplication of Listings across multiple platforms
 - Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts
- STR activity updated every 3 days for non-compliant properties through website scanning
 - High-resolution images and screen capture of each active listing (including reviews)
 - Screenshots are time-stamped and include everything related to the listings, including photos, maps, reviews, and descriptive information
 - Each Screenshot is captured on a random time and day to eliminate the risk of non-compliant short-term rental operators "gaming the system"
- Providing the rationale and evidence is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental

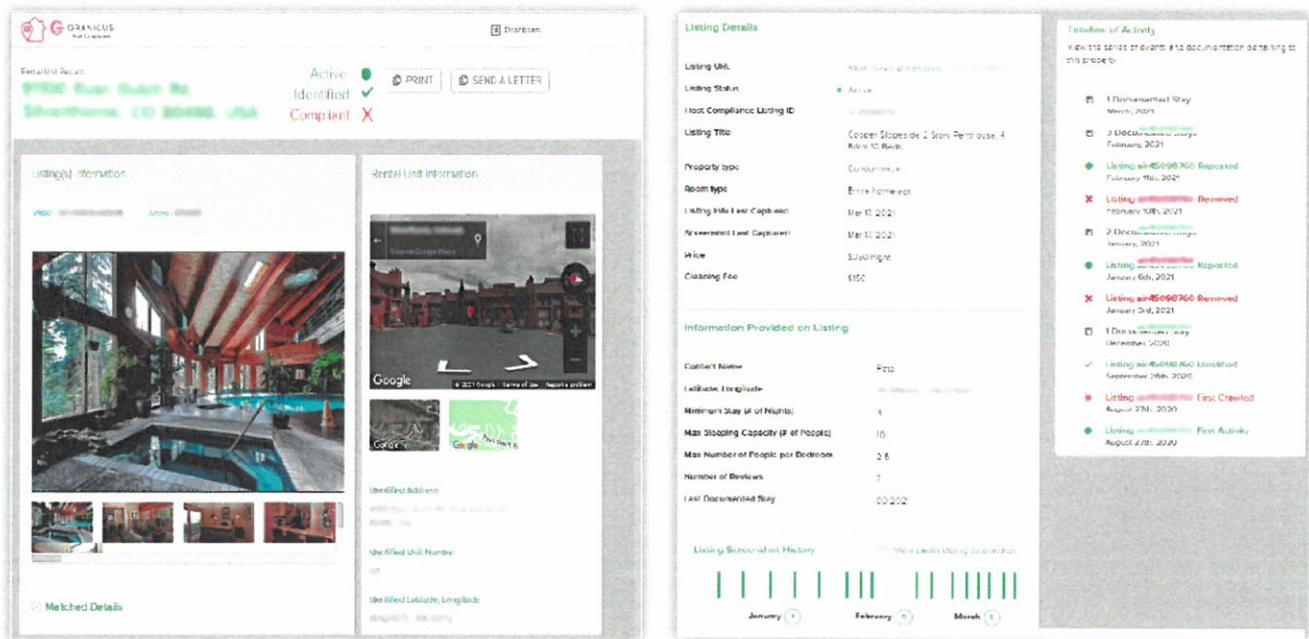


Figure 3. Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!

Get a Detailed Analysis of Individual Rental Units

- Listing status
- Complete photo archive of listing images
- Edit owner information
- Timeline of activity including stays
- Removed/reposted listings (Capturing even those trying to stay off your radar)
- Download or Print evidence of listing activity
- Address Identification Match Details

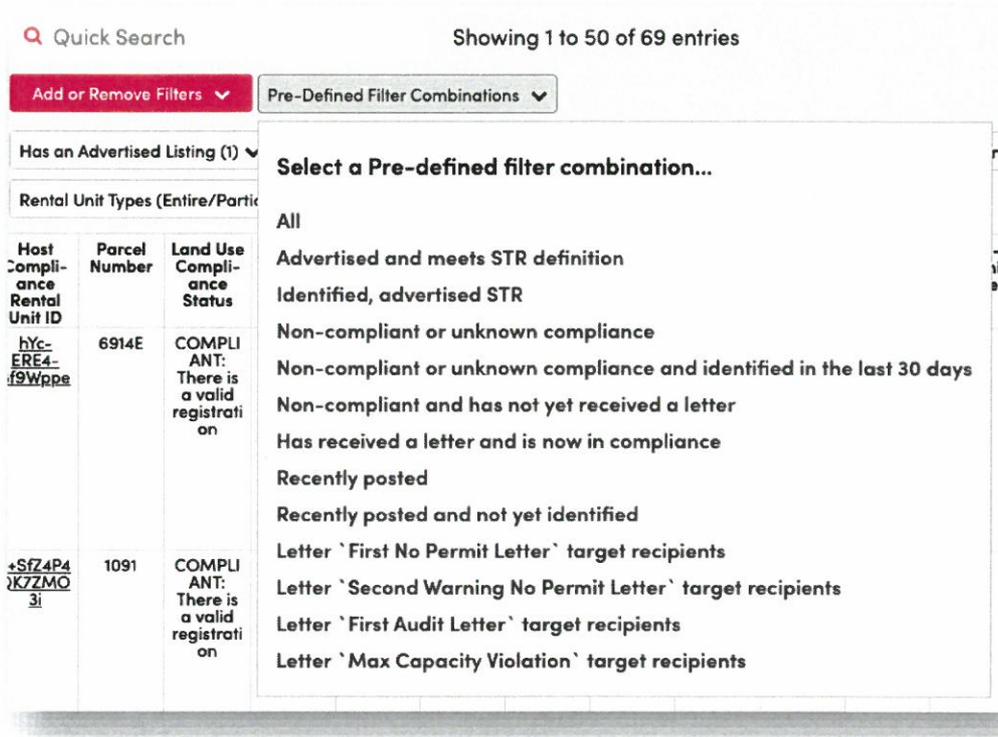


Figure 4. Tabular display of ALL short-term rentals. Quick search, filter, and sort on all relevant data points to create custom reports or set Pre-Defined Filter Combinations. Reports can be downloaded at any time to Microsoft Excel/CSV.

Have a Tabular Display of All Short-Term Rentals

- Pre-defined filter combinations for quick access
- Quickly search fields to find specific information
- Filter and Sort on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. In addition to the data points listed in the RFP, Host Compliance's data can also be filtered, segmented, and analyzed by the many parameters below:
 - Listing platform
 - Compliance level
 - # of Bedrooms and Bathrooms
 - Maximum advertised occupancy
 - Maximum permitted occupancy
 - Minimum # of nights available for rent
 - Host Name/ID
 - Listings of Other Rentals Offered by the Host
 - # of Reviews
 - First and Last Review dates
 - The date the property was first active

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- Nightly rental rate
- Contact information, when available
- A limited number of keywords that may be identified by the City as being of interest
- ...and many other parameters

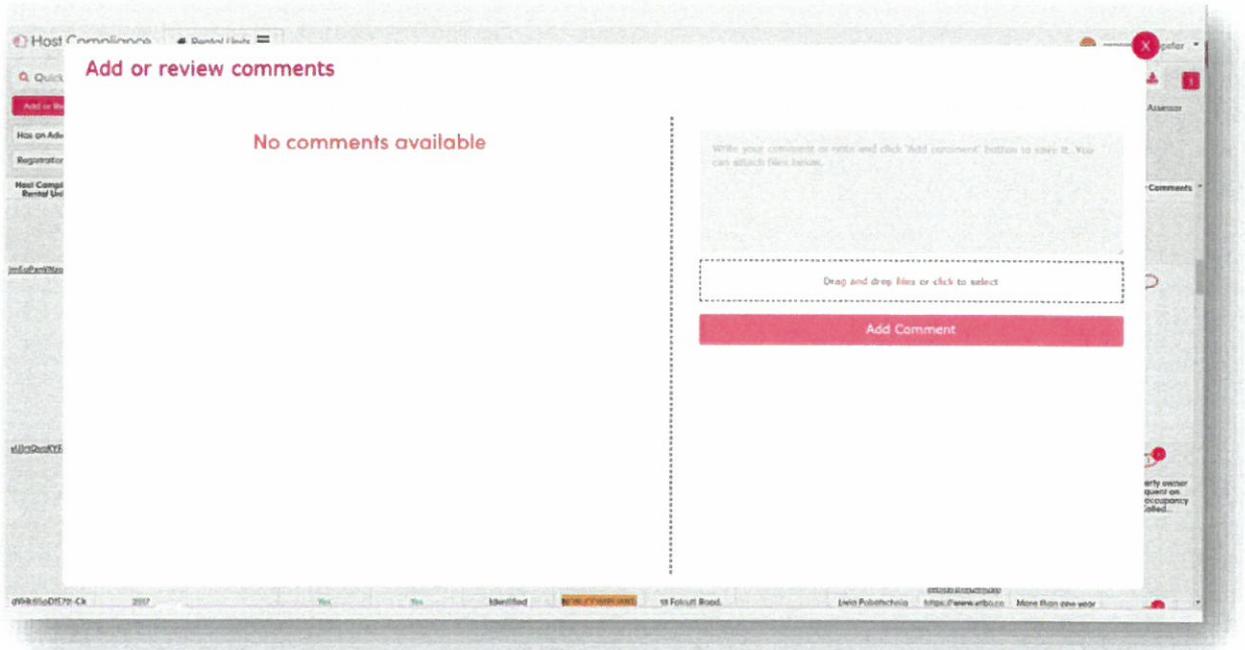


Figure 5. Easily track the status of individual rentals and create case notes by adding comments or documents. These comments will be time stamped by the individual user so other staff members can be aware of any details related to that property/owner.

Track Status and Case Notes on Individual Rental Units

- Enable efficient interdepartmental collaboration
- Leave comments related to the property for other team members
- Upload photos, documents, etc.



Figure 6. Data about the listing type, home size, rental activity, and compliance status is provided in color-coded charts and graphs, allowing staff to understand the scale and scope of the local STR landscape at a glance.

Leverage Data to Enforce Short-Term Rental Regulations

- Configure your STR definition (e.g., Advertised less than 30 days)
- Configure allowable and/or restricted zones in your community
- Number of advertised allowable nights (e.g., Minimum Night Stay)
- Number of advertised guests (e.g., Occupancy Limits)
- Registration Requirements (e.g., Permit, License, Registration, State/Provincial Business License)
- Extract Permit, License or Registration number advertised on STR Listings
- Verify Permit, License or Registration number advertised on STR Listings with number on file

COMPLIANCE MONITORING

The number of communities significantly impacted by Airbnb type short-term vacation rentals has more than doubled in the last four years. Combatting illegal short-term rental activity becomes even more difficult as listings rise. Knowing who is operating a short-term rental (STR) in your community is only half of the battle. To ensure that everyone plays by the rules, it is important that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified proactively.

To make this data actionable, our systems compare it against regulation requirements, and then automatically categorize and label all advertised short-term rental units based on their compliance level:

- Fully compliant properties (e.g., properties that meet all regulatory requirements)
- Partially compliant properties (e.g., properties that satisfy some, but not all the regulatory requirements)
- Non-compliant properties (e.g., properties that do not satisfy any of the regulatory requirements)

Without automation and streamlined processes, there is not enough time in the day to accomplish it all.

I could not do what Host Compliance does. I don't think a team of ten could do what they do."

– Kelli Nevills Senior Code Enforcement Officer, Douglas County, Nevada

Compliance Monitoring Features

- Ongoing monitoring of STRs for compliance
- Proactive outreach to non-registered & illegal STR activity
- Weekly compliance reporting
- Up-to-date list of STRs operating illegally
- Comprehensive reporting of all letters sent
- Full-color screenshots of online listings included in letters
- Complete case history for non-compliant listings

DID YOU KNOW

20-30%

Issues with STRs growing at an alarming rate of up to 30% year over year

Compliance Monitoring Advantage

What If You Could...

- Inform property owners of the requirements for operating a short-term rental and how to take action without burdening your team?
- Send personalized communications to non-compliant STR property owners without needing to manually print and mail letters?
- Give your staff time back in their day to focus on community priorities by automatically identifying non-compliant properties?
- Deliver measurable results cost-effectively and quickly without using more resources?

With Compliance Monitoring You Can...

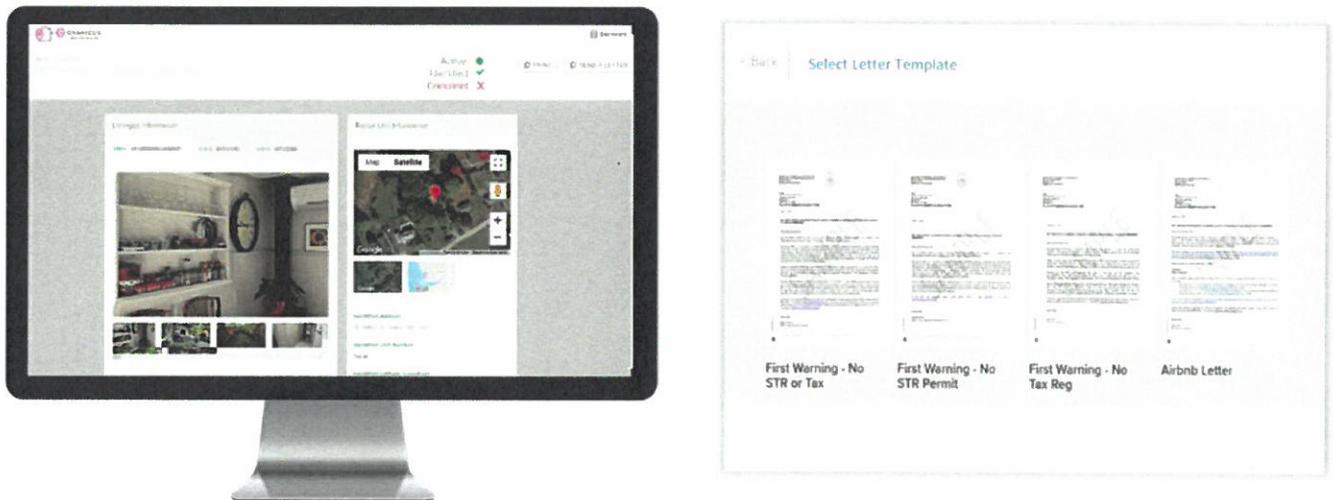


Figure 7. Stay in control and save time by sending your enforcement letters with the click of a button.

Make it Difficult for Non-Compliant or Illegal Operators to Ignore You

- Staff can easily send property owners direct mail communications to make them aware of your STR regulations and requirements with just a few clicks, for example:
 - When new non-registered properties are first identified, staff can send the owner an "initial warning" letter to remind them of the City's STR requirements and provide instruction on how to get into compliance.
 - If the owner does not comply with the rules within 30 days of receiving the "initial warning" letter, staff can send a follow up letter with a more sternly worded "Notice of Violation" letter.
 - If an owner does not comply with the rules after receiving the second letter, staff can review to determine the necessary follow-up based on your STR regulations and compliance rules.

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- Include high resolution, color listing screenshots in letters - this inspires action and increases compliance exponentially!
- Include step-by-step directions on how to become compliant
- Reference the specific regulations violated
- List the potential penalties for continued non-compliance



Figure 8. Increase your outreach effectiveness and efficiency by automatically adding evidence to communications.

Save Staff Time by Automating Time-Intensive Manual Tasks

- Efficiently and effectively monitor both illegal and compliant STRs.
- No more envelope stuffing and stamp licking! Send letters using your letterhead with just a few clicks.
- Get access to best practice communications that can be optimized for the best compliance results.
- Comprehensive monitoring and reporting for all proactive and reactive compliance outreach all in one dashboard.

Host Compliance Letters

Showing 1 to 50 of 99 entries

Has an Advertised Listing (Any) Meets STR Definition (Any) Property is now in compliance (Any) Land Use Compliance Status (Any) USPS Delivery Status (Any) Mailing Date (Any)

Letter ID	Letter	Mailing Date	Recipient Status	USPS Delivery Status	Parcel Number	Unit Number	Recipient Name	Recipient Address	Property Address	Has an Advertised Listing	Meets STR Definition	Land Use Compliance Status	Returned	Letter was sent to correct recipient	Property is now in compliance	Rental Unit Record(s)	Report Issue	Add/View Comments
157155	First No Permit Letter	2021-04-15 08:00 PM	Delivered	Delivered	106		Stacy Pobatschnig	989 Tahoe Boulevard #35J, IncSnc Village, NV 89451, US	8 Walker St, Kittery, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	No	Yes	No			
156757	Second Warning No Permit Letter	2021-04-08 08:00 PM	Delivered	Delivered	1532A		Stacy Pobatschnig	PO Box 8, Conway, NH 03016, US	13 Cromwell St, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	Yes	Yes			
173043	First No Permit Letter	2021-02-07 07:00 PM	Returned	Delivered	5211		Ulrik Bruzer	801 Ceart Ridge Dr, Atlanta, GA 30344, US	6 Pasachantas Road, Kittery Point, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	Yes	No	No			
173041	First No Permit Letter	2021-02-07 07:00 PM	Invalid Recipient	Delivered	492	3	Stacy Pobatschnig	8388 N Dodgin, Boise, ID 8374, US	12 Dame St, Unit 3, Kittery, ME	Yes	Yes	COMPLIANT: There is a valid registration	No	Yes	Yes			
173852	First No Permit Letter	2021-01-31 07:00 PM	Delivered	Delivered	6423		Kate Springer	483 Ashwood Place, Boca Raton, Florida 33431, US	10 Thaxter Lane, Kittery Point, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	No	Yes	Yes			
171566	First No Permit Letter	2021-01-28 07:00 PM	Delivered	Delivered	1532A		Stacy Pobatschnig	989 Tahoe Boulevard #35J, IncSnc Village, NV 89451, US	13 Cromwell St, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	Yes	No			
158761	First No Permit Letter	2021-01-05 07:00 PM	Invalid Recipient	In Local Area	395		Lacy Christopherson	PO Box 353, Georgetown, ID 83238, US	16 Trafalor Ln, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	No	Yes			

Figure 9. Complete history of letters sent including delivery status and the effectiveness of your outreach by automatically updating the compliance status.

Track Communications and Compliance Status

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach
- Verify that letter notifications were sent to the correct address, and track whether email notifications were opened

RENTAL ACTIVITY MONITORING

Many short-term rental operators fail to report and remit the right amount of short-term rental related taxes. Likewise, many cities and counties struggle to enforce their rental frequency and rental cap related regulations. Additionally, identifying the under-reporting of taxes and rental cap violations is increasingly difficult. Tax collectors and code-enforcement staff often lack the data and proof needed to go after tax-dodgers and ordinance-violators.

Short-term rentals are different than hotels. With hotels, you have an auditable trail. Host Compliance gives us that auditable trail. We can make sure we are collecting taxes fairly.” –

*Zak Kelley, a Special Project Manager,
Metro Government of Nashville and
Davidson County*

Rental Activity Monitoring Features

- Up-to-date list of specific short-term rental hosts suspected of under-reporting taxes
- Automatic capture of online indicators of rental activity
- Accurate, quarterly estimates of each rental's gross rental revenue
- Weekly screenshots of reviews and calendars for each active listing
- Select candidates for audits and utilize our letter-sending capabilities for initial communication on your letterhead
- Seamless document collection and review
- Ability to invoice and collect back taxes
- Custom reports and analysis to support tax audits and other STR related investigations

DID YOU KNOW

90%

of hosts generate 40% of the revenue — randomly selecting hosts to audit doesn't produce a great ROI on your efforts.

Rental Activity Monitoring Advantage

What If You Could...

- Improve the ability to monitor property tax collection without burdening your staff?
- Easily calculate historical estimates on occupancy and rental revenue figures for each short-term rental property?
- Save time and resources with comprehensive, data-informed reporting?
- Initiate audits to collect documents seamlessly and invoice your auditees?

With Rental Activity Monitoring You Can...

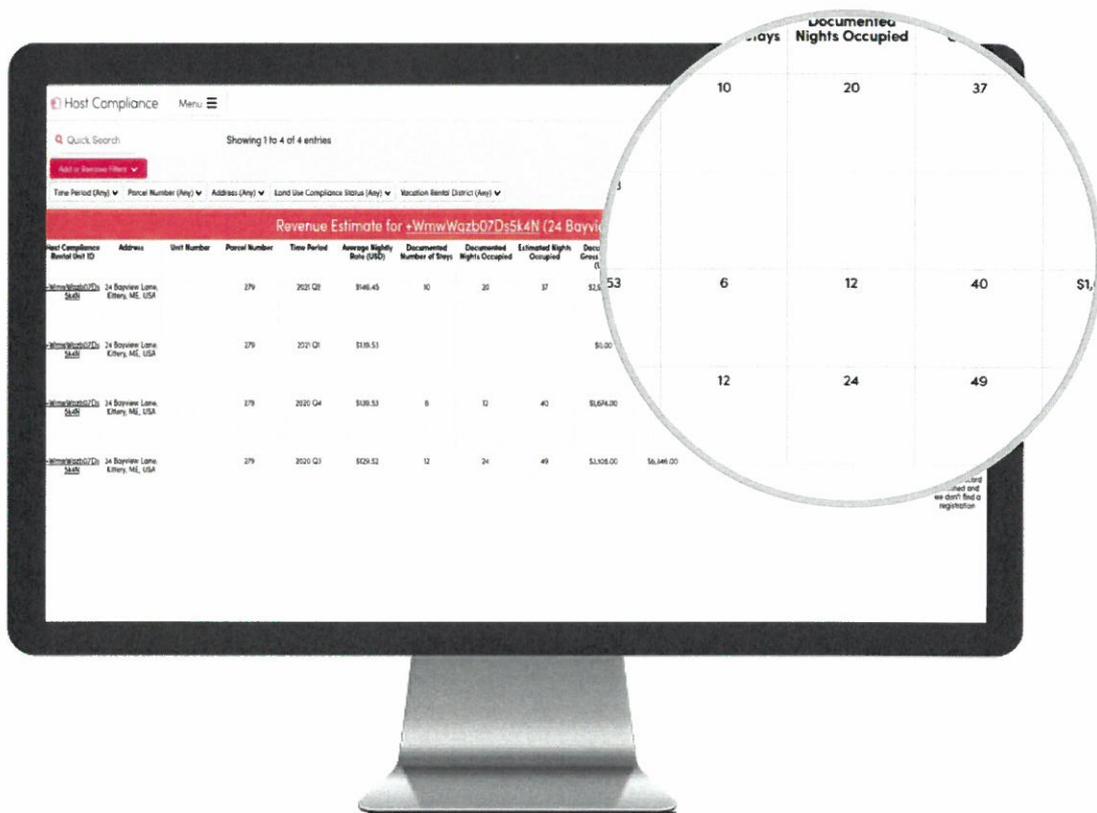


Figure 19. Detailed breakdown of occupancy/rental frequency by short-term rental units including total Documented and Estimated nights occupied.

Monitor Rental Occupancy/Rental Frequency Violations

- Identify occupancy/rental frequency violations by STR listings for signs of rental activity
- Reliable evidence of Documented Stays and Documented Nights Occupied

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- Proprietary algorithm to calculate Estimated Nights Occupied

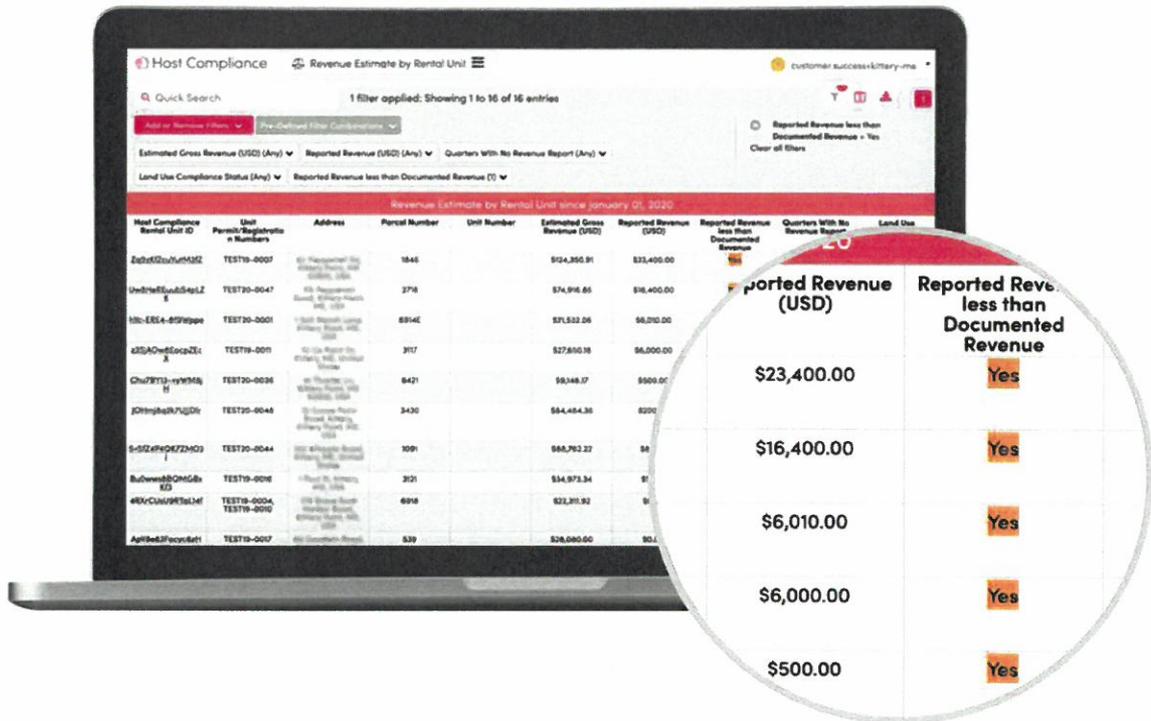


Figure 20. Identifying tax fraud and occupancy/rental frequency violations by STR listings for signs of rental activity

Manage Auditing Easily

- Receive estimated occupancy and rental revenue for each property
- Automatically identify hosts who are under-reporting on taxes or exceeding occupancy regulations
- Quickly send letters to hosts about unpaid taxes
- Residents can easily upload required documentation through secure online forms

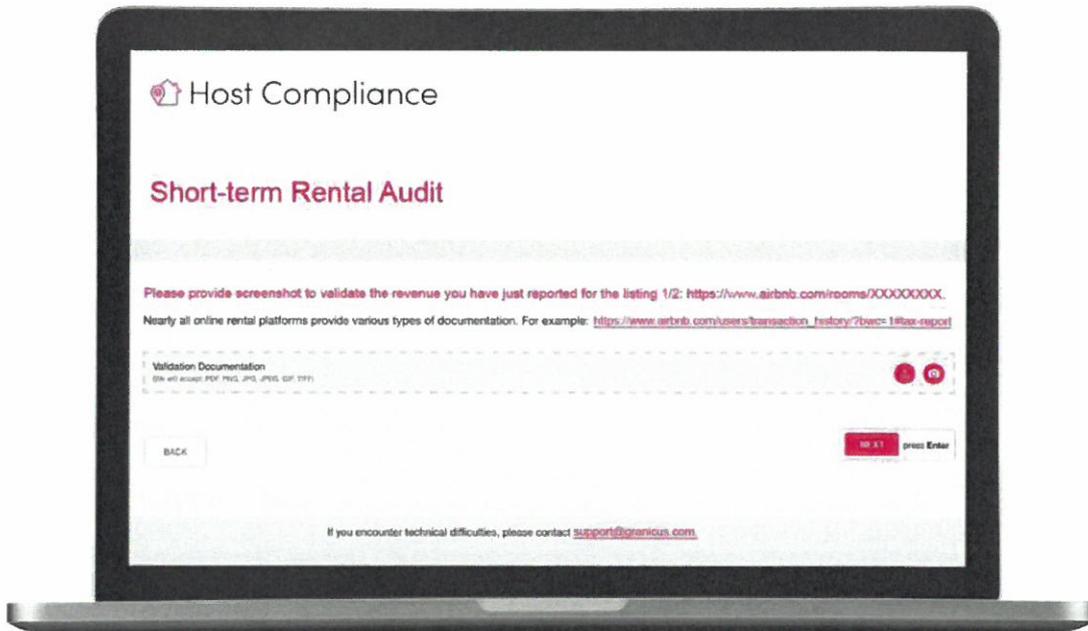


Figure 21. Streamline the audit process by requesting all backup information through simple, interactive online forms – hosts can easily upload STR revenue statements to verify rental activity

Track How Well Your Units Are Performing

- View summary statistics for reported properties
- Analyze data to support tax audits
- Configure data to look back on prior reporting periods

PERMITTING, LICENSING & REGISTRATION

The first step in any short-term rental compliance program is getting the hosts and managers to register their properties to remain compliant or remit taxes. Many communities are struggling to modernize their short-term rental registration processes, and as a result, they are unable to maximize compliance, reduce costs, or increase tax revenues.

Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows. Plus, Host Compliance makes it even easier for operators to become compliant because there are no additional usernames or passwords to remember. The result? Happier staff and happier residents.

Host Compliance has improved client services for greater flexibility and convenience. The online portal has saved time and resources...It has also been a popular way to connect people to one-on-one assistance with our staff."

—Roy Given, Finance Director, Marin County, California

Permitting, Licensing & Registration Features

- Streamlined annual renewal process
- Branded outreach for swift compliance
- Fully configurable processes to meet your specific registration requirements
- Ease of use, error-proofing, and legal compliance
- Higher compliance rates and increased efficiency
- Better data for enforcement
- Mobile (cell phone, tablet, etc.) optimization and responsive design
- Configurable workflows and forms
- Automated reminders
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

50%+

of short-term rental hosts prefer to handle their business from their mobile devices? Our solutions are enabled for mobile.

Permitting, Licensing & Registration Advantage

What If You Could...

- Give staff and residents a user-friendly and easy-to-administer solution for the registration of non-compliant STRs?
- Simplify outreach with personalized communication that directs the owner how to apply for an STR permit or license online?
- Save time and resources by reducing errors and wasted staff time and wasted energy?

With Permitting & Registration You Can...

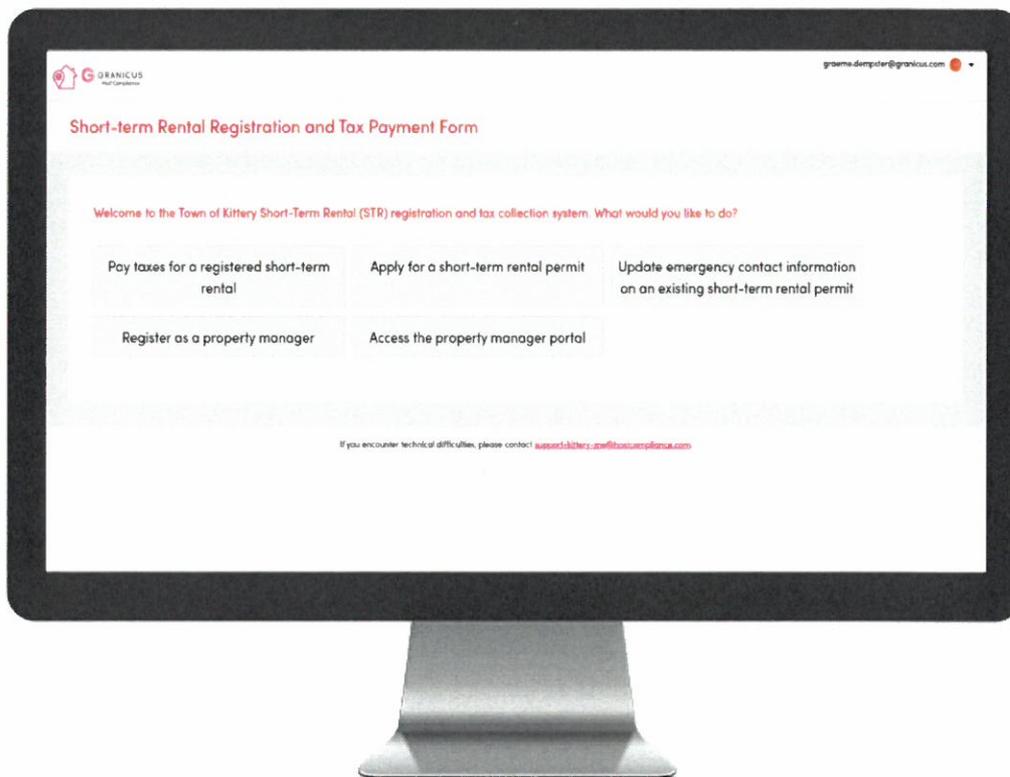


Figure 10. Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the back-end.

Streamline Your Short-Term Rental Permitting, Licensing, and Registration Process

- Make it easy for STR hosts to register and renew from anywhere
- Clear and easy-to-read instructions and navigation
- Mobile friendly forms that work on any device (e.g., responsive design, resized text)
- Allow for online payment collection (e.g., Credit Card, Debit Card and ACH)
- Collect electronic signatures from any device
- Automated email reminders for permit renewals
- Automatic calculation, including automatic penalties & interest

Elevated compliance rates and increased revenue collection

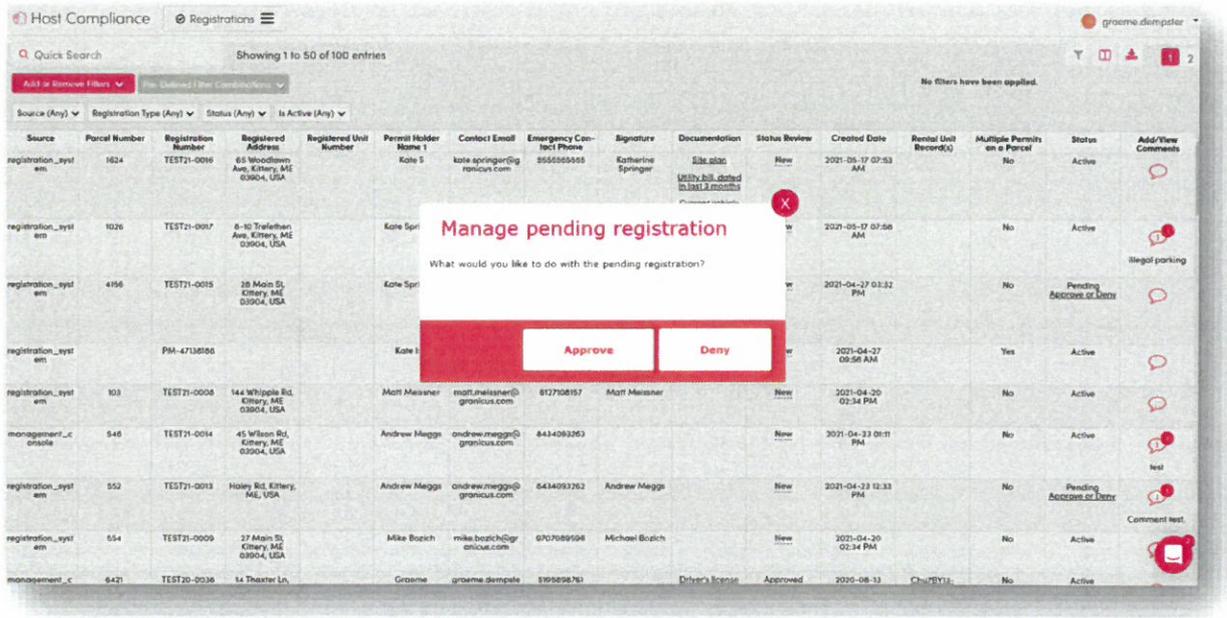


Figure 11. Easily manage the review and approval/denial process on a single screen.

Easily Review and Approve or Deny Applications

- Confirmation emails automatically sent to applicant during review
- Printable PDF with Registration # and Expiration automatically emailed upon approval
- Ability to perform follow-up outreach to properties who do not submit sufficient documentation
- Staff explanation included in automatic email notification for denied applicants
- Configurable review status (e.g., Department Reviews)

customer.success@maulcounty-hi@hastcompliance.com

Short-term Rental Registration and Tax Payment Form

Documents required

Site plan
(We will accept minimum of PDF, PNG, JPG, JPEG, GIF, TIFF)

Utility bill, dated in last 3 months
(We will accept minimum of PDF, PNG, JPG, JPEG, GIF, TIFF)

Current vehicle registration
(We will accept minimum of PDF, PNG, JPG, JPEG, GIF, TIFF)

BACK NEXT press Enter

If you encounter technical difficulties, please contact support@kittery-me@hastcompliance.com.

Figure 12. Collect all required information during the application process. Residents can easily upload required documents from their computer or enable the camera from a mobile device to provide supporting documentation.

Improve Data and Collection Processes for Residents

- Data is updated daily and can be exported into Microsoft Excel or CSV file format
- Staff can search, enter, and correct information, as well as append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

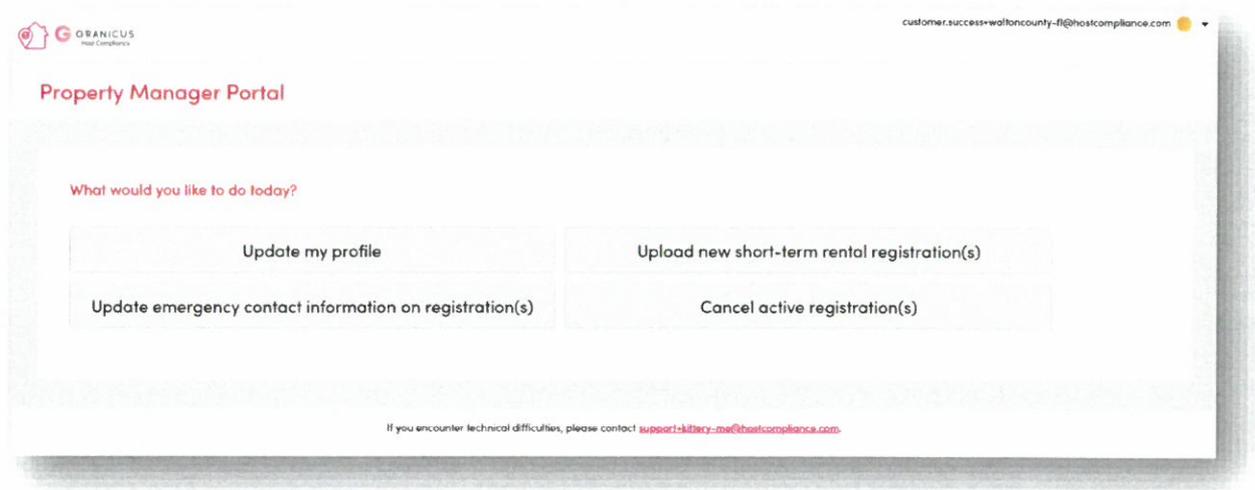


Figure 13. Property managers can easily register multiple properties at once and manage their account of active short-term rental properties.

Support Bulk Registration for Property Managers

- Applicants can register multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties at the same time

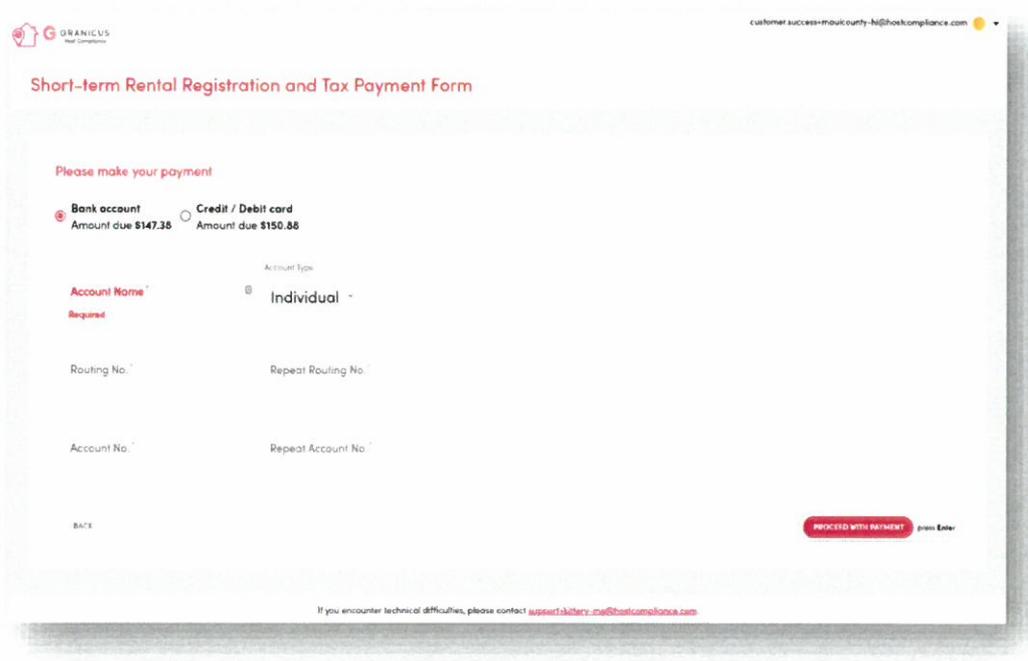


Figure 14. Collect payment for application online through secure payment portal and have it deposited in the account of your choosing.

Provide Integrated Payment Options for Residents

- Allow for online payment collection (e.g., Credit Card, Debit Card and ACH)
- All payments are processed through an integrated third-party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications while also being able to request corrections be made or additional information be added to applications

TAX COLLECTION

Without proper enforcement, only a fraction of short-term rentals will remit tax and comply with regulations. Many cities and counties are missing out on a steady stream of revenue that could be reinvested in the community to improve affordable housing, tourism activities, and more.

Because our taxes are due quarterly, it gives us time to reach out to folks and educate them before there are any penalties involved. So, if someone recently started renting and weren't aware of the rules, they'll get notified within that first three-month period and be able to come into compliance without any additional penalties or interest due."

– Chrissy Earnhardt, Administrative Services Manager, Truckee, California

Tax Collection Features

- Configurable workflows and forms
- Automatic penalties & interest calculation for late remitters
- Ability to collect electronic signatures
- Automated reminders
- Property owner can pay from a variety of devices
- Ability to enter payments received in person or by mail
- Securely enable collection of taxes online via integrated debit card, credit card, or e-check (ACH) payment options
- Deposit all funds directly into the city's bank account via daily direct deposits
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

<10%

Of STR owners voluntarily register and pay all of their taxes?

Tax Collection Advantage

What if you could...

- Make tax reporting and collection easy for hosts and staff to submit and review online?
- Save time and resources with a robust document management system that educates applicants on STR requirements?

Recover untapped revenue potential by the thousands or millions?

With Tax Collection You Can...

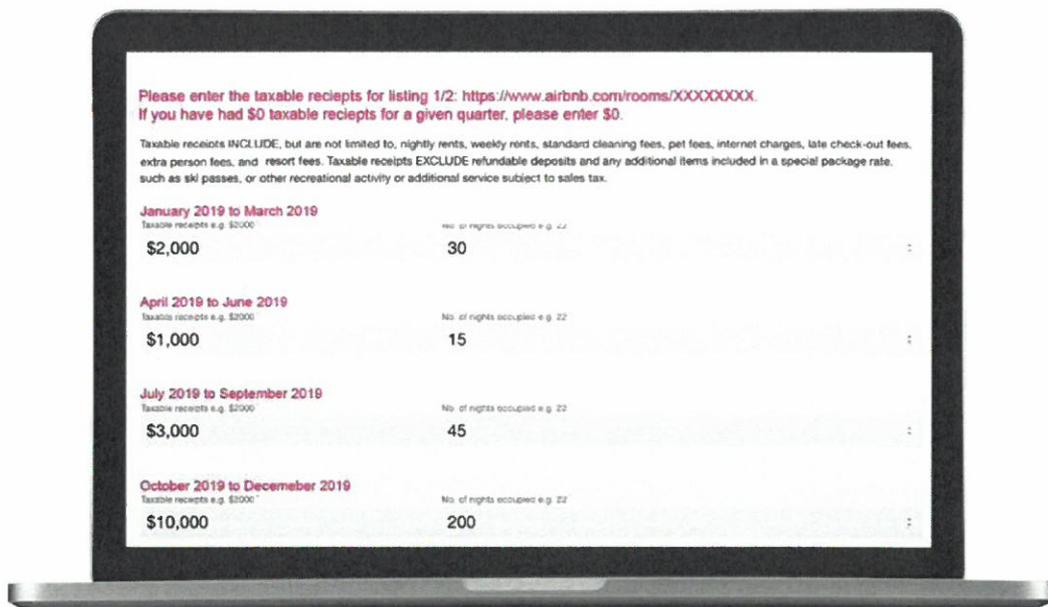


Figure 142. Simplify your tax collection process and significantly reduce the administrative costs on the back-end

Improve Data and Collection Processes for Residents

- Applicants can report itemized earnings
- Update contact information and manage their active short-term rental
- Makes payments for their property easily online
- Automated email reminders for Hosts that need to remit their taxes
- Automatic calculation, including automatic penalties & interest

The screenshot shows a web application interface for 'Host Compliance'. At the top, there are tabs for 'Host Compliance' and 'Reported Revenue'. A search bar contains 'Quick Search' and 'Showing 1 to 50 of 685 entries'. Below the search bar, there are filter options for 'Registration Number (Any)', 'Period Start (Any)', 'Period End (Any)', and 'Reported Taxable / Assessable Receipts (USD) (Any)'. A notification states 'No filters have been applied.' The main content is a table with the following columns: Registration Number, Data Source, Stripe Charge ID, Period Start, Period End, Nights Occupied, Reported Taxable / Assessable Receipts (USD), Taxes (USD), Late Payment Penalties (USD), Accrued Interest (USD), Time Submitted, and Uploaded documents. The table lists 20 entries, each representing a registration with associated dates, occupancy, and financial data.

Registration Number	Data Source	Stripe Charge ID	Period Start	Period End	Nights Occupied	Reported Taxable / Assessable Receipts (USD)	Taxes (USD)	Late Payment Penalties (USD)	Accrued Interest (USD)	Time Submitted	Uploaded documents
TEST21-0016	registration_system	ch_1jC5LEFkubCKU7HNHnGZFK6dZ	2021-03-31 08:00 PM	2021-06-29 08:00 PM		\$50,000.00	\$6,000.00	N/A	N/A	2021-07-12 12:50 PM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2018-12-31 07:00 PM	2019-03-30 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2019-03-31 08:00 PM	2019-06-29 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2019-09-30 08:00 PM	2019-12-30 07:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2019-06-30 08:00 PM	2019-09-29 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2019-12-31 07:00 PM	2020-03-30 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2020-06-30 08:00 PM	2020-09-29 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2020-03-31 08:00 PM	2020-06-29 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2021-03-31 08:00 PM	2021-06-29 08:00 PM	10	\$1,000.00	\$120.00	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2020-12-31 07:00 PM	2021-03-30 08:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2020-09-30 08:00 PM	2020-12-30 07:00 PM		\$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0013	registration_system	ch_1jA2iQkubCKU7HNHnnd87iPj	2021-03-31 08:00 PM	2021-06-29 08:00 PM	7	\$5,000.00	\$600.00	N/A	N/A	2021-07-08 12:30 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2020-09-30 08:00 PM	2020-12-30 07:00 PM	7	\$70.00	\$8.40	\$1.86	\$0.41	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2019-12-31 07:00 PM	2020-03-30 08:00 PM	4	\$40.00	\$4.80	\$0.96	\$0.67	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2020-06-30 08:00 PM	2020-09-29 08:00 PM	6	\$60.00	\$7.20	\$1.44	\$0.57	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2018-12-31 07:00 PM	2019-03-30 08:00 PM		\$0.00	N/A	N/A	N/A	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2020-12-31 07:00 PM	2021-03-30 08:00 PM	8	\$80.00	\$9.60	\$1.92	\$0.19	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2019-09-30 08:00 PM	2019-12-30 07:00 PM	3	\$30.00	\$3.60	\$0.72	\$0.81	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1j2QLFkubCKU7HNHnnd87iPj	2019-06-30 08:00 PM	2019-09-29 08:00 PM	2	\$30.00	\$3.40	\$0.48	\$0.48	2021-06-28 03:42 PM	

Figure 16. Complete summary of all reported revenue and payments made on a single screen.

Support Tax Remittance for Hosts

- Data is updated daily and can be exported into Excel or CSV files
- Staff can search and append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

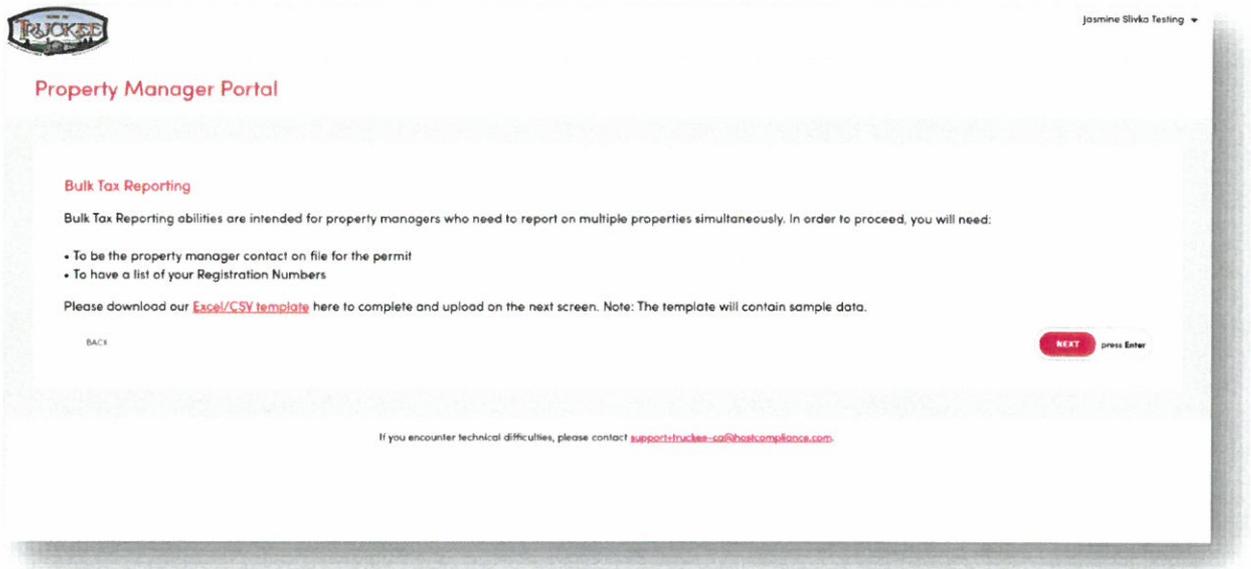


Figure 17. Property managers can report earnings for multiple properties and make a single bulk tax payment.

Support Bulk Tax Remittance for Property Managers

- Applicants can report itemized earnings for multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties
- Automatic reminders for Property Managers

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Short-term Rental Registration and Tax Payment Form

customer.success@mcuicounty-nc@hostcompliance.com

Please make your payment

Bank account Amount due \$147.38 Credit / Debit card Amount due \$150.88

Account Type
 Individual

Account Name Required

Routing No. Repeat Routing No.

Account No. Repeat Account No.

BACK

PROCEED WITH PAYMENT Print Entry

If you encounter technical difficulties, please contact support@kittary.me@hostcompliance.com

Figure 18. Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.

Provide Trusted Payment Options for Hosts

- All payments are processed through a 3rd party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications and request corrections to applications with additional information

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24/7 HOTLINE

Many cities and counties are wrestling with complaints about “party houses,” parking issues, excess trash, and safety concerns related to short-term rentals. Addressing these complaints in real-time has traditionally been difficult. A simple, personal notification without having to involve police resources is often all that’s necessary, but few governments have the resources to track and execute individual follow up.

Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities virtually—making your job a lot easier.

We had an abundance of calls for police services for domestic violence, for drug use, for trash, noise. It became a real issue in the community...and we needed a faster way to identify the short-term rentals and begin enforcement action on them.”

—Pete Roque, Code Enforcement Supervisor for Garden Grove, California

24/7 Hotline Features

- Improve response time with real-time outreach to the emergency contacts of problem properties
- Gather photo and video evidence of noncompliance to incite an evidence-backed citation
- Stay updated with detailed reports and dashboards that track all short-term rental related complaints in real-time and over time
- Communicate via text & by phone call to 24/7 emergency contacts
- Receive an email for every complaint received, with a recording of the phone call
- Receive full documentation of all reported incidents — including digital recordings and written transcripts of all calls
- Ensure photos, video footage, and audio recordings can be included to document complaints
- Allow residents to report anonymously with the ability to turn on anonymous complaint option

DID YOU KNOW

239%

The increase in STR party-related incidents in 2020

24/7 Hotline Advantage

What If You Could...

- Improve the ability to resolve non-emergency STR issues without burdening staff?
- Simplify reporting non-emergency related STR complaints?
- Save time and resources with a comprehensive dashboard, digital recordings, & written transcripts of all reports?

With the 24/7 Hotline You Can...

