



City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 6, 2