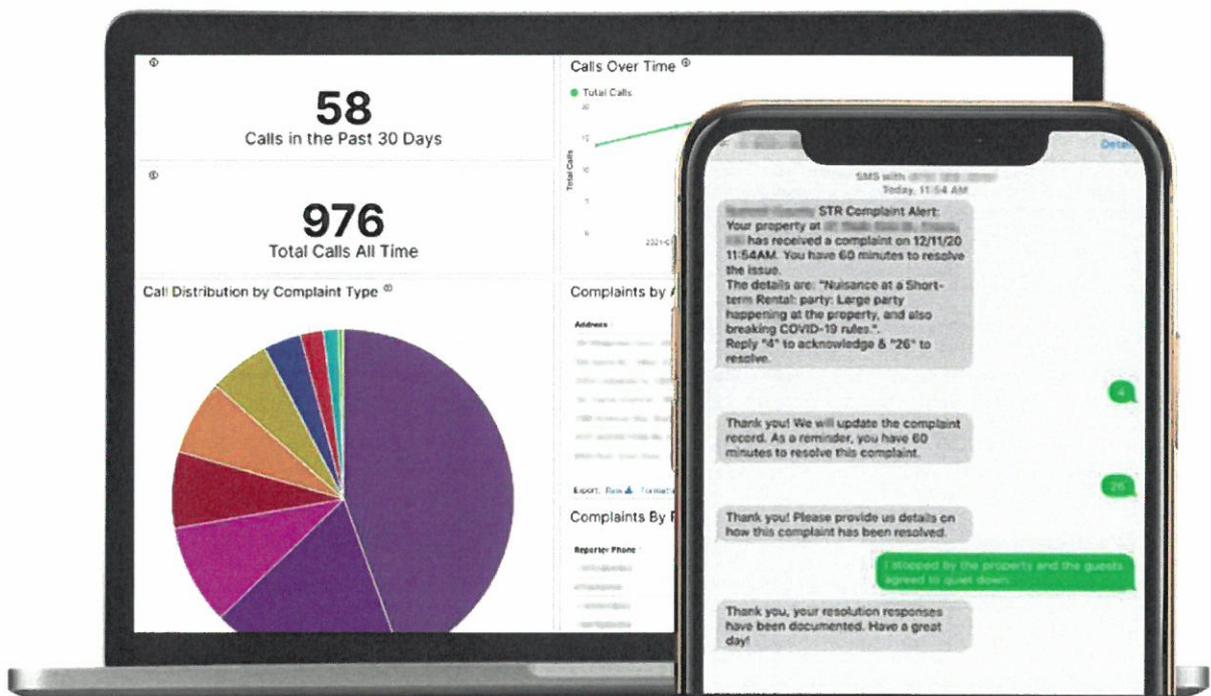


Figure 22. Get detailed reports and dashboards to track all short-term rental related complaints in real-time

Deliver Actionable, Tailored Solution

- Automated text & email notifications to the emergency contact on file
- Allow emergency contact to acknowledge and resolve complaints via SMS
- Complainant can opt-in to a callback to update the status of the complaint and escalate the issue
- Real-time outreach to owners of problem properties

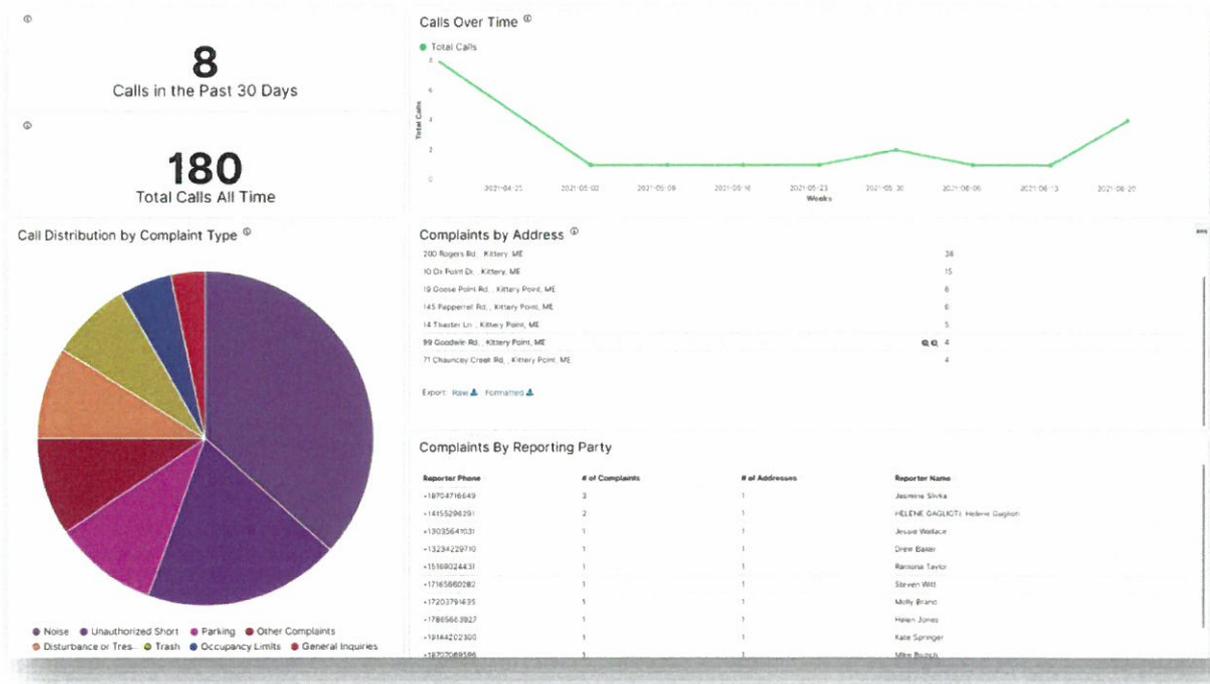


Figure 23. Dashboard summary of all short-term rental related complaints to quickly identify Complaint Type and properties with frequent violations.

Track How Well Your Efforts Are Performing

- Track the number and type of reported incident
- View summary statistics for reported properties
- Monitor hotline related activities with an intuitive dashboard
- Track how well your efforts are performing

The screenshot shows the 'Host Compliance' interface for 'Short-term Rental Hotline'. It displays a table with 15 columns: Call Time, Caller Name, Caller Callback Phone, Call Recording, Reported Address, Reported Issue, Complaint Type, Unit Perm/Registration Number, Unit Emergency Contact Number, Caller Requested Notification of Unit Emergency Contact, Caller Requested Automatic Callback, Caller Indicated Problem Resolved, Caller Transferred to Police, Caller-Provided Evidence, Source, Status of Complaint, and Add/View Comments. The table contains four rows of data representing different calls and complaints.

Call Time	Caller Name	Caller Callback Phone	Call Recording	Reported Address	Reported Issue	Complaint Type	Unit Perm/Registration Number	Unit Emergency Contact Number	Caller Requested Notification of Unit Emergency Contact	Caller Requested Automatic Callback	Caller Indicated Problem Resolved	Caller Transferred to Police	Caller-Provided Evidence	Source	Status of Complaint	Add/View Comments
2021-05-23 12:26 PM	Emily Stewart	(855) 562-6081	Call Recording	..	Nuisance of a Short-term Rental: other ("She doesn't know the address. She got a voicemail from this number. Please call.")	Other Complaints			Yes	Yes	No	Yes		hotline	New	
2020-10-29 02:31 PM	Jasmine Silva	(970) 471-6649	Call Recording	143 Peppercorn Rd, Estery, Maine	Nuisance of a Short-term Rental: loud party. Caller is stating that there is a large party outside. Please contact back! Thank You	Noise	TEST20-0046	(970) 471-6649	Yes	Yes	Yes	No		hotline	New	
2021-07-31 12:30 PM	Tara Weeks	(949) 305-6020	Call Recording	1201 Handlun Lane, Estes Park, Colorado	Nuisance of a Short-term Rental: loud party. Caller stated she called last night at 11:30 regarding a party from 10:00pm to 2:30am at 1201 Handlun Lane Estes Park, Colorado 80517 and wanted to make sure there was not a repeat.	Noise			Yes	Yes	Yes	No		hotline	New	
2019-12-23 04:13 PM	David Marcus	(203) 233-9940	Call Recording	758 6th Avenue, San Francisco, California	Nuisance of a Short-term Rental: noise. He is calling regarding them having loud party since last night and is still	Noise			Yes	Yes	Yes	No	1 Collec-Provided Evidence 1	hotline	New	

Figure 24. Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.

Manage Escalations and Complaints Easily

- Use escalation or dispatch functionality if the issue is not resolved within an allocated time frame
- Option to manually manage complaint statuses
- Leave case notes and additional details for collaboration across enforcement team

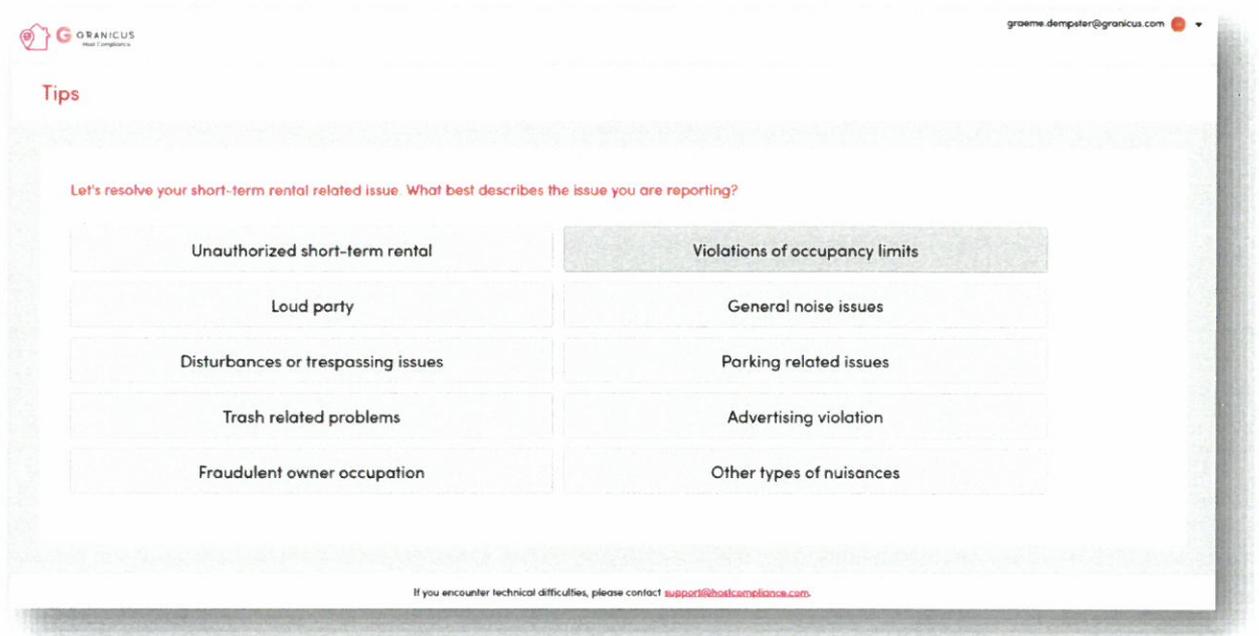


Figure 25.

Give Your Residents a Voice with an Online Complaint Form

- Report issues at short-term rental properties from anywhere
- Mobile enabled for resident ease of use
- Instantly capture and upload supporting evidence from the camera on your device

Meet Our Experts

Jeffrey Goodman

Jeffrey is an urban planner, considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has previously contracted with both the City of New Orleans and Airbnb and advised researchers on short-term rentals in a range of cities including San Francisco, Portland, New Orleans, and New York. Jeff has spoken about short-term rentals across North America, including at the APA's National Planning Conference. He graduated from Yale College and earned his master's of urban planning from Harvard University. He is the author of a recent featured article in Planning Magazine on the topic of STR regulation.

Alex Marqusee

Alex is a housing policy researcher and entitlement specialist who focuses on improving the regulatory and political environment to help build better places. He's responsible for over a thousand units of market-rate and affordable housing in the East Bay where he leads developers through state and local regulatory environments to successfully receive

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planning approval. His policy work has provided city leaders with the economic and political analyses needed to make sound decisions around regulating housing and land use. Recent successes include policy wins during highly charged debates over impact fees, rent control, and biannual budgets in the City of Oakland. He is a subject matter expert in short-term rental policy and takes pride in working to effectively communicate economic concepts and data analyses to diverse stakeholders ranging from city council members to neighborhood associations.

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PROJECT IMPLEMENTATION

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

Granicus Service Difference

The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects. Additionally, we have a broad team of project managers that handle projects that are more complex or incorporate multiple Granicus solutions or product families.

Our Professional Services team also includes a cross-section of technical experts with expertise in specific service areas. Some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration. These specialists are brought in as needed to augment our standard project teams.

PROJECT MANAGEMENT APPROACH

The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

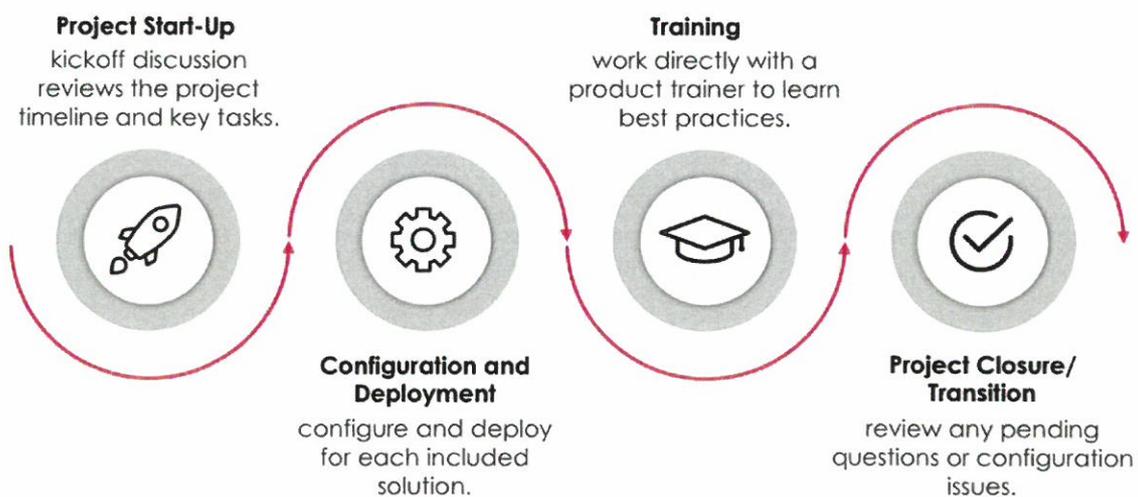
Collectively, we have over 450 years' experience delivering software solutions across a wide variety of industries and verticals. Our teams of implementers and technology specialists have deep expertise with one of our core product families and cross-train over time on other solutions as they gain experience.

Clients will always have a single point of contact within the Professional Services team for questions or concerns during the deployment process. In our experience, this focused attention leads to better outcomes for the client and a more cohesive project management experience.

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Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering, configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.



DETAILED WORK PLAN

Main Tasks

Task 1 – Conditions Analysis

In order to create an ordinance that is nuanced, contextual, and enforceable, it is important to establish a planning lens, one that will allow the County to make the right choices in this complex issue. Before drafting, Granicus' consultants create an analysis consisting of three parts: proprietary data about the short-term rental market, stakeholder and community input about conditions on the ground, and the broader goals and budgets of the County.

Task 1.1: Staff Interviews

Interviews with governmental staff to determine potential policy agenda, community background, enforcement systems, master vision, and to brief staff on existing STR market conditions.

Task 1.2: Stakeholder Interviews

Interviews with non-governmental stakeholders such as housing advocates, neighborhood groups, local business interests, and major employers to understand their perspective, hopes, and worries about STR regulation, as chosen by government staff.

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Task 1.3: Online survey

An online survey tool to run concurrent to other interviews as a way to gather diverse, but directed, opinions on existing and future conditions.

Deliverable 1 - Background Conditions Report

Ten-page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. Guided by these priorities and a robust understand of local market conditions, communities can proceed to develop a bylaw confident that their rules will be context-based, enforceable, and consistent with local goals.

Task 2 – Bylaw Drafting

Based off the analysis from the previous task, the consultants will use its deep knowledge of contemporary regulation to write, in collaboration with local staff, a short-term rental bylaw. This bylaw will be backed by a legislative package of presentations, summaries, and public meeting materials.

Task 2.1: Draft STR Regulations

Taking the inputs from Deliverable 1 and using the bylaw machine tools, consultants will write a preliminary draft of regulations to be edited through the following series of meetings.

Task 2.2: Draft Staff Report

Draft, in consultation with officials, a staff report combining the background of D.1 with a full explanation and justification for the choices made in writing the bylaw.

Task 2.3: Draft Staff Presentation

Draft, in consultation with officials, a public presentation summarizing the background conditions, policy choices, and enforcement implications as found in D.1, T.2.1, and T.2.2 to be shown at public meetings.

Task 2.4: 2 Meeting for Feedback from Staff

First meeting to present initial draft 2.1, discuss potential changes, and anticipate feedback. Second meeting to finalize bylaw, plan political rollout, and discuss enforcement systems.

Task 2.5: 2 Updates based on Staff Feedback

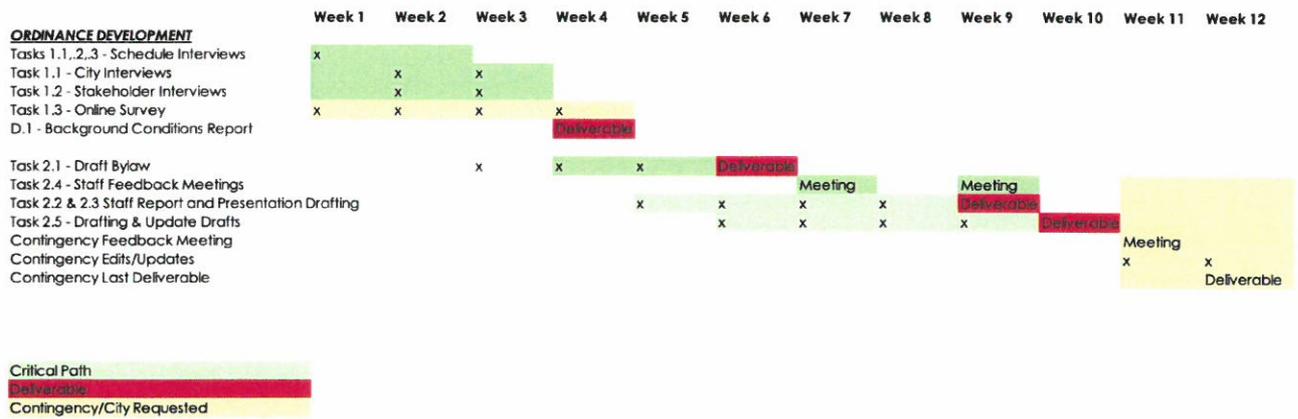
Two rounds of feedback from government staff concerning changes to about four tasks.

Deliverable 2 - Adoption-Ready Legislative Package

An adoption ready STR regulations built from Host Compliance's comprehensive data, local regulatory goals, stakeholder views, and our own analysis of nationwide best practices. The STR regulations come as part of a robust legislative package including a draft staff report to describe background conditions, regulatory choices, and enforcement implications, as well as a PowerPoint presentation for staff to drive community feedback.

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PROJECT SCHEDULE



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PROJECT TRANSITION

When a project enters the Project Closure phase, the Granicus project lead will introduce the client team to the Customer Support and Customer Success teams. These teams ultimately become the primary points of contact for all customer interaction once a solution has been fully configured and deployed. The Customer Support and Success teams act as the client's internal advocates for the remainder of their lifecycle with the company.

Project Training

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your short-term rental compliance monitoring processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training comprises the following components, depending on Client's solution:

Sample Project Implementation Plan and Timeline:

Milestone	Timeline	Description
Kickoff	Week 1	<ul style="list-style-type: none">Kick Off CallDiscovery & Requirements Gathering
	Weeks 2-4	<ul style="list-style-type: none">Assessor and permit data receivedAddress Identification Process Kicks Off
	Weeks 5-8	<ul style="list-style-type: none">Create framework for mobile permitting and tax collectionsFinalize Compliance Monitoring lettersEstablish lettering criteriaMidway satisfaction survey sent
	Weeks 9-11	<ul style="list-style-type: none">Finalize Mobile Permitting and Tax Collection workUAT Testing with Project ChampionStakeholder Training
	Weeks 12-14 (GO Live & Hypercare)	<ul style="list-style-type: none">Go live satisfaction survey sentIntroduction of your Customer Success ConsultantOngoing management plan establishedRental Activity Monitoring module turned on

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams. Ongoing live support, training videos, product updates

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and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

OUR TEAM

Ulrik Binzer – General Manager, govService Host Compliance

Ulrik is a pioneer in the STR enforcement solution space, Ulrik developed the first STR compliance monitoring tools in early 2015 and now uses his expertise and insights to help local governments across North America implement, monitor, and enforce STR regulation. Ulrik frequently speaks on the topic of STRs and has been featured at several conferences including the American Planning Association's National Planning Conference, The University of Minnesota's Symposium on the Sharing Economy and at numerous events organized by the American Planning Association and the California Association of Code Enforcement Officers. Prior to founding Host Compliance, Ulrik served as Chief Operating Officer of Work4 Labs – an 80-person Venture Capital backed technology company with offices in Silicon Valley and Europe, and Soligent Distribution LLC - the largest distributor of solar equipment to local governments and businesses in the Americas.

Before assuming executive management roles in technology companies, Ulrik served as Vice President of the private equity firm Golden Gate Capital, as a strategy consultant at McKinsey & Company and as an Officer in the Danish Army where he commanded a 42-person Platoon and graduated first in his class from the Danish Army's Lieutenant School. Ulrik received his M.B.A. from Harvard Business School where he was as a Baker Scholar (top 5% of his class) and earned his Bachelor of Science degree in International Business from Copenhagen Business School and New York University.

David Marcus – Chief Data Scientist

David is Granicus' Chief Data Scientist and the technical cofounder of Host Compliance. He is a Caltech Applied and Computational Math graduate specialized in geospatial data science and information management. He has more than 13 years of experience building well-architected, scalable GIS applications. Prior to Host Compliance, David founded PointsOnAMap.com, a database of travel attractions from around the world based on the analysis of hundreds of millions of photos, and Routefriend.com, a web-based application for planning trips on buses and trains, serving 1.5 million monthly users. David's most recent experience was at DwellAware where he served as the Lead Data Scientist, developing models of risks and costs in the residential real estate sector. Prior to DwellAware, David served in various technical roles at several software companies including aboutLife, Urban Mapping, American Towns, Nielsen Analytic Consulting, and Hewitt Associates. David earned his Bachelor of Science degree in Applied & Computational Mathematics at the California Institute of Technology and his Master of Science in Anthropology from the University of Kent.

Jeffrey B. Goodman – Policy Analysis and Development

Jeffrey is an urban planner and considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has worked with Host Compliance since early 2016. Jeff has previously contracted with the Cities of Vancouver, BC; Pasadena, CA; West Hollywood, CA; New Orleans, Los Angeles, CA and Airbnb, and advised researchers on STRs in a range of other cities, including: San Francisco, Portland, and New York. Jeff has spoken about STRs across North America, including at the APA's National Planning Conference, and he is the author of a featured article in Planning Magazine on the topic of STR regulation². He graduated from Yale College and earned his Masters of Urban Planning from Harvard University.

Patrick Beguin– Implementation Project Manager

Patrick joined the Host Compliance team in January 2019 from various programming roles in different industries. Prior to joining Granicus, he served as an applications programming executive at Bank of America. At Host Compliance, Patrick quickly proved his worth by successfully completing the implementation of our software in Los Angeles which is one of our biggest clients. If the City were to select us as their partner for STR program management services, the primary points of contact would be Patrick Beguin, who is located in West Hills, California.

Briege Donahue - Implementation Project Manager

Briege is a critical member of our Professional Services team. Briege comes to us with several years of experience in the SaaS industry and has a wealth of knowledge in project management, customer relations, data collection/analysis and training. She is known for her strategic consultative skills and amiable attitude while providing an invaluable customer experience. Briege received her B.S. in Health Sciences and Business Administration at Bowling Green State University and currently lives in Denver, CO. As she resides in Denver, Briege is highly involved in managing an array of our west coast accounts, including Sacramento, CA; Breckenridge, CO; Provo, UT; Seaside, OR; Santa Cruz, CA; and Rockaway Beach, OR, among many others.

Helene Gaglioti – Customer Success Manager

Helene has spent her entire professional career working with customers and setting them up for success. Prior to joining Granicus, she worked for a major Short-Term Rental company and has worked directly with private homeowners, property managers, as well as platform providers. This gave her a great insider perspective and made her an asset to Granicus and our Host Compliance customers. Helene has worked with our customers on the contracting side, supporting them through their renewals, and assisting them with new products.

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Kate Springer– Assigned Implementation Project Manager

Kate Springer comes to Host Compliance with more than eight years of experience in SaaS implementations and customer success across multiple industries. She is passionate about helping customers achieve their business goals while providing world class service. Prior to joining the Host Compliance team Kate was an Implementation Customer Success Manager at a hospitality tech company, helping hotels all over the world implement a CRM system and working with them to achieve maximum usage and benefit. She strives to develop strong and open relationships with customers as a trusted adviser on all things short term rental related. Kate received a B.A. in History from Carleton College and currently resides in Boca Raton, Florida, where she works with clients across the eastern and central time zones.

CUSTOMER SUPPORT

The Granicus Customer Support Team is focused around a single common mission: provide our clients with high quality, responsive support across all our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

Philosophy and Team Credentials

Teachers, public servants, musicians...this is just a sampling of the kinds of folks who embody the Granicus support organization. Despite our diverse backgrounds - we are all focused on one mission: to provide highly responsive world-class support to our local, state, and federal clients.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN. In addition to our standard product training, all of our GovMeetings representatives undergo an intensive training process that includes an introduction to Robert's Rules of Order, the local legislative process, key state and local considerations (e.g. The Brown Act, Section 508 Compliance etc.) and technology-specific training.

We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

Our Team

Ernie Granillo – Director of Customer Success

Ernie started his career as an intern for the U.S. Department of Justice as a high school student in San Diego. Coming from a family of law enforcement, educators, and military, Ernie continued his career as a programmer at the IT department of his alma mater, UC Riverside. Eventually making his way up to Oakland, C.A., Ernie joined the strategic communications and marketing department for the UC Office of the President where he oversaw all web and digital communications for more than 200,000 UC

GRANICUS

employees and retirees. Ernie has been with Granicus since 2012 and now resides in Denver with his wife and son.

Travis Kozik – Senior Customer Support Engineer

Travis started his career in customer service while attending Film School. Travis' skills would eventually take him to Netflix, where he would work as a technical support representative and work his way up to running his own team. Travis joined Granicus with the goal of further honing his technical skills and has been with the company since 2016. Travis works out of Denver where he lives with his wife and 7 children.

Contacting our Support Organization

Regular Support Hours (Phone, Email, Chat):
Monday-Friday, 8AM EST – 10PM EST

Extended Live Meeting and Video Streaming Support (Phone, Email):
Monday-Friday 9PM EST - Midnight

Emergency Support is available 24/7

Phone:
(800) 314-0147 (US)
+44 (0) 800 032 7764 (Europe)

Email:
support@granicus.com

Granicus Support Portal - Support.Granicus.com

The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all of our product offerings. Additionally, our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and software.

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Support Service Levels and Priority Levels

Granicus is dedicated to providing the highest levels of support to our customers. To ensure that each support case is handled efficiently, we commit to the below service levels.

PRIORITY 1: EMERGENCY

Initial response: Within at least one hour

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage).

Examples:

- Web server is running but application is non-functional
- SQL-server errors not related to hardware

PRIORITY 2: HIGH

Initial response: Within at least four business hours

Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member.

Example:

Granicus site is operational but search, calendar or other modular functionality is impaired

PRIORITY 3: MEDIUM

Initial response: Within at least one business day

Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task.

Examples:

- File attachments won't upload
- Text is not rendering correctly

PRIORITY 4: LOW

Initial response: Within at least three business days

Limited business impact. Requests can be scheduled.

Examples:

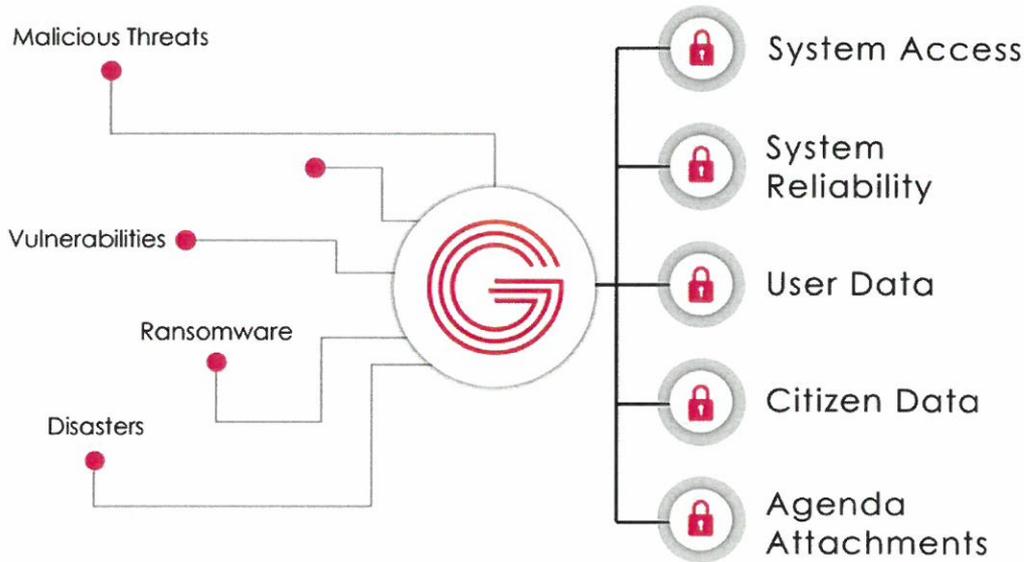
- Programmatic change to back-end or front-end to improve efficiency
- Distribution of all patches and upgrade

SECURITY OVERVIEW

No other short-term rental compliance monitoring software provider invests as heavily in infrastructure as Granicus, whether that investment is in our datacenters or in the platform engineers who ensure that they operate flawlessly. Granicus views NIST 800-53 as the gold standard for application and infrastructure security.

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Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.



Security Overview

We have leveraged best-practice principles from our roots in Silicon Valley in building the Host Compliance software, technology infrastructure, and data science architecture. Our core solutions are built in-house (given the lack of existing robust solutions incorporating geo-spatial data and the ability to run complex algorithms) and all data pertinent to our services are delivered through an integrated web interface that incorporates multiple modules (e.g., address identification, compliance monitoring, online permitting, tax collection, rental activity and tax compliance monitoring, hotline, reports, and dashboards) updated in real time. As the Host Compliance solution is a cloud-based solution on a virtualized server, it will be accessible to the relevant City personnel through a secure password-protected web application. Data and reports can be pulled by City staff "on demand" through our platform, without the need for advanced hardware – only a secure and consistent connection to a modern Internet browser (e.g., Explorer 11+, Edge, Chrome, Firefox, and Safari) to access online software at a designated URL. As for PC requirements, if the City's PCs operate on one of the above-mentioned operating systems, you will be able to use the Host Compliance platform.

Data Center Security

For database management system, server hardware architecture, and related services, we are using Amazon, which is the industry's leading provider of such services and is well-known for its scalability and security. Host Compliance is 100% cloud-based which for the City means that there are no web hosting requirements as our databases are hosted on Amazon Web Services.

With regard to security, as described above, Host Compliance hosts our applications and your data with Amazon Web Services (AWS) which provides a highly-reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of organizations in 190 countries including government institutions such as the U.S. Department of State, the U.S. Department of Energy, the Center for Disease Control, the State of Washington, and Multnomah County, OR. AWS is a secure, durable technology platform with industry-recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. All the data centers we use have multiple layers of operational and physical security to ensure the integrity and safety of our data.

All data is backed up using daily and weekly images. Parent/child replication also ensures that database backups are hot-swappable. Backups and replications are not transported off site but are stored in different Amazon data centers from the Host Compliance application to ensure that they can be recovered in case of loss at the primary data center. To identify and manage threats, Host Compliance's team constantly monitors notifications from various sources and alerts from internal systems.

Robust Security Layers

We follow industry-standard practices under the guidance of our experienced Information Security Officer and our Privacy Officer. For example:

- None of our servers are publicly accessible. Host Compliance engineers must proxy all their traffic through our secure jump box to reduce potential attack vectors from would be hackers.
- We have a strict two-factor authentication policy for all third-party logins (such as through Google), if available.
- Public access to AWS s3 is restricted for website assets.
- All data (s3 + database storage) is encrypted at rest and is only made available, on an as-needed basis, to employees and contractors of Host Compliance via a secure Host Compliance login unique to the individual, each of whom are all working under agreements that contain strict confidentiality clauses.
- Employees are required to encrypt their hard drives, and User access profiles are managed centrally through LastPass and our HR/ contractor onboarding and offboarding processes.
- We document and inventory our hardware (e.g., employee laptops and monitors), software, and online applications.

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- We retain logs of all database interactions (limited to Host Compliance employees and contractors) that stores stored data for 3 days. We retain all application logs for 15 days.
- Virtually all of the information we store is publicly available information (e.g., platform listings, publicly available government records). Credit card and bank account information is not persisted anywhere on our system and is instead passed directly to our third-party payment processor, Stripe, Inc. Stripe, Inc. is a vendor certified to PCI Service Provider Level 1 (the most stringent level of certification available in the payments industry) that processes payments for more than 100,000 other companies and organizations including Amazon, Target, and UNICEF. For the limited personal information, we retain (primarily for our Permitting/Registration and Tax Collection customers), the information is stored in highly-secure Amazon S3 buckets that are protected by appropriate security mechanisms that have been reviewed and approved by various customers' cybersecurity teams, including Los Angeles and Seattle.

Proposed Cost

Service Category	Pricing Structure	If Applicable
Short-term rental administration and permitting	\$8,912.00/Year	Yes
Hotel Occupancy Tax collection, remittance and reporting	Included in cost above	Yes
Perform audits of overnight rental operators for occupancy tax compliance	\$11,697.00/Year	Yes
Identification, notification and reporting of non-compliant overnight rental operators	\$26,323.82/Year	Yes
TOTAL	\$46,932.82/Year	<i>Pricing will stay the same if choosing to renew for Years 2 & 3</i>



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Fredericksburg, TX

Granicus Proposal for Fredericksburg, TX

ORDER DETAILS

Prepared By: Mike Bozich
Phone:
Email: mike.bozich@granicus.com
Order #: Q-163371
Prepared On: 11/10/2021
Expires On: 03/31/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

Order #: Q-163371
Prepared: 11/10/2021

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1114 Rental Listings	\$17,545.50
Compliance Monitoring	Annual	1114 Rental Units	\$8,778.32
Rental Activity Monitoring	Annual	1114 Rental Units	\$11,697.00
Mobile Permitting & Registration	Annual	1114 Rental Units	\$8,912.00
Tax Collection	Annual	1 Each	\$0.00
SUBTOTAL:			\$46,932.82

Order #: Q-163371
Prepared: 11/10/2021

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Order Form
Fredericksburg, TX

Order #: Q-163371
Prepared: 11/10/2021

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	\$17,545.50	\$17,545.50
Compliance Monitoring	\$8,778.32	\$8,778.32
Rental Activity Monitoring	\$11,697.00	\$11,697.00
Mobile Permitting & Registration	\$8,912.00	\$8,912.00
Tax Collection	\$0.00	\$0.00
SUBTOTAL:	\$46,932.82	\$46,932.82



PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Rental Activity Monitoring	<p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).</p>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation</p> <ul style="list-style-type: none"> - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial



Solution	Description
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.



Solution	Description
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Tax Collection - Online Training	Virtual training session with a Granicus professional services trainer.



TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fredericksburg, TX to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-163371 dated 11/10/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fredericksburg, TX	
Signature:	
Name:	
Title:	
Date:	

Respondent Certifications – Attachment A

ATTACHMENT A – RESPONDENT CERTIFICATIONS

To demonstrate qualifications to perform the scope of services, each Respondent is required to submit the following information to Owner for consideration.

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company Name: Granicus, LLC

Permanent Address of Primary Office: 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102
Street City, ST ZIP

Tax ID Number: 41-1941088

1. If applicable, provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in law suits, contracts defaulted or filed for bankruptcy.

2. Form of ownership: Proprietorship Partnership Corporation Other (specify)
Limited Liability Company

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No

A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;

B. "fraudulent practice" means an intentional misrepresentation of facts made
1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
3. to deprive Owner of the benefits of free and open competition;

C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost proposal? Yes No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
2. That your cost proposal is genuine and is not a collusive or sham cost proposal;
3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost proposal or in any other cost proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of Fredericksburg or any other respondent; and
4. The prices quoted in your cost proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

3. HOUSE BILL 89 VERIFICATION:

A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: Yes No

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SEE NEXT PAGE FOR ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

THE STATE OF ~~TEXAS~~ *Minnesota*
COUNTY OF ~~GILLESPIE~~ *Ramsey*

I certify that I have read all of the specifications and general contract requirements and do hereby certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Granicus, LLC

Company's Name

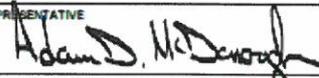
Jessica Yang

Signature, Authorized Representative of Respondent

Jessica Yang, Sr Manager - Renewals

Title

Certificate of Insurance

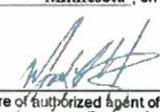
ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/15/2021 10/20/2021			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000			CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE:				
INSURED 1428953 Granicus, LLC 1999 Broadway Denver CO 80202			NAIC # INSURER A: National Fire Insurance Co of Hartford 20478 INSURER B: Valley Forge Insurance Company 20508 INSURER C: The Continental Insurance Company 35289 INSURER D: Columbia Casualty Company 31127 INSURER E: American Casualty Company of Reading, PA 20427 INSURER F:				
COVERAGES GRAD01		CERTIFICATE NUMBER: 17871027		REVISION NUMBER: XXXXXXXX			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADL INSR	BURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	6043664103	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OF AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded Coll \$1,000 Ded	N	N	6043664084	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043664067 (AOS) 6043664070 (CA)	10/20/2021	10/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab/Tech E&O/Cyber Liab	N	N	596722177 (E&O/Cyber)	12/15/2020	12/15/2021	\$5,000,000 / Ded: \$25K
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Evidence of Insurance							
CERTIFICATE HOLDER 17871027 Evidence of Insurance			CANCELLATION See Attachment				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			AUTHORIZED REPRESENTATIVE 				

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ACORD 25 (2016/03)

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Conflict of Interest Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
		1 of 1		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Granicus St. Paul, MN United States		CERTIFICATION OF FILING Certificate Number: 2021-817814 Date Filed: 10/28/2021 Date Acknowledged:		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Fredericksburg				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 22.1018STR-HOT-SUTA Short-term Rental, Hotel Occupancy Tax and Sales & Use Tax Services				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	NA	NA	NA	NA
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>				
6 UNSWORN DECLARATION My name is <u>Mark Hynes</u> , and my date of birth is <u>5/10/1969</u> . My address is <u>408 Saint Peter St, Suite 600</u> , <u>Saint Paul</u> , <u>MN</u> , <u>55102</u> , <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Ramsey</u> County, State of <u>Minnesota</u> , on the <u>1st</u> day of <u>November</u> , 20 <u>21</u> . <small>(month) (year)</small> <div style="text-align: center;">  _____ Signature of authorized agent of contracting business entity <small>(Declarant)</small> </div>				

Certificate of Interested Parties

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">not applicable</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- ***
- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Additional Supporting Information

LEGAL EXCEPTIONS

November 18, 2021

Janelle Chapman
Purchasing Coordinator – Finance Department
City of Fredericksburg
126 W. Main Street
Fredericksburg, TX 78624

Subject: Exceptions to Short-term Rental, Hotel Occupancy Tax and Sales & Use Tax Services, RFP No. 22.1018STR-HOT-SUTA

Dear Ms. Chapman:

Thank you for providing us with the opportunity to respond to the Request for Proposal (RFP) entitled “Short-term Rental, Hotel Occupancy Tax and Sales & Use Tax Services”, RFP Number 22.1018STR-HOT-SUTA.

Granicus reserves the right to negotiate applicable terms and conditions upon award, however, we respectfully submit the following corporate standard terms for your consideration:

Section 4, General Information

- **Section 4.7, Insurance and Liability** - Please see Granicus’ Evidence of Insurance attached as Exhibit C. Granicus will comply with the limits detailed therein. Note that as a standard Granicus does not agree to name but agrees to include clients as an additional insured. Additionally, Granicus’ insurance company is unable to provide cancelation notice endorsements, but Granicus is willing to provide at least thirty (30) days prior written notice of any cancellation or change to the insurance requirements included in its agreement with its clients. Granicus does not own any automobiles.
- **Section 4.7, Insurance and Liability** -Granicus respectfully requests the following language in this section:
“During the period of this contract, Contractor will maintain at their expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of Fredericksburg harmless from any direct damage solely caused by Contractor’s gross negligence ~~and all causes of action~~ arising from this contract. With respect to required insurance, Contractor will:”
- **Section 4.8, Errors and Omissions** – Granicus respectfully requests the following language to this section:

“To the fullest extent permitted by Laws and Regulations, Contractor will indemnify, hold harmless and defend City of Fredericksburg, their officers, agents and employees from ~~any~~ direct loss, damage, liability or expense, including reasonable attorney’s fees, on account of damage to property and injuries, including death, to all persons, including employees of the contractor or any of its consultants, which may arise from any gross negligent act, error or omission, solely on the part of the contractor, its employees, agents, and consultants, pursuant to this contract.”

“EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”

“**LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT’S BREACH OF THE LICENSE GRANT HEREIN OR OBLIGATION TO PAY FEES DUE, EACH PARTY’S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY ORDER OR SOW HERETO, WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE FEES PAID BY THE CITY FOR THE GRANICUS PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.”

- **Section 4.9, Indemnity Against Loss** – Granicus respectfully requests the following language:

“The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property ~~resulting in any way~~ from the Contractors’ grossly negligent performance of this contract or any subcontract hereunder, and Contractor further agrees to ~~provide the defense for, and~~ indemnify and hold harmless City from ~~any and all~~ claims, suits, causes of action, and liability, solely caused by Contractors’ gross negligent acts arising in connection with of this contract.”

- **Section 6.4, Terms and Conditions subparts (j) Termination for Default** – Granicus respectfully requests modifications to the following language:

2nd Paragraph: “Such written warning may include placing the contractor on probation, thereby giving the contractor ~~a certain period of time~~ thirty (30) days to correct the deficiencies or potentially incur termination.”

5th Paragraph: . “~~As a minimum, Contractor may be required to pay any difference in the cost of securing the products or services covered by this contract or compensate~~

~~for any loss to City should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees."~~

Granicus Master Services Terms

Granicus provides Software as a Service (SaaS) products. Granicus respectfully requests insertion of SaaS language that is industry standard and applies to all Granicus customers:

1. Use Rights

1.1. License. Subject to the terms and conditions of this Agreement, Granicus hereby grants to City a non-exclusive, non-transferable right and license to use the Granicus Products for its internal purposes during the Term, subject to any additional rights and restrictions set forth in the applicable Order or SOW. This grant of rights is not a sale of the Granicus Products. Granicus and its third-party providers reserve all rights not expressly granted to City in this Agreement.

1.2. Use of Granicus Products.

1.2.1. Data Sources. City may only upload data related to individuals that originates with or is owned by City. Data purchased from third parties may not be used with the Granicus Products without Granicus' prior written consent and list cleansing services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by City for any purpose other than performing services subject to this Agreement.

1.2.2. Passwords. Passwords are not transferable to any third party. City is responsible for keeping all passwords secure and all use of the Granicus Products accessed through City's passwords.

1.2.3. Third Party Contractors. City may permit its third party contractors to access and use the Granicus Products solely on behalf of, and for the benefit of, City, so long as: (i) contractor agrees to comply fully with this Agreement as if it were City; (ii) City remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all use of the Granicus Products and any metered or transactions includes licenses and use allocated to contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to City that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Granicus Products, un-install and destroy all confidential or proprietary Granicus information in its possession, and City must certify its compliance with this section in writing upon Granicus' request.

1.2.4. Content. "Content" means text, data, graphics, personal information or any other material: (i) displayed or published on City's website; (ii) provided by City to Granicus to perform services; or (iii) uploaded into Granicus Products for use by City or end users of the Granicus Products. City can only use Granicus Products to share Content that is created by or owned by City and/or Content for affiliated organizations provided that use by City for affiliated organizations is in support only, and not as a primary communication vehicle for other organizations that do not have a separate license to a Granicus Product. Granicus is not responsible for any Content used, uploaded or migrated by City or any third party.

1.2.5. Advertising. Granicus Products will not be used to promote products or services available for sale through City or any third party without Granicus' prior written consent. Upon Granicus' request, City will provide a copy of any agreement between City and a third party that compensates City for the right to have information included in Content distributed or made available through Granicus Products for Granicus review prior to granting such approval.

1.3. Restrictions. City will not:

1.3.1. Use or permit any end user to use the Granicus Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Granicus Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Granicus Products to make unauthorized entry into any other device accessible via the network or Granicus Products;

1.3.2. Use the Granicus Products as a door or signpost to another server;

1.3.3. Disassemble, decompile, reverse engineer or make derivative works of the Granicus Products;

1.3.4. Rent, lease, lend, or host the Granicus Products to or for any third party, or disclose the Granicus Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

1.3.5. Use the Granicus Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied parties prohibitions; or

1.3.6. Modify, adapt, or use the Granicus Products to develop any software application intended for resale which uses or competes with the Granicus Products in whole or in part.

1.4. City Feedback. Granicus may use any suggestion, enhancement request, recommendation, correction or other feedback provided by City relating to the Granicus Products or use thereof without need for permission or consent or the payment of fees or attribution to City.

2. Payment

2.1. Fees. City will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus may suspend City's access to any Granicus Products if there is a lapse in payment not remedied promptly upon notice to City. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is City's responsibility to provide applicable exemption certificate(s).

2.2. Payment. City will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus, or if City is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable.

2.3. Purchase Orders. Upon request, Granicus will reference a purchase order number on its invoices if City provides the corresponding purchase order information to Granicus prior to generating the invoice. City agrees that a failure to provide Granicus with purchase order information will not relieve City of its obligations to provide payment in accordance with this section.

GRANICUS

2.4. Price Increases. Subject to any prices separately negotiated by the parties, Granicus will provide notice of price increases at least thirty (30) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Price increases will not exceed ten percent (10%) over the prior annual Term's fees.

3. Representations, Warranties and Disclaimers

3.1. Warranties. Granicus warrants that it has the rights necessary to grant to City the license granted in this Agreement, and that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

3.2. City represents and warrants that all Content is owned or properly licensed by City for use with the Granicus Products or services provided under this Agreement, and that the Content does not infringe or misappropriate the intellectual property, privacy, moral or other rights of any third party.

3.3. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE GRANICUS PRODUCTS ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Indemnification

4.1. Indemnification by Granicus. Granicus will defend, indemnify and hold City harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Granicus Products as delivered to City and when used in accordance with this Agreement and the applicable SOW or Order infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

4.2. Granicus will have control of the defense and reserves the right to settle any Claim. City must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. City may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

4.3. If the Granicus Products are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Granicus Products may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Granicus Products with non-infringing functional equivalents; (ii) modify the affected Granicus Products to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product and refund to City any prepaid fees for the then-remaining or unexpired portion of the Order or SOW Term.

4.4. Granicus will have no obligation to indemnify, defend, or hold City harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product by City (or by anyone under

GRANICUS

City's direction or control or using logins or passwords assigned to City); (ii) a modification made by Granicus pursuant to City's required instructions or specifications or in reliance on materials or information provided by City; (iii) combination with the Granicus Products with non-Granicus software or data; or (iv) City's use (or use by anyone under City's direction or control or using logins or passwords assigned to City) of any Granicus Products other than in accordance with this Agreement. This section 8 sets forth City's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

Granicus is willing to negotiate the foregoing exceptions and any agreeable modifications to the RFP terms and conditions. We look forward to engaging with you and negotiating the terms and conditions that will form the basis of our future relationship.

Sincerely,





408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Fredericksburg, TX

Granicus Proposal for Fredericksburg, TX

ORDER DETAILS

Prepared By: Mike Bozich
Phone:
Email: mike.bozich@granicus.com
Order #: Q-168438
Prepared On: 12/21/2021
Expires On: 03/31/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1114 Rental Listings	\$17,545.50
Compliance Monitoring	Annual	1114 Rental Units	\$8,778.32
Rental Activity Monitoring	Annual	1114 Rental Units	\$11,697.00
Mobile Permitting & Registration	Annual	1114 Rental Units	\$8,912.00
Tax Collection	Annual	1 Each	\$0.00
24/7 Hotline	Annual	1114 Rental Units	\$7,018.20
SUBTOTAL:			\$53,951.02

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	\$17,545.50	\$17,545.50
Compliance Monitoring	\$8,778.32	\$8,778.32
Rental Activity Monitoring	\$11,697.00	\$11,697.00
Mobile Permitting & Registration	\$8,912.00	\$8,912.00
Tax Collection	\$0.00	\$0.00
24/7 Hotline	\$7,018.20	\$7,018.20
SUBTOTAL:	\$53,951.02	\$53,951.02

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Rental Activity Monitoring	Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation <ul style="list-style-type: none"> - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial

Solution	Description
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Tax Collection - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fredericksburg, TX to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-168438 dated 12/21/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fredericksburg, TX	
Signature:	
Name:	
Title:	
Date:	



Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between City of Fredericksburg ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). The City of Fredericksburg and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Agreement Term**" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"**Extension Term**" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"**Initial Term**" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

"**Order Term**" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

"**Statement of Work**" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"**Support**" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.
- 3. Use of Granicus Products and Services and Proprietary Rights**
- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
- 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
- 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.
4. **Payment**
- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** To the extent allowed by Texas law, Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		City of Fredericksburg	
ATTN:	Contracts	ATTN:	
Address:	408 St. Peter Street Suite 600 Saint Paul, MN 55102	Address:	
Phone:	(651) 757-4154	Phone:	
Email:	contracts@granicus.com	Email:	

- 10.8. **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Texas, without reference to the State’s principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Gillespie County, TX.
- 10.10. **Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client’s request for RFI, RFP, RFQ; and (5) Client’s RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client’s responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. **Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client’s name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Either Party hereto is entitled to obtain injunctive relief if the other Party's use or provision of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

City of Fredericksburg

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type Name of Signatory)

Name: _____
(Print or Type Name of Signatory)

Title: _____

Title: _____

Date: _____
(Execution Date)

Date: _____
(Execution Date)

Attachment(s): Exhibit A (Proposal)



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Fredericksburg, TX

Granicus Proposal for Fredericksburg, TX

ORDER DETAILS

Prepared By: Mike Bozich
Phone:
Email: mike.bozich@granicus.com
Order #: Q-168438
Prepared On: 12/21/2021
Expires On: 03/31/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1114 Rental Listings	\$17,545.50
Compliance Monitoring	Annual	1114 Rental Units	\$8,778.32
Rental Activity Monitoring	Annual	1114 Rental Units	\$11,697.00
Mobile Permitting & Registration	Annual	1114 Rental Units	\$8,912.00
Tax Collection	Annual	1 Each	\$0.00
24/7 Hotline	Annual	1114 Rental Units	\$7,018.20
SUBTOTAL:			\$53,951.02

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	\$17,545.50	\$17,545.50
Compliance Monitoring	\$8,778.32	\$8,778.32
Rental Activity Monitoring	\$11,697.00	\$11,697.00
Mobile Permitting & Registration	\$8,912.00	\$8,912.00
Tax Collection	\$0.00	\$0.00
24/7 Hotline	\$7,018.20	\$7,018.20
SUBTOTAL:	\$53,951.02	\$53,951.02

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Rental Activity Monitoring	<p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).</p>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation</p> <ul style="list-style-type: none"> - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial

Solution	Description
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Tax Collection - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fredericksburg, TX to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-168438 dated 12/21/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fredericksburg, TX	
Signature:	
Name:	
Title:	
Date:	



CITY COUNCIL MEMO

DATE: February 7th, 2022
TO: Mayor and City Council
FROM: Braxton Roemer, Special Services Lieutenant
SUBJECT: Police/Municipal Building Project

Summary:

The Police Department was tasked with locating an Architectural Firm to provide conceptual drawings and a cost estimate for a new Police Department, Municipal Court and Police Warehouse. Through the Request for Qualifications (RFQ) process, Lopez Salas Architects was selected as best suited to meet the needs of the project and subsequently submitted a contract that was within limits of the funds allocated in the current budget cycle.

Recommendation:

It is recommended that the City Council consider Lopez Salas Architects' contract for architectural services for the Police and Municipal Court project.

Background / Analysis:

The City's Administration identified 301 Friendship Lane (property immediately East of the Consolidated Warehouse) as a probable location to construct a Police Department, Municipal Court, and Police Warehouse. Furthermore, this property has already been acquired by the City. Following the 2022 Fiscal Year budget process, the City Council tasked the City's Administration with identifying an Architectural Firm to provide preliminary drawings and cost estimates for these facilities.

The City of Fredericksburg

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

A Request for Qualifications was posted, and 16 architectural firms responded with a Statement of Qualification. A panel of 5 stakeholders were selected for initial ranking of the 16 firms. The panel consisted of:

Assistant City Manager Clinton Bailey
Chief of Police Steve Wetz
Municipal Court Judge Shelley Becker
Police Lieutenant Brian Vorauer
Police Lieutenant Braxton Roemer

After initial rankings, the panel interviewed the top 4 (See attached scoring criteria and rankings). Upon completion of the interviews, the panel unanimously selected Lopez Salas Architects as the best qualified and fit for this project.

Lopez Salas Architects was established in 1999 and is based out of San Antonio, Texas. This firm has completed numerous municipal and county projects. Specifically, they have completed the City of San Antonio Public Safety Headquarters, Buda Public Safety building, Kendall County Courthouse, Bexar County Justice of the Peace Pct 3 building renovation, and Bulverde Police Headquarters. Additionally, Lopez Salas Architects will be working with bvg4 out of Dallas, Texas. bvg4 specializes in design of public safety facilities, and both firms have a previous working relationship on similar projects.

As the top ranked firm, a proposal was requested of Robert Lopez of Lopez Salas Architects. The City budgeted \$85,000 for the preliminary architectural design fees for this budget year, and a contract (see attached) was returned for \$82,255 with an agreement to provide the following services:

Evaluation of Program
Preliminary Site Investigation and Analysis
Conceptual Site Plan
Conceptual Floor Plan
Conceptual Exterior Elevations
Opinion of Probable Construction Costs

Attachments:

Powerpoint Presentation
Lopez Salas Architects Contract



Department Approval



City Manager Approval

The City of Fredericksburg

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

**POLICE DEPARTMENT, MUNICIPAL
COURT, AND POLICE WAREHOUSE
PROJECT**

Preliminary Design Contract

SOQ RANKING CRITERIA

Maximum Score

Criteria

The maximum score for sub-group(s) is the bold number.

100.0

1. Cover Letter

5.0

Signed and dated by an authorized representative of the organization.

2. Basic Qualifications

10.0

Provide general information relative to the firm size, history, personnel and areas of expertise.

References to applicable awards, associations, etc. may also be included.

3. Ability to Perform

15.0

Provide an overview of the firm's specific experience on similar projects.

Provide an overview of how the firm will meet the project schedule.

The City of Fredericksburg is considering the alternative delivery method, construction manager at risk. Please provide any specific experience the proposed project team may have with this delivery method.

4. Technical Capabilities

20.0

Provide a narrative description of the firm's resources and ability to deliver services required for the project.

Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications.

Specify who will be the team leader and primary contact person.

Identify associates who will be involved and their roles.

**SOQ RANKING
CRITERIA
CONTINUED**

5. Performance History **15.0**

List of all clients with similar projects. The list should include:
 Name of agency/client, contact person, phone number and email address.
 Year the service was provided.

Type of project and scope of services provided.
 Project contract value.

6. Proposed Project Approach and Scope of Services to be Provided **20.0**

Provide a narrative that conveys an understanding of the project goals and objectives and how the consulting firm will meet them.
 Demonstrate the firm's capabilities, innovative approaches and/or special methodologies to accomplish the project.
 Describe and provide a systematic and methodical description of the scope of work and how it will be accomplished in a format that could be included in a consulting contract.
 Identify key personnel to be used and their areas of responsibility.

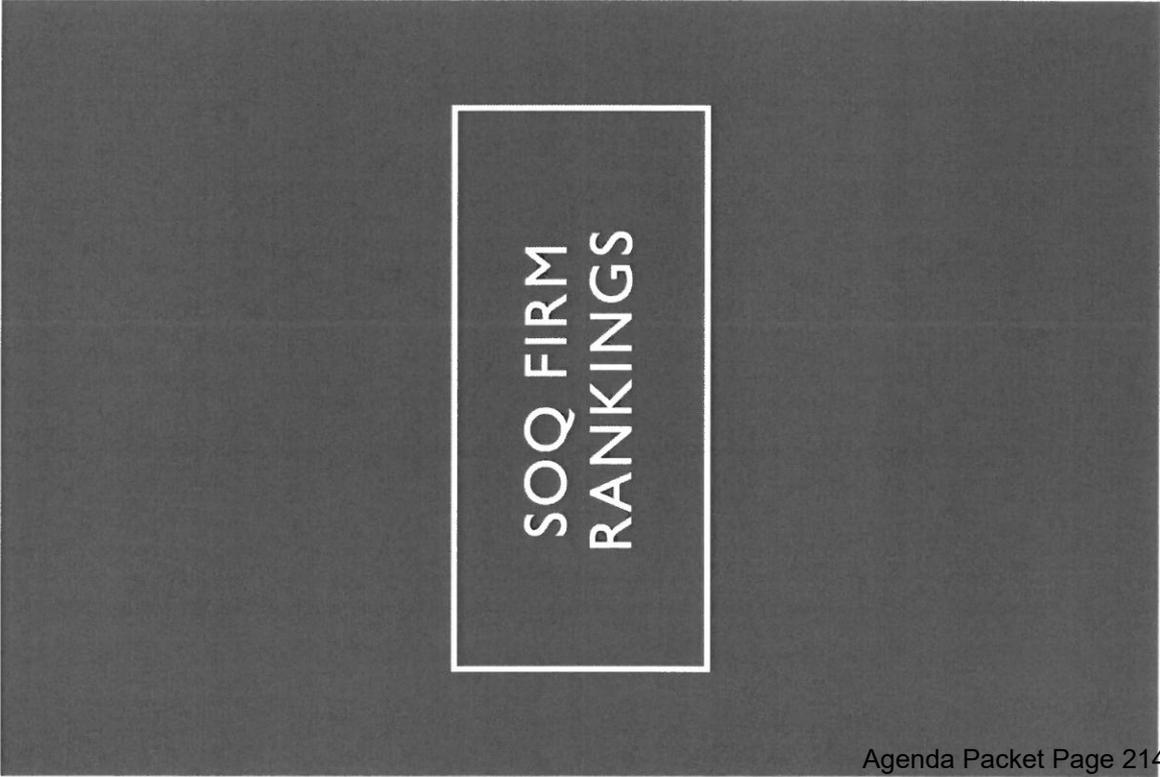
Provide a breakdown of time and staff by work activity .

7. Geographic Proximity **10.0**

Consideration will be given to where the consulting firm's main office is located and how that may, or may not, affect the timely delivery of services.

8. Additional Information **5.0**

The City of Fredericksburg requires professional liability, workers' compensation, commercial general liability, business automotive, and umbrella excess liability insurance coverage for firms with which it contracts. Please state what coverages your firm carries and in what amounts.
 Provide any brochures or other marketing literature you wish to include in your submittal.



Firm

PGAL*

ADG*

BRW + Mustard Design*

Lopez Salas*

Randall Scott

RPGA

GFF + Mustard Design

Beaty Palmer

FGMA

RVK + DRG

KGA

Steinbomer

Eikon

Parkhill

Level 5

Studio8

* = Those selected for interview

INTERVIEW RANKING CRITERIA

Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number.	100.0
1. Project Understanding & Approach:	30.0
Understanding of scope of work.	
Project approach.	
Detailed work plan for the proposed project.	
Firm's ability to meet project schedule.	
2. Project Team's Experience	30.0
Staff/project manager availability, commitment to project, and staff location.	
Project manager's past performance on recent City or similar projects.	
Project personnel and roles, including lead project engineer.	
Project team organization.	
3. Questions & Responses	30.0
Provides direct, clear, and concise responses to questions.	
4. References	10.0
Three references to police and/or court projects.	

**INTERVIEW
RANKINGS**

Firm

Lopez Salas

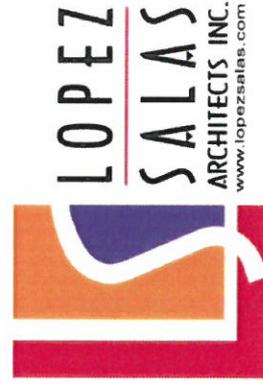
ADG*

BRW + Mustard Design*

PGAL

LOPEZ SALAS
ARCHITECTS
BACKGROUND

- Licensed Architectural Firm # BR 1609
- Founded in 1999
- Based out of San Antonio, Texas
- 11 Staff Members
- Extensive Experience with Government Projects to include:
 - Public Safety
 - Justice Centers
 - Schools



Architectural Design Team Leaders



Robert Lopez, AIA
Principal in Charge
Lopez Salas Architects



Francisco Lopez
Project Manager/Team Leader
Lopez Salas Architects

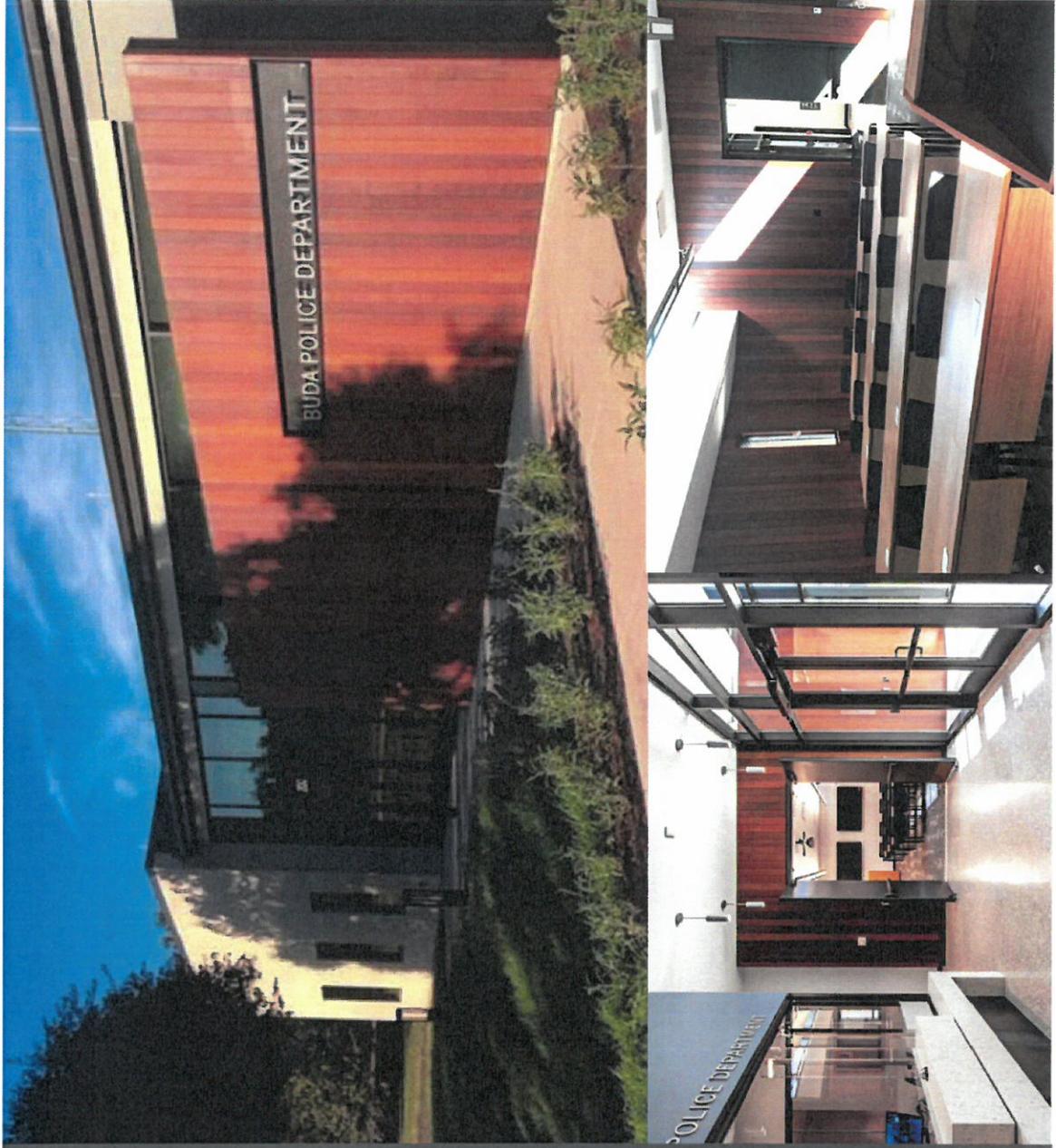


Melissa Brand-Vokey, AIA
Police/Courts Facility Planning & Design
BVG4

- **San Antonio Public Safety Headquarters**
- **Buda Police Department and Parks Maintenance Buildings**
- **San Antonio Emergency Operations Center**
- **Bulverde Police Headquarters**
- **San Antonio St. Mary's Street Police Station**
- **Bexar County Justice of the Peace**
- **Kendall County Courthouse**
- **NEISD Police Headquarters Addition**
- **Baytown Public Safety and Courts Facility**
- **San Antonio St. Mary's Street Police Station**
- **Cedar Park Police Addition and Renovation**
- **Huntsville Police Headquarters**
- **Wylie Public Safety, 911 and Courts Facility**
- **San Antonio Public Safety Headquarters**

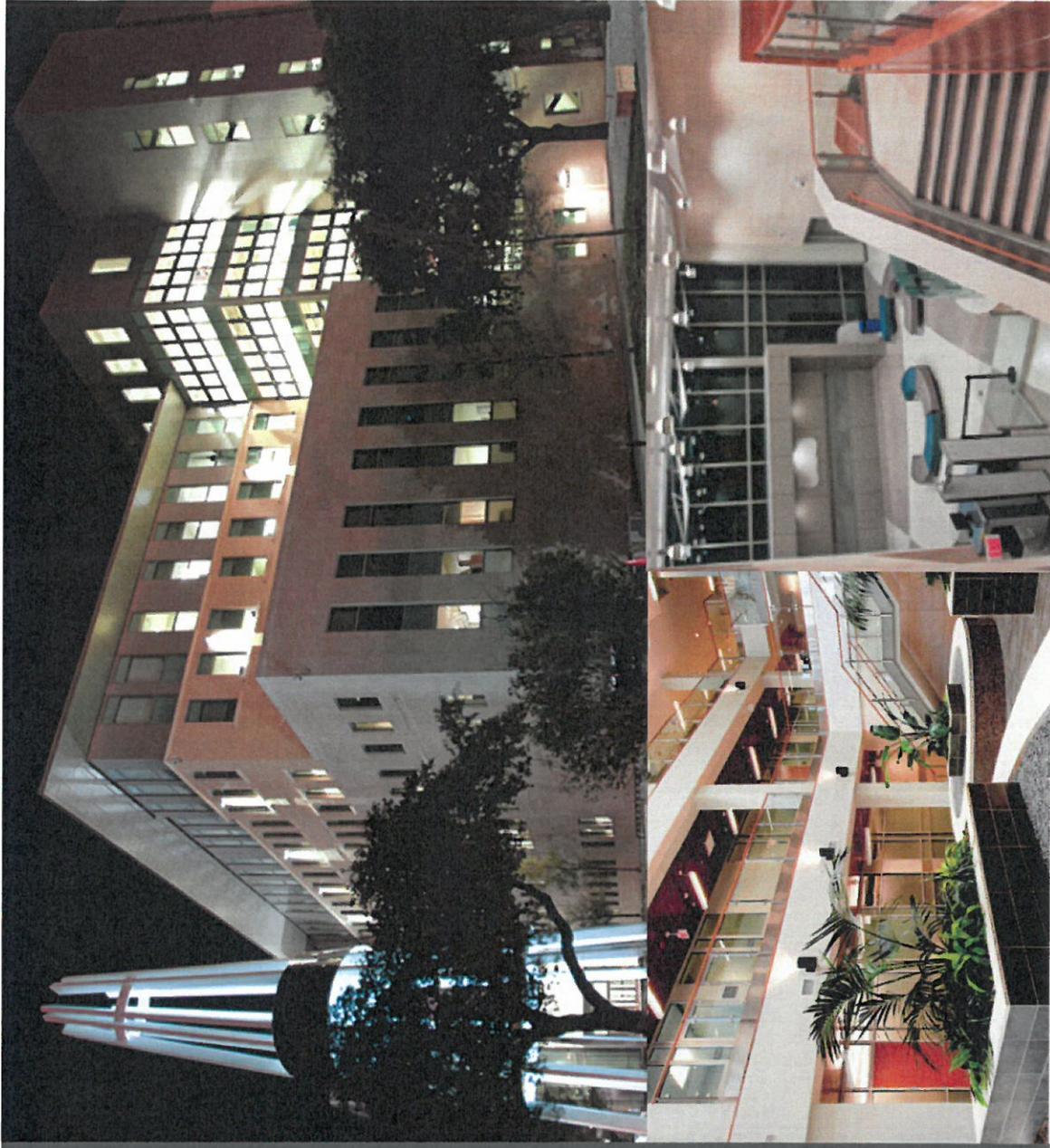
BUDA PUBLIC SAFETY BUILDING

- 14,408 Sq.ft.
- \$3,768,912
- Started October 2015
- Completed November 2017



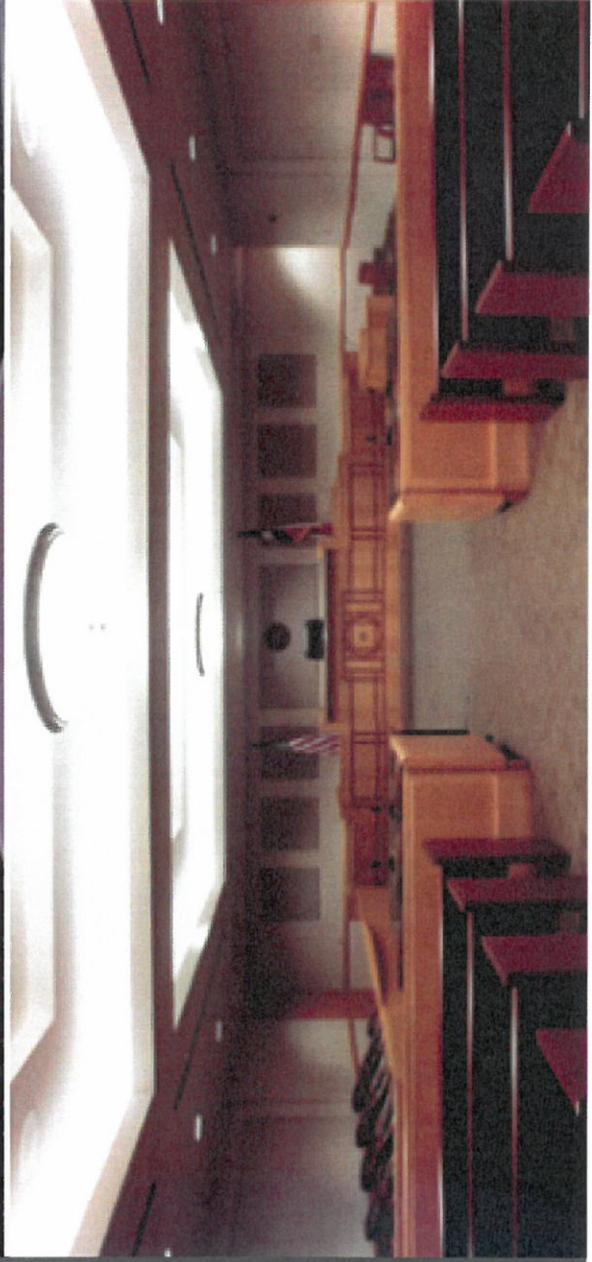
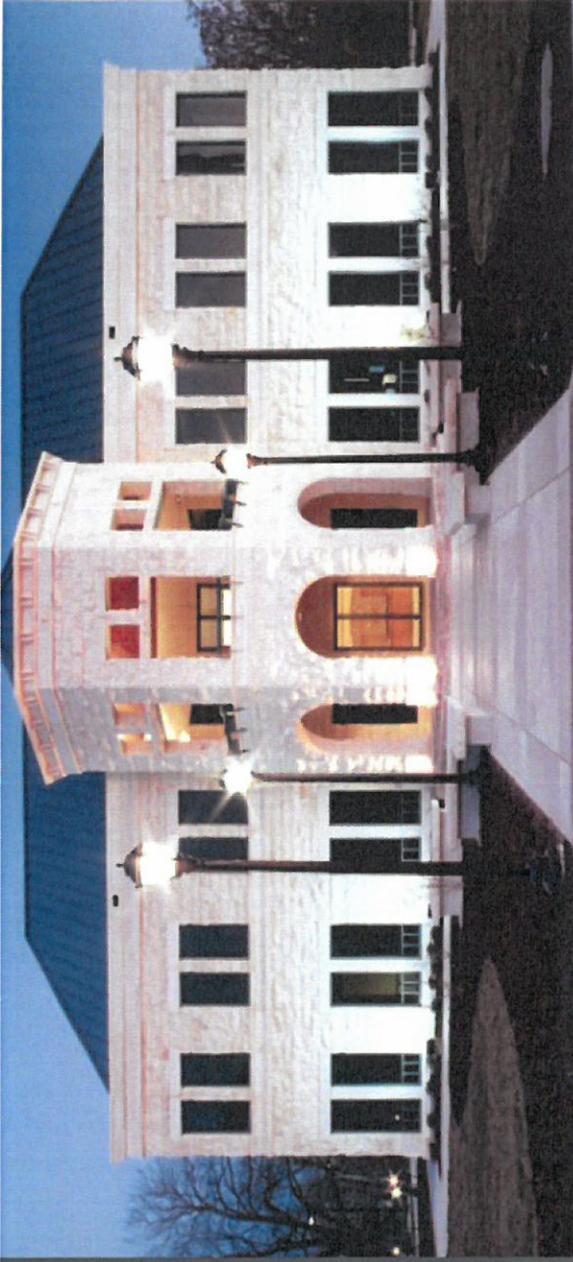
SAN ANTONIO PUBLIC SAFETY HEADQUARTERS

- 243,797 Sq.ft. – Six-Story Facility
- 266,040 Sq.Ft. – Nine-Story Parking Garage
- \$57,059,738
- Started July 2010
- Completed November 2012



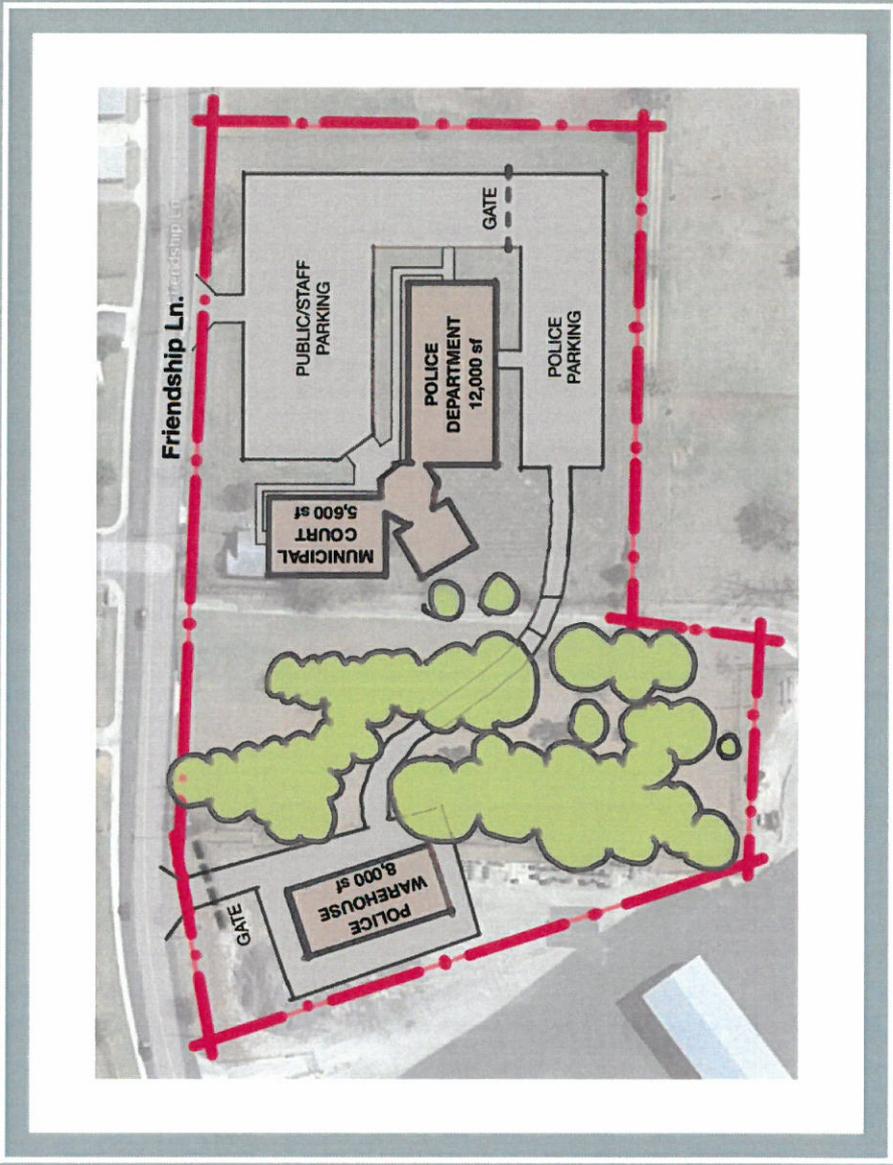
KENDALL COUNTY COURTHOUSE

- 43,000 Sq.Ft. – Three-
Story Facility including
county offices and
courtrooms
- Completed 1998

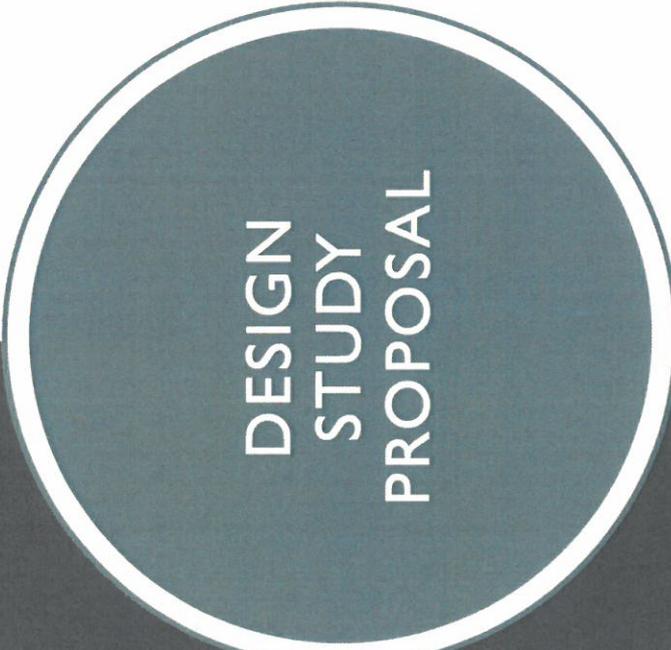




PROPOSED
CONSTRUCTION
SITE



**PRELIMINARY
SITE PLAN**



DESIGN STUDY PROPOSAL

- Budgeted Amount - \$85,000
- Design Study Cost - \$82,255
- Delivery Schedule – approximately 11 weeks
- Approximate Square Footage – 20,600 sq.ft Police/Municipal Court and 8000 sq.ft Police Warehouse
- Approximate Project Cost - \$8 to \$9 million
- Services Provided:
 - Evaluation of Program
 - Preliminary Site Investigation and Analysis
 - Conceptual Site Plan
 - Conceptual Floor Plan
 - Conceptual Exterior Elevations
 - Opinion of Probable Construction Costs

QUESTIONS

City of Fredericksburg
Police and Municipal Court Building
Fee Proposal
19 January 2022

OUR PROMISE

We promise to listen.
We promise to help you do more with less.
We promise to follow through.

We will Deliver



PROJECT SCOPE

The Conceptual Design Study and Opinion of Construction Costs will be provided for the project consisting of a new Police Department and Municipal Court building of approximately 20,600 sq. ft. and a Police Warehouse building of approximately 8,000 sq. ft. on a 6.5-acre site in Fredericksburg, Texas including site improvements.

The Conceptual work will include a thorough evaluation of current Program and provide a revised Space Program for the project. We will provide a site analysis and preliminary site design to properly locate the buildings with optimum flexibility for vehicular and pedestrian circulation, security, visibility as well as potential future growth. We will provide functional studies with plan options of both structures and a Diagrammatical Floor Plan and Exterior Elevations for review and approval. Owner approved conceptual work will be utilize for presentation work.

The scope culminates in Presentation Materials in the form of high resolution PDFs of the rendered Site Plan, Floor Plans, Exterior Elevations and a Photo Realistic Rendering for Owner's use in promotional materials for the upcoming Bond.

The Owner has allocated a project budget of \$8-\$9M.

BASIC SERVICES

1. **Evaluation of Program** – We will evaluate your current program and define expectation and establish benchmarks. Review space needs, adjacencies and circulation and area calculations to conform with Owner's budget.
2. **Preliminary Site Investigation and Analysis** - We along with our Civil Engineer will inventory existing conditions specific to the site as well as external factors affecting the site. We will assist you in the development of objectives for the site. We will prepare a diagrammatic site plan illustrating the site's character, its major problems and its potential. Phasing, if required, will also be addressed along with estimated future development of the facilities based on growth patterns and projections.
3. **Conceptual Site Plan** - Based on the approved site analysis, we will prepare a more detailed study showing the general mix, scale and density of your development and site improvements. This plan will show all vehicular and pedestrian circulation and conceptual drainage patterns for the development as well as defining areas for future expansion of buildings and provision for public, staff and police secured parking.
4. **Conceptual Floor Plans** - Based on the Site and Space Program, we will develop bubble diagrams to begin the discussion of your space needs, sizes, circulation patterns, security and adjacencies. From the options discussed we will provide a Diagrammatical Plan of the selected layout and develop Preliminary Floor Plans of each building for your approval.
5. **Conceptual Exterior Elevations** – We will develop design studies to determine the scale and character of the buildings, exterior material options, building massing and openings.
6. **Opinion of Probable Constrction Costs** – We will provide an Opinion of Probable Costs based on the approved Design Study. LSA will utilize a General Contractor to provide this Conceptual Cost Study.

ADDITIONAL SERVICE COMPENSATION & REIMBURSABLE EXPENSES

Additional Services are available but not included in the compensation for Basic Services. If required, we will perform additional services at our standard hourly rates in effect at the time the work is done or, at your request; we can provide a separate proposal for any additional services you desire. Please refer to the hourly compensation schedule currently in effect.

Reimbursable expenses, such as reproduction of documents (exclusive of interoffice and inter-disciplinary coordination prints), auto travel mileage outside Bexar County, Project Management Websites, photography, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.2 times our cost and will be in addition to the above compensation.

LSA COMPENSATION SCHEDULE FOR STANDARD HOURLY RATES FOR 2022

<i>Rate Per Hour</i>	<i>Classification</i>
\$215	Sr. Principal/Partner
\$180	Principal
\$150	Sr. Architect/Sr. Project Manager
\$130	Architect/Project Manager
\$115	Architect Intern III/Interior III
\$99	Architect Intern II/Interior II
\$85	Architect Intern I/Interior I
\$75	CAD Support
\$60	Admin. & Support Staff

INVOICES

Invoices for the work we have performed will be submitted to you each month. Payment is due upon receipt. If payment is overdue beyond thirty (30) days of billing date, carrying charges are guaranteed by you to be paid at the rate of one percent (1.0%) per month of the amount past due, plus any legal fees or expenses necessary for collection of the delinquent account. If payment becomes more than sixty (60) days past due, we reserve the right to stop work on the project, and any liabilities and/or additional expenses caused by our termination of activity will be assumed by you.

OTHER PROVISIONS

Our services do not include items which need to be performed independently for you by others, including boundary tree and topographic surveys, subsoil investigations, and any other documents required to describe existing conditions of the project. Our work will be prepared based on the documents which you furnish to us.

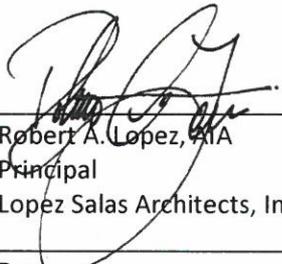
Drawings, specifications, reports, manuals and programs are instruments of service that are the property of Architect whether the project for which they are made be executed or not and are not to be used on other projects except by Agreement in writing with Architect.

Should you choose to terminate this agreement for any reason, you may do so by notifying us in writing. In this event, our total compensation due would be for that portion of our services provided and reimbursable expenses incurred to the date of our receiving your written notice. LSA reserves the right to suspend services if payment for compensation and expenses is not received within thirty (30) days of receipt of our invoice.

We do not warranty our work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made. Our total liability to you for any and all injuries, losses, expenses, damages or claims expenses caused by this Agreement, limited to our negligence, acts, errors or omissions from any cause or causes shall not exceed the total amount of our fee (excluding any fees paid to Engineers and/or other outside Consultants).

We each acknowledge that no representations other than those expressed herein have been made by either party, and that each of the parties is experienced in business matters of the type which are the subject of this agreement and has relied on his/her own experience and judgment or that of legal counsel in evaluating these terms.

City of Fredericksburg
Name or Title



Robert A. Lopez, AIA
Principal
Lopez Salas Architects, Inc.

Date

Date

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: 512-305-9000, has jurisdiction over individuals registered as architects or interior designers in Texas. The Board's internet address is www.tbae.state.tx.us.

**Police and Municipal Court
City of Fredericksburg Texas**

LSA



CITY COUNCIL MEMO

DATE: February 7, 2022

TO: Mayor and City Council

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

SUBJECT: Settlement Agreement-Texas Endo Opioid Settlement

Summary:

The State of Texas, through the Office of the Attorney General, has entered into a settlement agreement that includes the allocation of funds to local governments from recent litigation involving opioids. This item is for the Council approval of the execution of the "Endo" Subdivision Release Form. ("Endo" - pharmaceutical manufacturer Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc.)

Recommendation:

It is recommended that the City Council approve the execution of the attached Endo Subdivision Release Form.

Background / Analysis:

For the City to participate in the Endo settlement, the following steps must be completed:

1. Adopt a resolution adopting the Texas Term Sheet
2. Complete the Endo Subdivision Release Form
3. Submit resolution and release form to the Attorney General's office by March 10, 2022

During their regular meeting on October 4, 2021 the City Council adopted a resolution authorizing the Texas abatement fund council and settlement allocation term sheet (attached) approving the allocation of any and all opioid settlement funds within the state of Texas. Completing the Endo Subdivision Release Form releases the City from any legal claims associated with Endo which enables the City to participate in any State opioid related claims against Endo.

Attachments:

Resolution Approving Participation in Settlement Agreement
Term Sheet for Settlement Allocation
Endo Subdivision Release Form



Department Approval



City Manager Approval



City Attorney Approval

RESOLUTION 2021-11R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AUTHORIZING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General and a negotiation group for Texas political subdivisions, entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Fredericksburg support the adoption and approval the Texas Term Sheet in its entirety.

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

Section 1. That the City Council hereby supports and adopts the allocation method for opioid settlement proceeds as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the "Texas Term Sheet"), attached hereto as Exhibit A, to permit collaboration between the State of Texas and political subdivisions to create an effective means of distributing any potential settlement funds between the State of Texas and political subdivisions.

Section 2. That the City Council hereby authorizes Kent Myers, in his official capacity as City Manager for the City of Fredericksburg, Texas, to execute the necessary Subdivision Settlement Participation Forms and other required documents, on behalf the City of Fredericksburg, Texas, related to participation in the settlement as set forth in the Texas Term Sheet.

Section 3. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

Section 4. *Effective Date.* This Resolution shall be effective upon its

passage.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

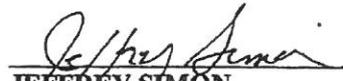


KENNETH PAXTON, JR.
ATTORNEY GENERAL

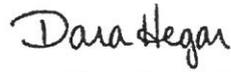
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



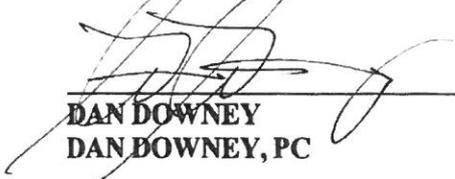
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT B

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Scabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Scagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Exhibit A

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]



CITY COUNCIL MEMO

DATE: February 7, 2022

TO: Mayor and City Council

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

SUBJECT: Heritage Hill Country Pressure Reducing Valve (PRV) Project - Construction Contract Award

Summary:

Receive construction contract bids for the Heritage Hill Country Pressure Reducing Valve (PRV) Project.

Recommendation:

City staff recommends awarding the material purchase for the Heritage Hill Country PRV Project to Park USA in the amount equal \$118,115.00.

Background / Analysis:

The City's water distribution system is broken into several water pressure planes throughout town. The water pressure zones are necessary around town with the change in topography across Fredericksburg. The Heritage Hill Country Subdivision, made up of approximately 200 homes and located off HWY 290 East, is located within the City's largest pressure zone and is at the lower ground elevation of that zone. As a result, the Heritage Hill Country Subdivision has some of the highest water pressures in town which are approximately 95 to 110 psi. Currently, each home owner has installed a private PRV on the customer's side of the water meter to lower the water pressure and protect the plumbing fixtures inside the home. Over the last couple of years, the Heritage Hill Country HOA Board has worked with City staff to address the high water pressure issues caused with failing PRVs in the neighborhood. The solution is to install two master PRVs on the two City water mains that feed the Heritage Hill Country subdivision.

The City of Fredericksburg

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

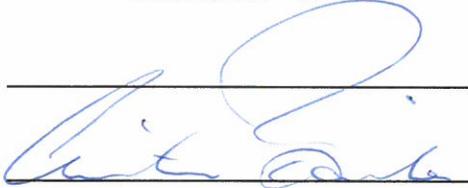
In November, City Staff put together bid documents for the materials purchase of the two PVRs. The bid documents were publicly advertised for 3 weeks, with a bid opening on December 22, 2021. Unfortunately, we did not receive any bids on December 22, 2021. In January 2022, the bid documents were re-advertised and one bid was received from Park USA on January 26, 2022. The bid, which only includes the materials for the two PVR vaults, is equal to \$118,115.00.

For FY2022, City Council budgeted \$100,000 in the Water Department budget for the project. As you can see the project bid is about \$18,000 over the project budget due to increase material prices.

City Staff recommends awarding the materials purchase for the Heritage Hill Country PRV project to Park USA equal to \$118,115.00 and covering the budget short fall with Water Dept fund balance.

Attachments:

- Material Bid – Park USA



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

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8491 Hwy 87 East
 San Antonio, Texas 78263
 (210) 227-7275

WWW.PARKUSA.com

Quotation

Quote No 22-34443-A7-513518
 Job No 21-34443

Division Water Distribution

Date 1/26/2022

Bid Date 1/26/2022

Terms Net 30

Delivery Method Best Way

FOB Jobsite

Sales Rep Tom Leininger

Direct (210) 227-7275

Mobile

E-Mail tleininger@parkusa.com

Created by: Tom Leininger

To City of Fredricksburg
 Attn Jeffery Rich
 Email jrich@fbgtx.org
 Tel (830) 889-5820
 Fax
 Mobile
 Project Heritage Hill Country- prv
 Fredricksburg TX

Line	Qty	Description	Unit Price	Ext Price
1	2.00	 PRESSURE REDUCING VALVE VAULT(PER DETAIL- 29) PARK MODEL PRV8X8 -8" X 8" PRESSURE REDUCING VALVE VAULT CONSISTS OF 8" PRESSURE REDUCING VALVE W/ 8" PIPED BYPASS ASSEMBLED WITH REQUIRED PIPES VALVES AND FITTINGS (SS BOLTS) IN 15' x 10' PRECAST CONCRETE VAULT STUBBED OUT WITH DUCTILE IRON PIPE, INCLUDES 48" X 72" ALUMINUM HATCHWAY W SAFTY GRATE & LADDER. ASSEMBLY IS HYDROSTATICALLY TESTED BEFORE SHIPMENT. NOTE: IF START UP IS REQUIRED, \$1500.00 PER DAY. ONE DAY IS DEFINED AS 8 HRS AND INCLUDE TRAVEL TIME. QUOTED OFFLOADED AND SET BY OTHERS.	\$58,700.00	\$117,400.00
2	1.00	 ENVIRONMENTAL RECOVERY FEE ALL PRODUCTS ARE SUBJECT TO ENVIRONMENTAL FEE UP TO 1.9% OF SUBTOTAL (max \$715) THIS QUOTE EXPIRES in 30 DAYS - DUE TO VOLATILE SUPPLY CHAIN CONDITIONS, QUOTES OVER 30 DAYS ARE SUBJECT TO PRICE CHANGES .	\$715.00	\$715.00

Tax not included

Total \$118,115.00

- * ESTIMATED LEAD TIME FOR PRODUCTION BEGINS ONCE AN APPROVED SUBMITTAL OR DRAWING IS RECEIVED BACK FROM CUSTOMER
- * **THIS QUOTATION IS SUBJECT TO CERTAIN TERMS & IS VALID FOR 15 DAYS FROM DATE OF QUOTE CREATION**
- * QUOTE BASED ON CUSTOMER PROVIDED INFORMATION AND SUBJECT TO ENGINEER/OWNER APPROVAL
- * IF LIFTING PLATES ARE REQUESTED TO BE LEFT AT JOB SITE, A \$250.00 FEE WILL BE CHARGED PER SET OF 4
- * CUSTOMER IS RESPONSIBLE FOR CHARGES INCURRED IF ORDER IS CANCELED OR RETURNED
- * ALL PRODUCTS ARE SUBJECT TO ENVIRONMENTAL FEE UP TO 1.9% OF SUBTOTAL (max \$715)
- * APPLICABLE SALES TAX APPLIES UNLESS TAX EXEMPT CERTIFICATE IS PROVIDED
- * DELIVERY TO JOB SITE / OFFLOADED & SET BY OTHERS

Accepted By: _____

Date: ____/____/____

Company: _____

PO #: _____





CITY COUNCIL MEMO

DATE: February 7, 2022

TO: Mayor and City Council

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

SUBJECT: Friendship Lane Sanitary Sewer Expansion Project - Construction Contract Award

Summary:

Receive construction contract pricing for Friendship Lane Sanitary Sewer Expansion Project.

Recommendation:

City staff recommends awarding the Friendship Lane Sanitary Sewer Expansion Project construction contract to Vortex Services, LLC in the amount not to exceed \$1,436,975.00.

Background / Analysis:

As part of the Wastewater Master Plan completed by Freese and Nichols in 2017, the Friendship Lane Sanitary Sewer Expansion Project was identified as one of the needed wastewater collection projects with the future development along Friendship Lane.

The existing 12 inch sanitary sewer line in Friendship Lane is currently flowing around 75% of its conveyance capacity. With the proposed developments along Friendship Lane, such as the SECO development, Friendship Oaks, etc, the proposed project will increase the flow capacity needed to serve this growing portion of town.

To minimize the impact to the existing pavement, City Staff recommends using a trenchless construction method, known as pipe bursting. This construction method was used in town on the San Antonio Street

The City of Fredericksburg

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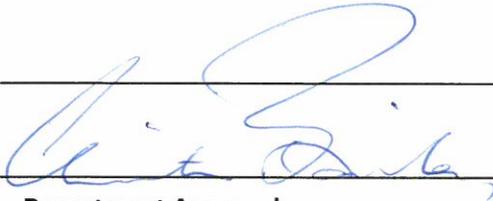
Sanitary Sewer Rehabilitation Project a couple of year ago and was very successful. With this construction method, City Staff recommends increasing the existing 12 inch pipe to a 16 inch pipe to increase the flow conveyance by more than 30%. The project limits are from the Friendship Lane/Creek Street intersection to a manhole in the Walmart parking lot. See attached map for the location of the project.

For FY 2022, City Council budgeted \$2,000,000 in the Water Department budget for the project and the project construction contract is equal to \$1,436,975.00, resulting in a budget savings of over \$560,000. As discussed with Council during the FY2022 budget meetings, this project will be funded with sewer impact fees.

City Staff is recommending award of the Friendship Lane Sanitary Sewer Expansion Project construction contract to Vortex Services, LLC. in the amount not to exceed \$1,436,975.00. The construction contract is being executed through The Interlocal Purchasing System (TIPS), which is similar to Buy Board and meets State purchasing regulation.

Attachments:

- Project Map
- TIPS Contractor Pricing Worksheet



Department Approval



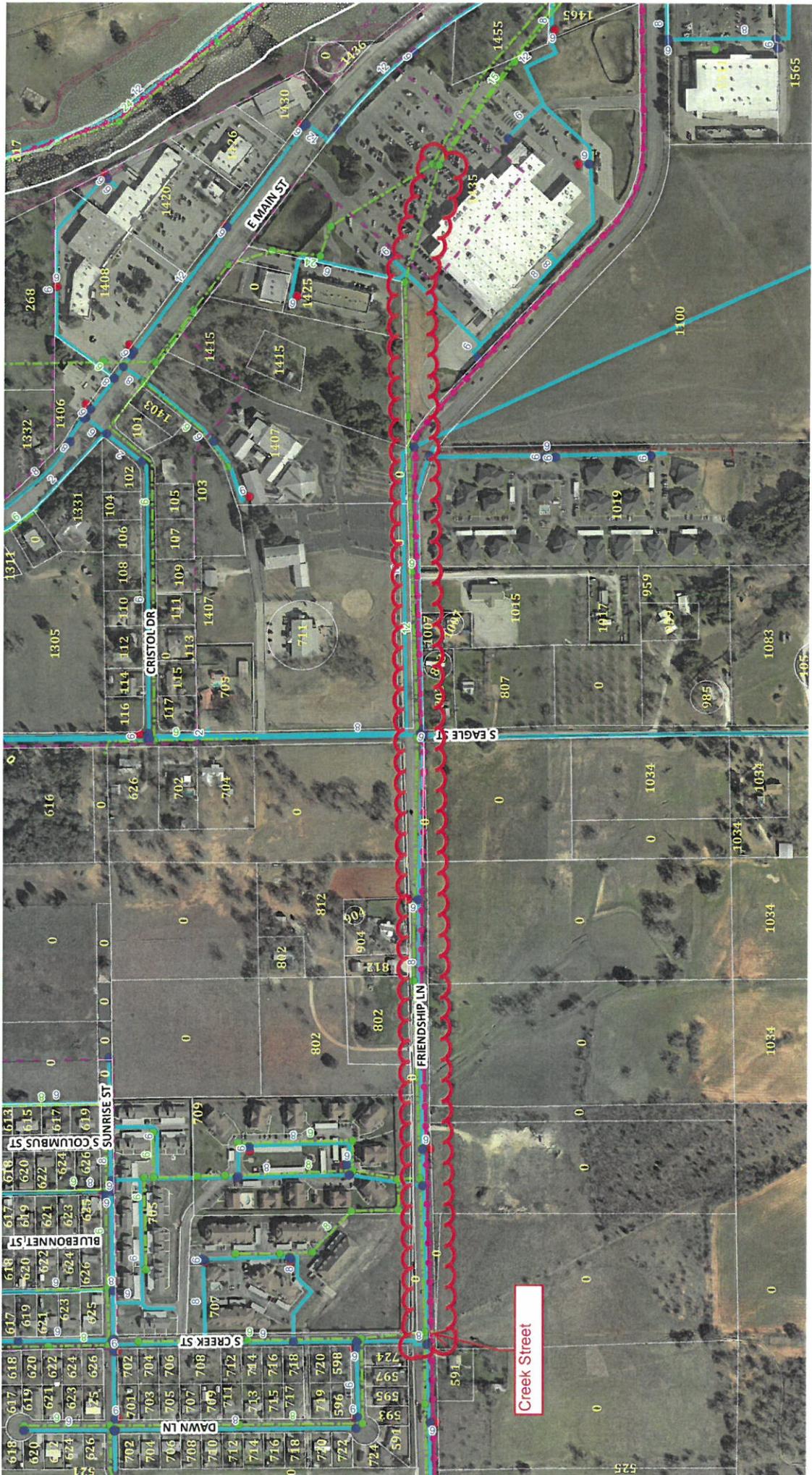
City Manager Approval



City Attorney Approval

The City of Fredericksburg

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**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

20110401

PROJECT NAME: City of Fredericksburg - Friendship Ln Pipe Burst

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

Item	Description of Item	Est. Quant.	Unit	LIST PRICING		PROJECT SPECIFIC DISCOUNT	
				Unit Price	Total	Unit Price	Total
BASE BID ITEMS							
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00
2	Traffic Control	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00
3	Bypass Pumping Setup	2	EA	\$ 23,125.00	\$ 46,250.00	\$ 18,500.00	\$ 37,000.00
4	Bypass Pumping	120	DAYS	\$ 1,500.00	\$ 180,000.00	\$ 1,200.00	\$ 144,000.00
5	Bypass Pumping Teardown	2	EA	\$ 10,625.00	\$ 21,250.00	\$ 8,500.00	\$ 17,000.00
6	Pipe Burst Existing 12-Inch Sanitary Sewer using 16-inch O.D. HDPE Pipe, Complete in Place.	4200	LF	\$ 281.25	\$ 1,181,250.00	\$ 225.00	\$ 945,000.00
7	Furnish and Install Trench Safety System	1	LS	\$ 15,625.00	\$ 15,625.00	\$ 12,500.00	\$ 12,500.00
8	Cleaning of 12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	4200	LF	\$ 7.50	\$ 31,500.00	\$ 6.00	\$ 25,200.00
9	Video Inspection of 12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	4200	LF	\$ 4.38	\$ 18,375.00	\$ 3.50	\$ 14,700.00
10	Post Television Inspection of 16 inch Sanitary Sewer	4200	LF	\$ 4.38	\$ 18,375.00	\$ 3.50	\$ 14,700.00
11	Reconnection of Existing Sanitary Sewer Service Connection and up to 5-feet of lateral	5	EA	\$ 1,937.50	\$ 9,687.50	\$ 1,550.00	\$ 7,750.00
12	Additional footage of service connection to property line or easement	100	LF	\$ 68.75	\$ 6,875.00	\$ 55.00	\$ 5,500.00
13	Obstruction Removal, All Diameters, All Depths, Complete in Place.	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 800.00	\$ 6,400.00
14	Select Backfill (Crushed Rock or Stabilized)	160	TON	\$ 118.75	\$ 19,000.00	\$ 95.00	\$ 15,200.00
15	Flowable Fill	0	CY	\$ 312.50	\$ -	\$ 250.00	\$ -



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

20110401

PROJECT NAME: City of Fredericksburg - Friendship Ln Pipe Burst

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Item	Description of Item	Est. Quant.	Unit	LIST PRICING		PROJECT SPECIFIC DISCOUNT	
				Unit Price	Total	Unit Price	Total
16	Remove and Replace Existing Pavement - Asphalt	225	SY	\$ 231.25	\$ 52,031.25	\$ 185.00	\$ 41,625.00
17	Remove and Replace Existing Pavement - Concrete	10	SY	\$ 331.25	\$ 3,312.50	\$ 265.00	\$ 2,650.00
18	Haul Off	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 10,000.00
19	Bonds, Insurance, Etc.	1	LS	\$ 56,250.00	\$ 56,250.00	\$ 45,000.00	\$ 45,000.00
20	Remove and Replace existing 4' Diameter Manhole, 0-6 feet deep	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 6,800.00	\$ 6,800.00
21	Additional depth, 4' Diameter Manhole, over 6 feet deep	3	VF	\$ 812.50	\$ 2,437.50	\$ 1,950.00	\$ 1,950.00
Proposal BASE Total				\$	\$ 1,796,218.75	\$	\$ 1,436,975.00

SUPPLEMENTAL ITEMS		Unit Price	Total
		\$	-
		\$	-
Proposal SUPPLEMENTAL ITEMS Total		\$	-
TOTAL BASE + SUPPLEMENTAL		\$	\$ 1,796,218.75
TOTAL BASE + SUPPLEMENTAL		\$	\$ 1,436,975.00



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

20110401

PROJECT NAME: City of Fredericksburg - Friendship Ln Pipe Burst

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

Item	Description of Item	Est. Quant.	Unit	LIST PRICING		PROJECT SPECIFIC DISCOUNT	
				Unit Price	Total	Unit Price	Total
<p>Items NOT included in quote unless expressly noted: Manhole Removal/Replacement or Coatings, Point Repairs, Dewatering, Traffic Control outside of typical cones and signage, Heavy Bypass Pumping, Surface Restoration beyond Sodding, SWPPP, Compaction Testing, Vibration Monitoring, Smoke Testing, Bonds, Mechanical Pipe Cleaning</p>							
Buying Agency: City of Fredericksburg				Contractor: Vortex Services, LLC (previously Vaught Services, LLC)			
Contact Person: Kris Kneese				Prepared By: Brent Keller			
Phone: 830.990.2035				Phone: 281.924.1718			
Email: kkneese@fbctx.org				Email: bkeller@vortexcompanies.com			
				Pricing Date: 1/18/2022 REV1		TOTAL: \$ 1,436,975.00	

- Acquisition of easements needed for horizontal bores is the responsibility of the City
- City is responsible for providing engineered drawings for bore locations as well as surrounding utilities
- Quantity is based on information provided by the Customer and may vary based on field measurements to be verified by Contractor
- Contractor reserves the right to modify prices with written notice at any time during construction or until execution of formal contracts

NOTE: The Customer shall be responsible for providing:

- Access to hydrants or free water source as necessary (including meters)
- All Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, TXDOT, Local, etc.)



CITY COUNCIL MEMO

DATE: February 7, 2022

TO: Mayor and City Council

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

SUBJECT: Professional Services Agreement for East Main Street Water Rehabilitation Project

Summary:

As part of the fiscal year 2022 budget discussion, the City Council approved recommendations by City Staff for the East Main Street Water Rehabilitation Project. The associated funding in the form of savings from the 2018 Water Revenue Bond (approximately \$2,000,000) and \$1,000,000 from the Water Department Budget will be used to fund the design professional services and construction of the project. The construction bid award will be brought to City Council at a future date after designing and bidding the project.

Recommendation:

City Engineering Staff recommends approval of the Professional Services Agreement with HDR Engineering, Inc. to perform professional services as outlined in "Task Order No. 10" of the attached agreement which includes services consisting of preliminary and final professional engineering design, surveying, project bid, construction coordination, and geotechnical investigation for a lump sum fee of \$382,420.

Background / Analysis:

In 2017, the City completed a Water Master Plan which included a detailed analysis of the City's water distribution system infrastructure and recommendations for a number of capital improvements projects including the East Main Street Water Rehabilitation Project.

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The East Main Street Water Line Rehabilitation Project includes rehabilitating the existing water line along Main Street from the Baron's Creek Bridge (by McDonald's) east to Cristol Drive. A map of the project area is included below. This project is recommended to replace aging water distribution pipe infrastructure, which has seen an increase in water main breaks and leaks. Additionally, the water line is within TXDOT right-of-way, most of which is under pavement and City Staff is currently working with TxDOT on an asphalt mill and overlay project along this section of roadway. The goal is to get this waterline replaced prior to the TXDOT's mill and overlay project.

Image 1: East Main Street Water Line Project Area Map



City Staff solicited Request for Qualifications (RFQs) for the project in October 2021 and received 11 Statements of Qualifications (SOQs) on November 17, 2021. A selection committee made up of City Engineering Dept Staff, reviewed and ranked each SOQ. HDR Engineering ranked the highest among the submitted SOQs. Additionally, the City has worked with HDR Engineering on many other successful water/wastewater projects over the last several years.

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City Staff requested that HDR Engineering develop a draft contract proposal to provide professional services including the preliminary and final engineering design, bid phase and construction management services for the City's proposed East Main Street Water Rehabilitation Project. After review of the draft contract, HDR Engineering prepared and submitted a revised Professional Services Agreement which staff is recommending for approval by the City Council.

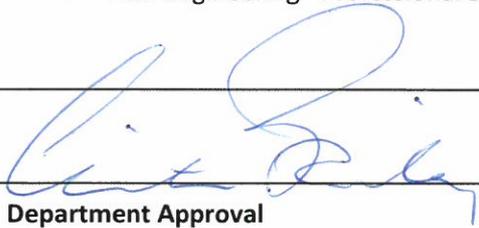
As part of the fiscal year 2022 budget discussion, the City Council approved recommendations by City Staff for the East Main Street Water Rehabilitation Project. The associated funding in the form of savings from the 2018 Water Revenue Bond (approximately \$2,000,000) and \$1,000,000 from the Water Department Budget will be used to fund the design professional services and construction of the project. The construction bid award will be brought to City Council at a future date after designing and bidding the project.

City Engineering Staff recommends approval of the Professional Services Agreement with HDR Engineering, Inc. to perform professional services as outlined in "Task Order No. 10" of the attached agreement which includes services consisting of preliminary and final professional engineering design, surveying, project bid, construction phase services, and geotechnical investigation for a lump sum fee of \$382,420

According to the proposed professional services agreement, the design and engineering will be completed in approximately July 2022 with the project bidding in August 2022. After bidding the project, City Staff will present the bid results for Council's consideration.

Attachments:

- HDR Engineering - Professional Services Agreement



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

TASK ORDER No. 10

This Task Order pertains to an Agreement by and between the **City of Fredericksburg, Texas**, (“OWNER/CITY”), and **HDR Engineering, Inc.** (“ENGINEER/HDR”), dated September 6, 2013, (“the Agreement”). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 10

PROJECT NAME: East Main Street Water Line Replacement

PART 1.0 PROJECT DESCRIPTION:

The East Main Street water line replacement project includes the replacement of approximately 4,400 linear feet (LF) of existing 8-inch water line along East Main Street, from the Baron’s Creek crossing to the intersection with Cristol Drive, with a 12-inch water line. The existing water line is located below the pavement along East Main Street and it is anticipated that the replacement water line will remain under the roadway. The existing water line crosses Baron’s Creek suspended below the Main Street bridge. It is anticipated that the replacement water line will be installed by horizontal auger bore or other trenchless method below the creek.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 – Project Administration and Data Collection

ENGINEER Activities: ENGINEER will provide the following services:

1. Attend one Project Initiation Meeting/Site Visit with the CITY to review the project scope, determine available project data, identify project constraints, review the project schedule, and perform field investigation by visual observation.
2. Attend up to six (6) monthly progress phone calls with the CITY during the design phase.
3. Review data provided by CITY, and transfer coordination and review of pertinent background data, including but not limited to:
 - a. Existing utility locations
 - b. Existing service connection locations
 - c. Construction record documents
 - d. Existing or proposed easement or right-of-way (ROW) boundaries

4. Provide overall management of tasks including budget monitoring, scheduling, invoicing, internal project quality assurance reviews, correspondence and communication, and documentation of project assumptions and deliverables.

Task 1 Deliverables:

- Project initiation meeting agenda and meeting notes.
- A list of required background documents and information requested from the CITY.
- Monthly invoices.
- Project schedule.

Task 1 Assumptions:

- The CITY will provide available design or as-built documents for the existing water main.
- Visual observation will be defined as observations using only visual and tactile means without the benefit of materials testing and probing. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If ENGINEER has reason to believe that such conditions may exist, the CITY may authorize in writing and will pay for the costs associated with the investigation.
- No real estate or right of way acquisition services are required.

Task 1 Meetings:

- One Project Initiation Meeting/Site Visit. The Project Initiation Meeting/Site Visit will be held in person, up to two hours in duration, and attended by the ENGINEER'S project manager, principal in charge, and up to two design engineers.
- Up to six (6) monthly progress meetings during design. The progress meetings are assumed to be held by phone or virtually and attended by the ENGINEER'S project manager and lead design engineer.

Task 2 – Topographic Survey and Utility Investigation

ENGINEER Activities: ENGINEER will provide the following services:

1. Obtain topographical survey of the roadway and ROW to support design of the water line replacement.
 - a. ENGINEER will subcontract the services of a surveyor to provide control points, topographic data, visible utility locations, right of way boundary data, invert elevations of storm and sanitary sewers, and other necessary surveying services for the project.

- b. It is assumed that the relocated water line will be on the east side of the roadway, and topographic survey will be limited from the centerline of the roadway to the right of way boundary on the east side of the roadway.
 - c. Topographic data collected along Main Street will be obtained with mobile LiDAR equipment to minimize the need for traffic control measures.
 - d. The sub-consultant will provide electronic data files including LiDAR accuracy reports, two and three dimensional topographic files, and descriptions of control points shall be obtained for design of the water line replacement.
2. Obtain subsurface utility exploration (SUE) data through a sub-consultant.
- a. Quality Service Level C (QL-C) will include field surveying to obtain horizontal position of visible utility surface features associated with underground utility systems. The SUE sub-consultant will provide QL-C data in accordance with ASCE CE-38-02.

Task 2 Deliverables:

- Topographic survey, in electronic CAD format.

Task 2 Assumptions:

- CITY will provide rights of entry as required for survey or utility investigation.
- Relocated water line will remain under Main Street roadway, or in the ROW on the east side of Main Street. Survey data and utility investigation will be limited to the east side of the roadway.
- CITY will provide available information on existing utility information.
- SUE work will not include Quality Service Level B (QL-B) effort, which includes electromagnetic, sonar and acoustical techniques to locate subsurface utilities, and would be additional services.
- SUE work will not include Quality Service Level A (QL-A) effort, which includes locating the horizontal and vertical position of subsurface utilities by excavating test holes using vacuum excavation techniques, and would be additional services.

Task 3 – Utility Coordination

ENGINEER Activities: ENGINEER will provide the following services:

- 1. Utilize the records research, topographic survey and SUE information to prepare existing utility mapping of existing utilities.
- 2. Identify existing utilities along the proposed alignment.
 - a. Contact providers of existing utilities to obtain record and location information.
 - b. Conduct utility coordination meetings.

- c. Create and maintain communication log with utility companies.
3. Identify conflicts with existing utilities and display on utility layout.
 - a. Create and maintain utility conflict matrix.

Task 3 Deliverables:

- Existing utility map, in electronic PDF format, showing horizontal alignment of existing utilities and ROW overlaid on an aerial image.

Task 3 Assumptions:

- CITY staff are available to assist with test holes and uncovering existing utilities to help locate existing utilities.
- CITY will provide available information on existing utility information.
- CITY will provide rights of entry as required for SUE investigation.
- Relocated water line will remain under the Main Street roadway, or in the ROW on the east side of Main Street. Utility investigation and coordination will be limited to the east side of the roadway.
- ENGINEER will not provide support to outside utility providers for design of relocation of utilities.
- Utility coordination will occur with up to five (5) utility providers.

Task 3 Meetings:

- Utility coordination meetings will be conducted virtually, with a maximum of 12 meetings anticipated. Meetings will be attended by two of ENGINEER'S utility engineers and are expected to last no longer than one hour each.

Task 4 – Geotechnical Investigation

ENGINEER Activities: ENGINEER will provide the following services:

1. Perform a geotechnical investigation consisting of two (2) 30-foot deep geotechnical borings at the Baron's Creek crossing, with two (2) additional 15-foot deep geotechnical borings along the alignment at approximately 1,500 linear foot intervals.
 - a. ENGINEER will subcontract the services of a geotechnical investigation firm to provide the field work and laboratory testing.
 - b. The laboratory testing program will include index properties and strength tests to characterize subsurface conditions for prospective bidders.
 - c. A geotechnical sub consultant will provide a geotechnical data report containing boring logs and test results. ENGINEER will perform engineering analyses of the field and laboratory data from sub-consultant to provide design and construction recommendations.

Task 4 Deliverables:

- Geotechnical data report and boring logs, in electronic PDF format.

Task 4 Assumptions:

- The topographic surveying sub-consultant in Task 2 will stake proposed boring locations.
- The sub-consultant will be responsible for proper disposal of drill cuttings.
- The sub-consultant will be responsible for utility locate calls prior to drilling bores.
- CITY will provide rights of entry as required for geotechnical investigation.
- Traffic control will be provided by sub-consultant, if required.

Task 5 – Preliminary Engineering

ENGINEER Activities: ENGINEER will provide the following services:

1. Adjust proposed water line alignment to resolve potential utility conflicts.
2. Coordinate with TxDOT regional office regarding utility permitting and TxDOT plans for upcoming mill and overlay project along the project extents.
3. Evaluate findings of data collection, topographic survey, SUE investigation and geotechnical investigation to prepare preliminary engineering design recommendations.
4. Develop a draft Technical Memorandum (TM) to summarize findings of preliminary engineering phase, including:
 - a. Plan views of recommended water line alignment.
 - b. Pipe materials.
 - c. Maintenance of customer service connections during and after construction.
 - d. Construction methods.
 - e. Utility conflict resolution.
 - f. Traffic control and bypass pumping requirements.
 - g. Pavement repair.
 - h. Engineer's opinion of probable construction cost (EOPCC).

Task 5 Deliverables:

- Two copies of the Draft Technical Memorandum and two copies of the Final Technical Memorandum, in electronic PDF format.

Task 5 Assumptions:

- The CITY will provide as-built information on any city utilities along the alignment.

- The CITY will provide staff knowledge on existing pipeline location and condition, as well as service connection size and locations to connect to replaced water line.
- The proposed water line will be 12-inches in diameter. No evaluation of pipe size is required.
- CITY will provide hydraulic model, or information from hydraulic model, on predicted peak flows and pressure.
- The EOPCC will be a Class 5 estimate with the associated level of expected accuracy as defined by the AACE Recommended Practice No. 18R (2016). ENGINEER's OPCCs are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by ENGINEER. If the OWNER requires greater assurance as to OPCC, then the OWNER agrees to obtain an independent cost estimate. No environmental, historical or archeological investigations are required.
- The proposed water line will be located within existing ROW. No real estate or easement acquisition services are required, including temporary construction easements.
- No deed research on adjacent property owners is required.
- ENGINEER will not attend any public information meetings.
- Due to upcoming mill and overlay project by TxDOT, pavement cores will not be required or performed to match existing pavement.

Task 5 Meetings:

- One meeting to review results of preliminary engineering and proposed alignment. Meeting will be held in-person at CITY offices, up to two hours in duration, and attended by ENGINEER's project manager and up to two project engineers.
- One meeting with TxDOT to review proposed water line alignment. Meeting will be held in-person at CITY or TxDOT offices, up to two hours in duration, and attended by ENGINEER's project manager and up to two project engineers.

Task 6 – Final Design and Bid Documents

ENGINEER will develop drawings and specifications indicating the scope, extent and character of the work to be performed and furnished by the Contractor.

ENGINEER Activities: ENGINEER will provide the following services:

1. Provide the CITY with an electronic PDF of the 60 percent design drawings, specifications, and EOPCC for review.

2. Attend one meeting with the CITY to review comments to the 60 percent design documents.
3. Respond to the CITY comments on the 60 percent design documents.
4. Provide the CITY with an electronic PDF of the 100 percent design drawings, specifications, and EOPCC for review.
5. Respond to the CITY comments on the 100 percent design documents.
6. Submittal of the plans and specifications for Texas Commission on Environmental Quality (TCEQ) plan review.
7. Provide the CITY with the final bid documents and EOPCC.
8. Provide the CITY with technical criteria, written descriptions, and design data as necessary for the CITY's use in filing applications for permits or approvals of governmental authorities having jurisdiction to review and approve the project, including TxDOT.
 - a. Assist the CITY in consultation with authorities and revise the plans and specifications in response to comments or directives from such authorities.

Task 6 Deliverables:

- 60 percent and 100 percent design documents, in electronic PDF format.
 - Drawings are anticipated to be at a scale of 1 inch = 40 feet horizontal, and 1 inch = 4 feet vertical.
 - Drawings are anticipated to include approximately 25 sheets, including:
 - Cover sheet, notes, abbreviations, symbology and key map (7 sheets).
 - Water line plan and profile (6 sheets).
 - Traffic control, bypass pumping, erosion control (4 sheets)
 - Standard details (4 sheets)
 - Special details, including pavement repair (4 sheets)
- Final bid documents, in electronic format and three half-size copies of the Final Bid Documents.
- TCEQ plan and specification submittal, in electronic PDF format.

Task 6 Assumptions:

- The 60 percent level EOPCC will be a Class 3 estimate, and the 100 percent EOPCC will be a Class 1 estimate, each with the associated level of expected accuracy as defined by the AACE Recommended Practice No. 18R (2016). ENGINEER's OPCCs are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by ENGINEER. If the OWNER requires greater assurance as to OPCC, then the OWNER agrees to obtain an independent cost estimate.

- Specifications will be based on ENGINEER's master specifications and will conform to the 50-division format of the Construction Specifications Institute (CSI).
- Drawings will be created in AutoCAD using ENGINEER's CADD standards.
- CITY comments will be received within one week of submission of the 60 percent design documents.
- CITY comments will be received within one week of submission of the 100 percent Design Documents.
- The CITY will apply for all required permit applications or approvals to required authorities as necessary, including TxDOT, with information provided by ENGINEER.
- The Baron's Creek crossing will be installed using trenchless construction methods to avoid disturbance or impacts to the Waters of the U.S. The project will not require any environmental permitting, including Clean Water Act Section 404 permitting.
- The contractor will furnish a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to TCEQ for compliance with the Texas Pollutant Discharge Elimination System (TPDES) Stormwater General Permit TXR150000.

Task 6 Meetings:

- One 60 percent Bid Document Review Meeting. Meeting will be in person at CITY offices and will be attended by ENGINEER's project manager and up to two project engineers.

Task 7 – Bid Phase Services

ENGINEER Activities: ENGINEER will provide the following services:

1. Distribute Bid Documents to the CITY, and as requested to contractors and suppliers.
2. Advertise the project on CivCast or other online bidding forum.
3. Address comments and questions from bidders or plan holders.
4. Conduct a Pre-Bid Meeting.
5. Prepare and distribute up to two addenda containing clarifications and modifications to the Bid Documents.
6. Review bids received for inclusion of required information and correct bid price tabulation.

7. Review contractor qualifications for performing the required work. Evaluate the apparent low bidder in accordance with the Bid Documents. Make a written recommendation to the CITY for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid.
8. Provide conformed documents to incorporate changes made to the design by addendum for Contractor's use.

Task 7 Deliverables:

- Issue addenda, if needed, in electronic PDF format.
- Pre-Bid meeting agenda and meeting notes, in electronic PDF format.
- Provide a written recommendation for award of the contract, in electronic PDF format.
- Conformed documents, in electronic PDF format, and six half-size paper copies.

Task 7 Assumptions:

- The CITY will issue contract documents to the selected bidder, receive and review executed documents, and review insurance certificates.
- Pre-Bid Meeting will be on-site or at CITY offices, with a duration of up to one hour. The Pre-Bid meeting will be followed by a one-hour field visit.
- ENGINEER will not attend council meeting to award project to contractor.

Task 7 Meetings:

- One Pre-Bid Meeting. Meeting will be up to two hours in duration and attended by ENGINEER's project manager and one project engineer.

Task 8 – Construction Phase Services

ENGINEER Activities: ENGINEER will perform the following services:

1. Conduct one Pre-Construction Meeting.
2. Attend up to six (6) progress meetings at intervals appropriate to the stages of construction and perform on-site observation during active construction of the project.
3. Review up to 40 technical submittals.
4. Review and respond to up to 15 Requests for Information (RFIs)
5. Review and respond to up to five each Change Proposal Request's (CPRs) and prepare Change Order's (COs) as required.
6. Review up to eight (8) monthly Contractor Pay Applications and accompanying documentation and recommend appropriate payment to CITY.

7. Setup and maintain a log of all submittals, RFIs, change orders and other pertinent correspondence.
8. Attend Substantial Completion Walk-Through Meeting after notice from the contractor that the work is substantially complete.
9. Prepare record drawings based on markups provided by the Contractor.

Task 8 Deliverables:

- Construction administration documents as required.

Task 8 Assumptions:

- Construction administration meetings will be on-site or at CITY offices.
- The CITY will provide access to the site for site observation.
- ENGINEER recommendation of contractor pay applications will be dependent on CITY input when ENGINEER has not made a monthly site visit.
- The CITY will attend and perform the Final Completion Walk-Through Meeting. ENGINEER'S attendance at a final walk-through is not required.
- ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- ENGINEER shall rely on the ENGINEER's best judgment in providing advice to the CITY so that, when completed, the project will be in general conformance to the Contract Documents. ENGINEER shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents and the contract for construction; however, ENGINEER shall report to the CITY any deficiencies in the work actually detected by the ENGINEER.
- After Contractor's review and approval, ENGINEER shall review and take appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component.

Task 8 Meetings:

- One Pre-Construction Meeting, attended by ENGINEER's project manager and one project engineer. Meeting will be held in person at CITY offices and up to one hour in duration.

- Up to six construction Progress Meetings that include on-site observation, attended by ENGINEER's project manager and up to two project engineers. Meetings will be held in person at the project site or at CITY offices and up to two hours in duration.
- One Substantial Completion Walk-Through Meeting, attended by ENGINEER's project manager and one project engineer. Meeting will be up to two hours in duration.

PART 3.0 CITY'S RESPONSIBILITIES:

A. CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CITY to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. The CITY shall at its expense:

1. Provide ENGINEER with all criteria and full information as to CITY's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included.
2. Furnish to ENGINEER any other available information pertinent to the Project including previous design plans, reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Property descriptions.
 - ii. Zoning, deed, and other land use restrictions.
 - iii. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - iv. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

- v. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - vi. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
4. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
 5. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
 6. Examine all alternate solutions, studies, reports, sketches, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CITY deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 7. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 8. Recognizing and acknowledging that ENGINEER's services and expertise do not include the following services, provide, as required for the Project:
 - i. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - ii. Legal services with regard to issues pertaining to the Project as CITY requires, or ENGINEER reasonably requests, including but not limited to the review of Contract Documents supplied by ENGINEER.
 - iii. Such auditing services as CITY requires to ascertain how or for what purpose Contractor has used the moneys paid.
 9. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CITY to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
 10. Furnish to ENGINEER data as to CITY's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for CITY so

that ENGINEER may assist CITY in collating the various cost categories which comprise Total Project Costs.

11. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CITY, prior to their incorporation into the Work with appropriate professional interpretation thereof.
 12. Provide ENGINEER with the findings and reports generated by the entities providing services to CITY pursuant to this paragraph.
 13. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.
- B. CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CITY to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

PART 4.0 PERIODS OF SERVICE:

- A. ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).
- B. ENGINEER shall complete its obligations within a reasonable time per the following schedule:

Task 1. Project Administration and Data Collection	Ongoing throughout duration of project
Task 2. Topographic Survey and Subsurface Utility Investigation*	30 calendar days from NTP
Task 3. Utility Coordination	45 calendar days from NTP
Task 4. Geotechnical Investigation*	30 calendar days from NTP
Task 5. Preliminary Engineering**	60 calendar days after receipt of requested data
Task 6. Final Design**	90 calendar days after completion of Task 5
Task 7. Bid Phase Services***	60 calendar days after completion of Task 6
Task 8. Construction Phase Services	Dependent on construction contract duration

*Tasks 2 and 4 durations assume no delays caused by weather or obtaining permits
 **Tasks 5 and 6 durations are dependent on completion of reviews by the CITY
 ***Task 7 duration is dependent on the CITY’s bidding process

- C. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER’s services is impaired, or ENGINEER’s services are delayed or suspended, then the time for completion of ENGINEER’s services, and the amounts of ENGINEER’s compensation, shall be adjusted equitably.
- D. If CITY authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER’s services, and the amounts of ENGINEER’s compensation, shall be adjusted equitably.
- E. CITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER’s performance of its services.
- F. If ENGINEER fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CITY shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

PART 5.0 PAYMENTS TO ENGINEER:

A. CITY shall pay ENGINEER for Basic Services set forth in Part 2.0 as follows:

Compensation for tasks will be on a lump sum basis in the amounts as follows.

Task 1. Project Administration and Data Collection	\$28,270
Task 2. Topographic Survey and Subsurface Utility Investigation	\$56,630
Task 3. Utility Coordination	\$25,860
Task 4. Geotechnical Investigation	\$21,500
Task 5. Preliminary Engineering	\$36,950
Task 6. Final Design	\$146,220
Task 7. Bid Phase Services	\$15,620
Task 8. Construction Phase Services	\$52,370
Total Professional Services	\$382,420

1. The amounts above include compensation for ENGINEER’s services and services of ENGINEER’s Consultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 2. The Lump Sum amount billed for ENGINEER’s services will be invoiced based upon ENGINEER’s estimate of the percentage of the total services actually completed during the billing period for each task.
- B. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding 18 calendar months. If such period of service is extended, the compensation amount for ENGINEER's services shall be appropriately adjusted.

PART 6.0 OTHER:

Additional Services: If it is determined that additional services are required, ENGINEER shall submit a proposal to the CITY and receive approval in writing from the CITY before proceeding with the work.

This Task Order is executed this _____ day of _____, 2022.

THE CITY OF FREDERICKSBURG
"OWNER"
BY: _____
NAME: Kent Myers
TITLE: City Manager
ADDRESS: 126 W. Main Street
Fredericksburg, TX 78624

HDR ENGINEERING, INC.
"ENGINEER"
BY: 
NAME: Todd Warrix, PE
TITLE: Vice President
ADDRESS: 613 NW Loop 410, Ste. 700
San Antonio, TX 78216



CITY COUNCIL MEMO

DATE: February 7, 2022

TO: Mayor and City Council

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

SUBJECT: S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project – Professional Services Contract Award

Summary:

This item is for consideration of a Professional Services Contract with Kimley-Horn and Associates, Inc. (“Kimley-Horn”) for the S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project.

Recommendation:

City staff recommends awarding a professional services contract to Kimley-Horn and Associates, Inc. for the S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project in an amount not to exceed \$373,207.63

Background / Analysis:

The S. Llano Shared-Use Bridge and E. Ufer Street Sidewalk project will connect E. San Antonio St. to E. Ufer St. via a shared-use bridge that will cross Barons Creek in the S. Llano Right of Way and provide much needed connectivity between the historic shopping district and many other areas on the south side of Barons Creek such as Old Fair Park, the City’s Recycling Center, etc. (refer to attached exhibit). On April 29, 2021, the Texas Transportation Commission formally approved the project and awarded \$902,748 in funding under the Transportation Alternatives Set Aside Program. This program is administered by TxDOT and provides funds for locally sponsored bicycle and pedestrian infrastructure projects. The current total

The City of Fredericksburg

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estimated project cost is \$1,128,435 which includes design, environmental/floodplain clearance, construction, TxDOT administrative costs, and a 15% contingency.

After execution of an Advanced Funding Agreement with TxDOT which was approved by Council on September 7, 2021, a Request for Qualifications (RFQ) for selection of a qualified engineering design consultant was issued. After advertisement of the RFQ in the Fredericksburg Standard newspaper and on the City website, the City received four (4) Statements of Qualifications (SOQ). The SOQ's were evaluated by a selection committee comprised of four (4) members of City staff using a numerical grading criteria matrix that rated each firm's qualifications in key areas such as "Project Understanding & Approach" (30%), "Project Manager & Task Leaders' Experience" (30%), "Team's Experience on Non-Vehicular Projects" (30%), and "References" (10%). The consultant ranking matrix which is based on a maximum score of 100 follows:

Firm	1. Project Understanding and Approach (0-30 pts)	2. PM's & Task Leaders Experience (0-30 pts)	3. Team's Experience on Non-Veh. Projects (0-30 pts)	4. References (0-10 pts)	Overall Score (Max 100 pts)
Kimley Horn	28.1	28.1	28.8	9.3	94.3
Pape Dawson	28.0	27.4	28.5	9.1	93.0
LAN	26.5	28.3	28.5	9.3	92.6
Halff	26.9	26.5	28.4	9.4	91.2

Based on key project components including the project manager's and key design staff's experience with the City's transportation master plan, how the project team intends to complete the project in accordance with the intended schedule, and experience with similar projects with TxDOT and the Transportation Alternatives program, City staff is recommending award of the professional services contract to Kimley-Horn. A copy of the proposal which has been reviewed by both TxDOT and City staff is attached for your review and includes a fee not to exceed \$373,207.63, which is in-line with the design costs included in the City's original application for funding. The scope of services includes planning and design services such as surveying, geotechnical study, subsurface utility engineering (SUE), drainage/floodplain study, environmental permitting, landscape architecture, structural engineering, bid phase services, and construction phase services. Additional services such as enhanced environmental study and construction materials testing has been added as a placeholder to account for any increased efforts that will be required to meet requirements of the Transportation Alternatives program but those services will only be utilized and billed if required during project development.

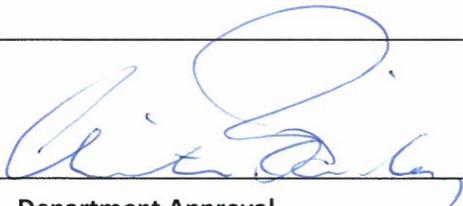
The project schedule is attached with an anticipated construction letting in late 2022 and construction completion in late 2023. In accordance with the AFA, the City is responsible for initial payments and then TxDOT will reimburse the City up to the limits of the awarded funding so for purposes of design, the

The City of Fredericksburg

adopted FY 2022 budget of \$150,000 should suffice. After issuance of a notice to proceed for design services, one of the first steps will be meeting with adjacent developers to determine if they would like to participate in the project, similar to the Fredericksburg Hotel (Hamuk, LLC) which has already agreed to contribute \$100,000 towards the project as part of a development agreement with the City and will go towards the City's "local match". As we move into the detailed design phase/construction and have a better feel for actual construction costs and adjacent developer participation, further discussions are anticipated during the FY 2023 budget discussions.

Attachments:

Project Map
Professional Services Contract and Schedule



Department Approval



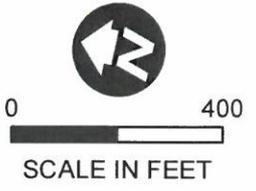
City Manager Approval

The City of Fredericksburg

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City of Fredericksburg
S. Llano Shared Use Bridge and Ufer Street Sidewalks
 A - Project Location Information





January 19, 2022

Garret Bonn, P.E. CFM
Assistant City Engineer
City of Fredericksburg
126 West Main Street
Fredericksburg, TX 78624

***RE: Letter Agreement for Professional Services
S Llano Shared Use Bridge***

Dear Mr. Bonn,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Engineer”) is pleased to submit this letter agreement (the “Agreement”) to City of Fredericksburg (the “Client” or the “City”) to provide consulting engineering and sub-consultant services for the referenced project in accordance with the attached Standard Provisions.

PROJECT UNDERSTANDING

Kimley-Horn will be responsible for the design and preparation of schematic, PS&E, and construction phase services for the Project. The Project generally consists of completion of preliminary schematic design, drainage analysis, survey, subsurface utility engineering, environmental compliance, geotechnical investigation, and structural design of a shared use path bridge over Baron Creek and approximately 950’ of sidewalk along S Llano from E San Antonio St to E Ufer St, and approximately 650’ along E Ufer St from S Llano to S Lincoln St. The shared use path bridge over Baron Creek is anticipated to be a 3 span prefabricated bridge. Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

We have included in the following Scope of Service the services that are anticipated to meet the Client’s needs for the proposed development.

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SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Fredericksburg agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings, held virtually and at the City of Fredericksburg offices.
- Provide As-Built plans and design files for previous projects adjacent to project area
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in **Sections 1 through 9** including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) McGray and McGray Land Surveyors, Inc (McGray) – Survey
- (2) The Rios Group (TRG) – Subsurface Utility Engineering
- (3) HVJ South Central Texas, M&J, Inc (HVJ) – Geotechnical investigation
- (4) COX|McLAIN Environmental Consulting, Inc. (CMEC) – Environmental documentation
- (5) Altura Solutions, LLC – TDLR/RAS

1. PROJECT ADMINISTRATION AND COORDINATION SERVICES

The Engineer will:

- 1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Perform general administrative duties associated with the Project, to consist of monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.

- 1.3. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.
- 1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.5. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

2. ENVIRONMENTAL SERVICES

The environmental documentation includes services to prepare C-list or D-list Categorical Exclusion (CE) documentation per NEPA requirements via subconsultant (CMEC). CMEC will prepare the appropriate scoping documents according to TxDOT guidelines and policy. Environmental technical reports shall include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports shall include sufficient information to determine the significance of impacts and are listed below. A technical report shall be prepared to address:

- 2.1. Archeological Resources Background Report
- 2.2. Historic Resources Project Coordination Request
- 2.3. Biological Resource Deliverables
 - Species Analysis Spreadsheet (draft Excel, final PDF)
 - Species Analysis Form (Word)
 - Texas Natural Diversity Database (TxNDD) file, including TxNDD map at 1.5 and ten miles with table of Element of Occurrence Identification numbers (EOIDs). The minimum information in the EOID table should be EOID Number, Common Name, Scientific Name, Listing Status, and Buffer Zone. If TPWD provided the TxNDD search, TPWD typically provides the associated Element of Occurrence Records (EORs). In this case attach them after the map and table. (PDF)
 - Ecological Mapping Systems of Texas (EMST) spreadsheet including tables for mapped and observed habitat types (Excel).
 - EMST map(s) showing the project and the project's relationship to mapped EMST vegetation types. The same type of maps must be produced for observed vegetation types. All maps must be combined into a single file. (PDF)
 - Documentation of Texas Parks and Wildlife Department Best Management Practices Form (form only, no attachments).
 - TPWD Rare Threatened and Endangered Species of Texas (RTEST) county list must be obtained less than six months prior to the final deliverable (PDF)

- U.S. Fish and Wildlife Service Information, Planning, and Consultation (IPaC) system species list (official or non-official) must be obtained less than six months prior to the final deliverable (PDF)
 - Project location maps (must be under Project when filed in ECOS) (PDF)
 - Project site photos (must be under Projects when filed in ECOS). General project area photos uploaded under Project. Biology specific ones uploaded under Biology. (PDF)
- 2.4. TxDOT Surface Water Analysis Form
- 2.5. Jurisdictional Delineation and Report
- The Technical Expert shall prepare and provide a draft and final Waters of the U.S. delineation report in accordance with ENV's Documentation Standard for Waters of the U.S. Delineation Report and ENV's Template: Waters of the U.S. Delineation Report including all supporting forms and exhibits current at the time of this contract execution.
- 2.6. Hazardous Materials Initial Site Assessment
- 2.7. Community Impacts Assessment (assume summary statement only)
- 2.8. EPIC Sheet Preparation

Technical Report Assumptions:

- This scope assumes that the proposed project would not require acquisition of new right-of-way/easement and would not result in any residential or non-residential displacements.
 - This scope assumes that a USACE permit application would not be required for the proposed project and that no work will occur within waters of the U.S. Additionally, Section 408 of the Clean Water Act and Section 10 of the Rivers and Harbors Act would not apply.
 - This scope assumes that the proposed project would not result in an adverse effect to a historic property under the National Historic Preservation Act (NHPA).
 - This scope assumes that federally listed threatened and endangered species and their habitat are not located within the proposed project area. This scope does not include presence/absence surveys or coordination with the United States Fish and Wildlife Service (USFWS).
 - This scope assumes that the proposed project would not result in any impacts to Section 4(f) properties.
 - This scope assumes that the proposed project would not affect any Section 6(f) properties.
- 2.9. The Engineer shall coordinate with CMEC and perform QA/QC of report deliverable files.

Deliverables will consist of:

- Draft and Final Technical Reports

3. SURVEYING SERVICES

Surveying services and ROW retracement will be performed via a subconsultant (McGray) along the project limits along S Llano from E San Antonio St to E Ufer St, and along E Ufer St from S Llano to S Lincoln St.

3.1. Surveying services will be performed via a subconsultant (McGray) as follows:

- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
- Locate and identify all above ground features within the survey limits including, fences, sidewalks, driveways, handicap ramps, planters and mailboxes, guardrails, signs, visible utilities, including: manholes, water valves, telecom boxes, utility poles and water meters.
- Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits.
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks and driveways, identify existing lane markings and signage, identify existing traffic signals including base, mast arms, and control boxes.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.
- Hydraulic cross sections 200' and 400' upstream and downstream from centerline of road projection.
- Shots at bottom of channel, lower bank and upper bank.
- Location of monumentation sufficient to show the approximate right-of-way lines of the streets within project limits

3.2. The Engineer shall coordinate with MCGray and perform QA/QC of survey deliverable files.

Deliverables will consist of:

- 2D Microstation DGN of surveyed areas and ROW retracement
- Digital Terrain Model (DTM) at 1 foot contours.

4. GEOTECHNICAL ENGINEERING SERVICES

A geotechnical investigation will be performed via a subconsultant (HVJ).

4.1. HVJ will perform geotechnical services consisting of the following:

- Subsurface Exploration: perform two (2) bridge borings, each to a depth of 80 feet to investigate subsurface conditions and characterize soil at the bridge crossing area. Total drilling footage is 160 feet. The

borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples in particular will be collected using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. Bedrock will be cored using an NX core barrel, Rock Quality Designation (RQD) and percent recovery will be determined in the field. The completed boreholes will be backfilled with soil cuttings and bentonite. Borings drilled on pavement will be patched with a single lift of asphalt to match existing ground conditions.

- Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compressive strength tests.
- The collected field and laboratory data will be interpreted and used to develop geotechnical report for the project. The result of field and laboratory investigation will be presented in a detailed Geotechnical Investigation Report. The report will include the following specific items:
 - Site vicinity map,
 - Geology map,
 - Plan of borings and pavement cores,
 - Boring logs,
 - Field and Laboratory test results summary,
 - Subsurface Characterization
 - Foundation design recommendations for deep foundation of prefabricated bridge,
 - Lpile parameters for drilled shafts,
 - Earth pressures and design recommendations for retaining walls,
 - External and global stability analysis of up to 1 cross section of retaining wall,
 - Settlement analysis,
 - General earthwork and select fill recommendations

- 4.2. The Engineer shall coordinate with the Geotechnical Engineer and perform QA/QC of report deliverable files.

Deliverables will consist of:

- One (1) electronic copy of Draft Geotechnical Investigation Report
- One (1) electronic copy of Final Geotechnical Investigation Report

5. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES/ UTILITY

COORDINATION SERVICES

SUE services will be performed via a subconsultant (TRG) along the project limits along S Llano from E San Antonio St to E Ufer St, and along E Ufer St from S Llano to S Lincoln St. SUE services will be performed via a subconsultant (TRG) as follows:

5.1. TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.
- The scope of this proposal consists of QL “B” SUE and QL “C/D” SUE services along South Llano Street and East Ufer Street in Fredericksburg, Texas. The limits of the QL”B” SUE investigation are shaded in red on Exhibit B. The limits of the QL”C/D SUE investigation are shaded in green on Exhibit B. TRG will attempt to designate or depict the following utilities within these areas: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. TRG will attempt to designate utility service lines. However, because service lines are often non-toneable, and often not shown on records, TRG cannot guarantee that all services lines will be depicted on the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work. Additionally, TRG will attempt to designate utilities within the existing creek/drainage, however due to the dense vegetation and terrain

obstacles, utilities TRG is unable to access and designate will be shown as QL”C” or QL”D” within the final deliverables.

- 5.2. The Engineer shall coordinate with TRG and perform QA/QC of SUE deliverable files.
- 5.3. Attend one coordination meeting, that will coincide with date of plan review meeting, with utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements.
- 5.4. Determine which utilities will conflict with proposed construction and develop Utility Conflict Matrix.
- 5.5. Update and maintain a utility layout in the Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

Deliverables will consist of:

- A utility file in CAD format depicting all designated and QL”B”/”C”/”D” utilities.
- Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation.
- Exhibit showing utilities in conflict with proposed construction

6. PRELIMINARY ENGINEERING SERVICES

This task consists of design services for the preliminary schematic. The Engineer will:

- 6.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 6.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 6.3. Design Criteria and Design Concept Conference (DCC) Meeting
 - Attend and document a DCC meeting with the City and TxDOT to establish preliminary design criteria
 - Prepare a Design Summary Report (DSR). The DSR will be presented at the DCC meeting. Update the DSR based on decisions made at the DCC meeting. The DSR will be updated throughout project development as design progresses and provided to TxDOT for their approval and record.
- 6.4. Evaluate and design vertical profile utilizing Microstation V8 and Geopak

- roadway design software.
- 6.5. Evaluate and prepare horizontal geometrics and preliminary bridge layout to be included on the schematic
 - 6.6. Prepare existing and proposed typical sections to be included on the schematic based on preliminary analysis results
 - 6.7. Prepare preliminary cross sections at a spacing no less than 100 feet and at driveways and intersections. These cross-sections will show sidewalk, pedestrian bridge, right-of-way limits, side slopes, curbs, and sidewalks.
 - 6.8. Prepare one preliminary opinion of probable construction cost (OPCC)
 - 6.9. Prepare one preliminary Draft Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal alignments, vertical profile design, identified easements, typical sections, existing and proposed right-of-way, existing and proposed pavement edges, proposed sidewalks, and proposed lane striping.
 - 6.10. Prepare up to two Landscape and Hardscape Conceptual Design Exhibits for the limits of bridge area between Creek St and the dead end of S Llano St. Exhibits will illustrate the general scope, scale, theme, and relationship of various design components. The conceptual exhibits will illustrate proposed:
 1. Enhanced hardscape;
 2. Enhanced landscape plantings;
 3. Site furnishings (benches, way-finding signage, trash cans if applicable)
 - 6.11. The Engineer will perform Quality Control/Quality Assurance on each deliverable.
 - 6.12. Attend up to one (1) Design Review meeting with the City and TxDOT for the schematic roll plot. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.
 - 6.13. Prepare one Final Preliminary Design Schematic roll plot addressing City and TxDOT comments
 - 6.14. Prepare for and attend one stakeholder coordination openhouse (limited to 1 Senior Professional Engineer and 1 Professional Engineer)

The Engineer will provide the following deliverables during this task:

- Draft Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Conceptual Landscape and Hardscape Exhibits – Two (2) copies and one (1) electronic copy of the conceptual exhibits
- Final Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Two (2) copies and one (1) electronic copy of the 30% Cross Sections
- One (1) copy and one (1) electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic and

Conceptual Landscape and Hardscape Exhibits

7. DRAINAGE DESIGN SERVICES

Drainage design services consist of a drainage study to analyze existing and proposed conditions for the shared use path bridge over Baron's Creek.

The Engineer will:

- 7.1. Obtain the FEMA effective hydraulic model of Baron's Creek and update the effective model to incorporate the proposed bridge crossing.
- 7.2. Add or update cross sections immediately upstream and downstream of the proposed bridge crossing based on available on-ground and LiDAR topographic information to create a revised existing condition hydraulic model. The fee for this task assumes the proposed bridge crossing will not cause an adverse impact upstream or downstream using Atlas 14 flows. If the new pedestrian bridge crossing results in a rise in floodplain elevation, a Conditional Letter of Map Revision (CLOMR) will be required and will be considered additional services.
- 7.3. Summarize the results of this task in a technical memorandum for submittal to the City and TxDOT. The memorandum will include the following:
 - Memorandum Text
 - Drainage Area Map
 - Hydrologic Calculations
 - HEC-RAS Output
 - Hydraulic Workmaps
 - Digital Files
- 7.4. Perform a scour analysis for proposed bridge structure
 - Provide potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment

The Engineer will provide the following deliverables during this task:

- One (1) PDF copy of the Preliminary Drainage Design Report
- One (1) PDF copy of the Final Drainage Design Report

8. FINAL PS&E DESIGN SERVICES

The Engineer will:

- 8.1. Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.
- 8.2. Prepare existing and proposed typical section sheets incorporating any unresolved comments from the Preliminary/Schematic Design Phase.
- 8.3. Develop Removal Plans identifying and quantifying removals at a scale of

- 1"=20'
- 8.4. Prepare Plan-Profile Sheets at a scale of 1"=20' horizontal and 1"=2' vertical. Plan-profile sheets will include signing and pavement marking details. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices
 - 8.5. Prepare miscellaneous details sheet
 - 8.6. Update cross sections to final roadway design at a spacing no less than 100 feet and at driveways.
 - 8.7. Prepare Landscape and hardscape sheets based on City selection of concept.
 - General Notes, Project Specifications and Materials Legend: Showing general notes related to proposed construction based on jurisdictional standards.
 - Hardscape Plans and Layout Plans: Showing site hardscape materials and specifications, as well as dimensional control and layout for proposed hardscape.
 - Fine Grading: Showing spot elevations within landscape and hardscape areas. Landscape and hardscape areas consist of: sidewalks, planting beds.
 - Planting Plans: Showing plant species, sizes, and location with associated details for canopy trees, ornamental trees, shrubs and groundcover, and turf.
 - Landscape and Hardscape Details: Showing hardscape elements explicitly included in the Design Development package, consisting of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval by the Landscape Architect.
 - Irrigation design is not included in this scope of work. Additional landscaping opportunities identified through stakeholder coordination will be considered additional services.
 - 8.8. Prepare Sequence of Work narrative and General Traffic Control Notes for construction.
 - 8.9. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.
 - 8.10. Incorporate TxDOT and City standard details as applicable.
 - 8.11. Prepare General Notes and a Construction Timeline Estimate
 - 8.12. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
 - 8.13. Attend up to two (2) Design Review meetings for 60% and 90% PS&E design submittals. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will prepare the following deliverables during this task:

- a) Three (3) hard copies and a PDF of the following 60% Design Plans (11"x17"):
- Title Sheet
 - Index of Sheets
 - Project Layout
 - Typical Sections
 - Plan-Profile Sheets
 - Drainage Area Maps
 - Hydrology/hydraulic calculation sheets
 - Bridge Layout
 - Landscape and Hardscape sheets
 - Opinion of Probable Construction Costs
 - Cross sections
 - Form 1002, 2443
 - Austin District Project Development Manual IDF-Checklists
- b) Three (3) hard copies and a PDF of the following 90% Design Plans (11"x17"):
- Title Sheet
 - Index of Sheets
 - General Notes
 - Item Summaries
 - Traffic Control Narrative and Standards
 - Project Layout
 - Typical Sections
 - Removal Plans
 - Plan-Profile Sheets
 - Intersection Detail Sheets
 - Miscellaneous Details Sheet
 - Drainage Area Maps
 - Hydrology/hydraulic calculation sheets
 - Bridge Layout
 - Bridge Details
 - Illumination Layout Sheets
 - Landscape and Hardscape sheets
 - Landscape and Hardscape Details
 - SW3P Sheets
 - EPIC
 - Standards
 - Cross Sections
 - 90% Opinion of Probable Construction Costs
 - 90% Construction Timeline

- LGPP Development Review Checklist
 - Form 1002, 2443, 2229, 2699
 - Draft certifications, Engineers Seal, specifications list
 - Austin District Project Development Manual IDF-Checklists
- c) Final Plans Submittal to contain:
- Three (3) hard copies and a PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - Three (3) hard copies and a PDF of the Final Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the Final Construction Timeline

9. TRAFFIC ENGINEERING SERVICES

The Engineer will develop illumination plans for safety pedestrian lighting adjacent to the bridge area between Creek St and the dead end of S Llano St.

- 9.1. The Engineer will coordinate with the City to identify appropriate luminaire and height of illumination poles. The Engineer will use this information to develop a photometric model using lighting software AGi 32 to determine that minimum “Illuminance” requirements are satisfied. The Engineer will conduct electrical and voltage drop calculations to determine wire and conduit sizes, and number and details of electrical services required along the project corridor. The Engineer will coordinate with utility provider to determine locations to draw power and set electrical services.
- 9.2. The Engineer will prepare layout sheets showing location of poles, conduits, and wiring. The plans will also include conduit and wire charts, details on electrical services, and quantity summaries.

10. STRUCTURAL ENGINEERING SERVICES

The shared use path bridge over Baron Creek is anticipated to be a 3 span prefabricated bridge. The Engineer will coordinate structural design efforts with the loading and geometry provided by a pre-fabricated bridge manufacturer. The Engineer will:

- 10.1. Prepare Bridge Layout and Typical Section sheets to show plan and profile geometry and cross section of the structure. These sheets will be prepared according to the TXDOT checklist for Bridge Layouts.
- 10.2. Prepare a Summary of Estimated Bridge Quantities sheet.
- 10.3. Perform calculations to determine the geometrics of the bridge (begin and end bridge, low chord, and bearing seats).
- 10.4. Prepare Abutment and Abutment Details sheets consisting of abutment plan view, elevation views, and common details including control elevations and bearing seat elevations.
- 10.5. Prepare Bent and Bent Details sheets consisting of bent plan view, elevation views, and common details including control elevations and bearing seat

elevations.

- 10.6. Perform calculations to determine foundation designs. It is currently assumed all bridge foundations will be drilled shafts.
- 10.7. Prepare list of TxDOT Bridge Standard Details and incorporate into the plans.

11. BIDDING PHASE SERVICES

The Engineer will:

- 11.1. Prepare bid documents and project manual in accordance with the TxDOT and City standards
- 11.2. Attend pre-bid meeting with the City. Assist the City in developing meeting agenda
- 11.3. Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents
- 11.4. Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction
- 11.5. Include addenda items in the construction plans and issue "conformed" set of plans for construction

12. CONSTRUCTION PHASE SERVICES

Engineer will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- 12.1. Attend one (1) Pre-Construction meeting with the City and the Contractor.
- 12.2. Respond to up to five (5) Request for Information (RFI) requests from the Contractor. Any orders authorizing variations from the Contract Documents will be made by Client.
- 12.3. Develop and issue up to three (3) revised sheets.
- 12.4. Review shop drawings and respond to reasonable requests for information (RFI's) for construction; a maximum combined total of fifteen (15) shop drawings will be reviewed or responded to. Shop drawing submittals will typically consist of concrete mix designs, prestressed concrete girders, and prestressed concrete panels. Kimley-Horn will not direct any construction activities and assumes no responsibility for any work performed by the Contractor.
- 12.5. Make up to one (1) site visits as directed by Client in order to observe the

progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

ADDITIONAL SERVICES AS AUTHORIZED

Tasks 13 and 14 consist of the following additional services which require written authorization to proceed from the City prior to the commencement of work.

13. ENVIRONMENTAL SERVICES

If required by TxDOT and/or the State Historic Preservation Office and authorized by the City, CMEC will also prepare the following deliverables:

- 13.1. Historic Resources Research Design
- 13.2. Historic Resources Survey Report
- 13.3. Archeological Resources Permit Application and Survey Report
- 13.4. Public Notice and Opportunity to Comment
 - CMEC will prepare the notice using the current TxDOT guidance and will send the notice to the owners of real property that is adjacent to the project, using email and/or non-certified mail to the address listed for each property owner in county or city records. CMEC will also provide notice to affected local governments and public officials. The notice and opportunity to comment must be in English and any other language identified as commonly spoken in the project area. A 15-day comment period will be afforded. Any timely comments received in response to the notice and opportunity to comment will be addressed in a comment/response matrix prior to the environmental decision on the project (i.e., the categorical exclusion determination).
- 13.5. The Engineer shall coordinate with CMEC and perform QA/QC of additional environmental deliverable files.

14. CONSTRUCTION MATERIALS TESTING

- 14.1. Construction Materials Testing will be performed via a subconsultant (HVJ) and the detailed scope of services for this work will provided in future supplemental. The budget proposed for construction materials testing is a placeholder and is subject to change once more detailed plans and specifications are developed.

The following services are not included in this Agreement at present and are specifically



considered to be additional services:

- a. Right-of-Way/easement acquisition and/or condemnation assistance;
- b. Franchise Utility relocation design
- c. Construction inspection, construction staking
- d. Appearing as an expert witness in any litigation for the City.
- e. Formal coordination with the USFWS
- f. Endangered species presence/absence surveys, including freshwater mussel surveys
- g. Section 6(f) or 4(f) analysis
- h. USFWS Coordination
- i. Indirect and Cumulative Impacts Assessment
- j. Preparation of Environmental Assessment or other NEPA document
- k. U.S. Army Corps of Engineers Section 401/404/408 Permit Applications
- l. Geologic Assessment
- m. Hazardous Materials Phase I or II analysis
- n. USACE Pre-Construction Notification or Individual Permit preparation
- o. Preparing Conditional Letter of Map Revision for FEMA
- p. Preparing final conditions Letter of Map Revision for FEMA
- q. Irrigation design

SCHEDULE

We will provide our services as expeditiously as practicable as shown in Exhibit A



FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis and time and materials, not to exceed, (TM). The services in this agreement will be billed as follows.

<u>Base Services</u>		
Task 1	PROJECT ADMIN AND COORD SERVICES	\$ 14,610.00 LS
Task 2	ENVIRONMENTAL SERVICES	\$ 37,854.65 TM
Task 3	SURVEYING SERVICES	\$ 22,050.60 LS
Task 4	GEOTECHNICAL ENGINEERING SERVICES	\$ 25,233.70 LS
Task 5	SUE SERVICES(QLB)/UTILITY COORD SERVICES	\$ 22,215.91 LS
Task 6	PRELIMINARY ENGINEERING SERVICES	\$ 40,250.00 LS
Task 7	DRAINAGE DESIGN SERVICES	\$ 25,660.00 LS
Task 8	FINAL PS&E DESIGN SERVICES	\$ 66,340.00 LS
Task 9	TRAFFIC ENGINEERING SERVICES	\$ 12,620.00 LS
Task 10	STRUCTURAL ENGINEERING SERVICES	\$ 32,700.00 LS
Task 11	BID PHASE SERVICES	\$ 5,210.00 LS
Task 12	CONSTRUCTION PHASE SERVICES EXPENSES	\$ 19,580.00 LS \$ 2,027.20 LS
Base Services Total		\$ 326,352.06 LS
<u>Additional Services</u>		
Task 13	ENVIRONMENTAL SERVICES	\$ 34,255.58 TM
Task 14	CONSTRUCTION MATERIALS TESTING (PLACEHOLDER)	\$ 12,600.00 LS
Additional Services Total		\$ 46,855.58 LS
Grand Total		\$ 373,207.63 LS

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.



CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Fredericksburg**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a copy to our attention. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,

Sam Lundquist, P.E.
Project Manager
TBPE F-928

Brian Boecker, P.E.
Senior Vice President

Agreed to on this ____ day of _____, 2021.

City of Fredericksburg

By: _____

(Print Name)



Attachments:

Exhibit A – Proposed Project Schedule

Exhibit B – QL B SUE limits

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner		Agent for Owner	Unrelated Owner to

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the

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Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

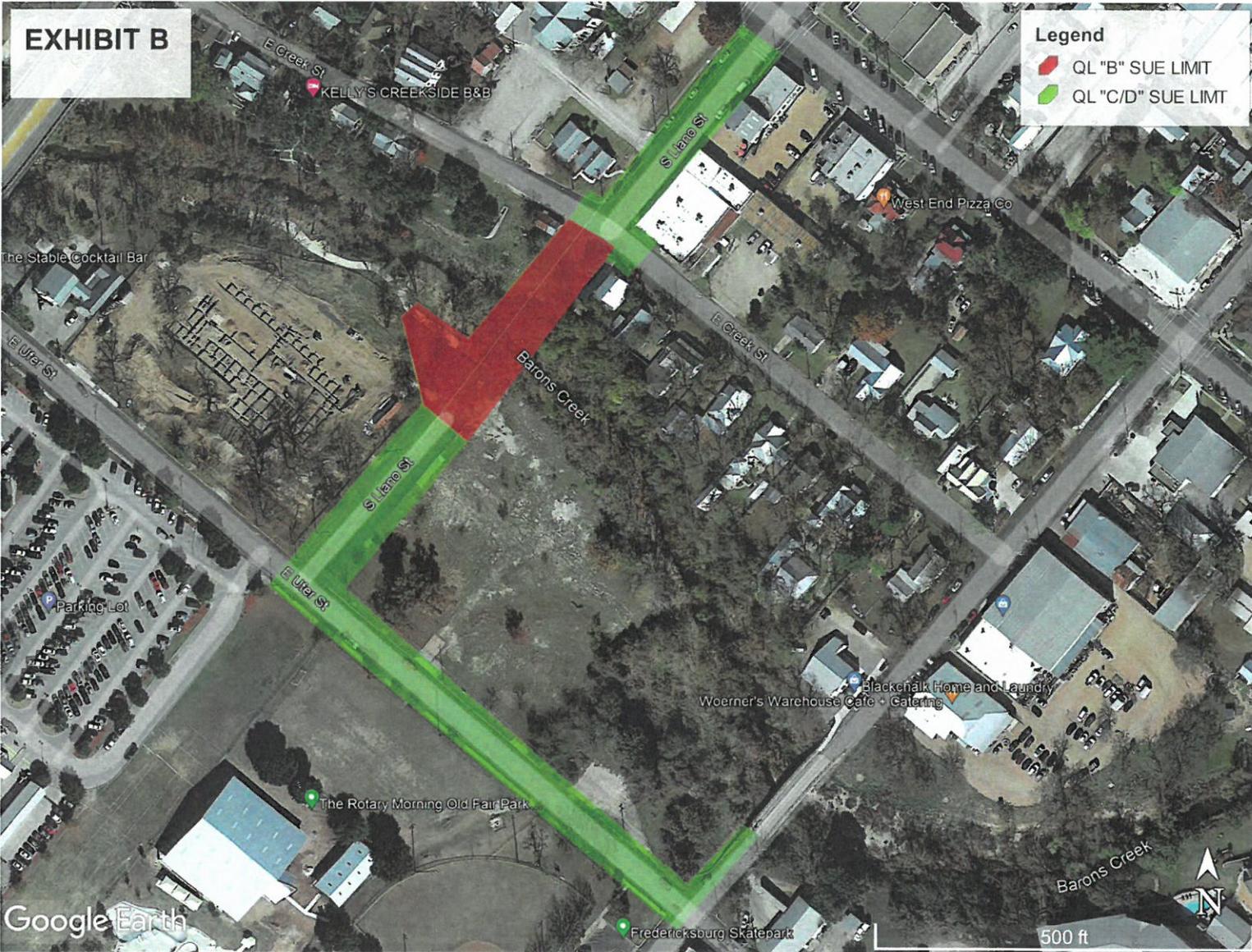
(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed
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by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT B



Upcoming City Council Agenda Items

CITY COUNCIL MEETING DATES & FUTURE AGENDA ITEMS		
Monday, February 21, 2022 (Regular Meeting)		
1	Consent-February 7, 2022 Minutes for Regular Meeting	Shelley
2	Review the HOT recipient Procedures	Shelley
3	Amendment to the Fee Ordinance regarding taxi cab fees	Shelley
4	Public Hearing and approval of Zoning change 668 Pyka (Grant)	Jason
5	Resolution appointing Election Judges	Shelley
6	Resolution contract for sharing of Election Poll on 5-7-22 with the County	Shelley
7	Public Hearing and approval of Ordinances for Z-2202 Land Use and Zoning change for 1100 Friendship Lane	Jason
8	Public Hearing and approval of Ordinance for Z-2201 PUD 1511 and 1565 E Main Street	Jason
9	Approval of consultant contract for Fredericksburg Visitor information center expansion	Evan
10	Consent- January 12, 2022 Work Session Minutes	Shelley
11	Consent- January 31, 2022 Work Session Minutes	Shelley
12	Update the Records Management Ordinance and Plan	Shelley
13	Approval of City Manager's Performance Goals	Kent
14	Approval of EDA grant for parking	Kent
15		
16		
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
4	Consent - Street closures 175 th Anniversary Parade on Saturday, May 7, 2022, at 10 a.m., Fourth of July Parade on Monday, July 4, 2022, at 10 a.m., Gillespie County Fair Parade on Friday, August 26, 2022, at 10 a.m., and Light the Night Christmas Parade on Friday, December 2, 2022, at 6:30 p.m. (inclement weather date of Friday, December 9, 2022)	Jennifer
5	Approval of Market Square Improvement Bids	Andrea
6	Landmark designation	Jason
7	Public Hearing-#Z-2120 amendments to STR, parking etc	Jason
8	STR Fee Ordinance	Jason
9	STR Ordinance	Jason
10	Relief Route Resolution	Kent
11	Approval of RFP Hotel/Confemee Center	Kent
12	Bid Award-Broadband Network Improvements	Eric
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
4	MOU with State for license plate reader	Brian V
5	Approval of annexation - Pyka	Jason
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
4	Council review HOT applications for qualifications	Shelley/Daniel
Monday, April 18, 2022 (Regular Meeting)		
1	Consent - April 4, 2022 Regular Meeting Minutes	Shelley
2	Audit presentation (April 18, 2022)	Laura
3	Annual Investment Policy Review (April 18, 2022)	Laura
4	Allocation HOT funding	Shelley
Monday, May 2, 2022 (Regular Meeting)		
1	Consent - April 18, 2022 Regular Meeting Minutes	Shelley
FUTURE AGENDA ITEMS		
1		
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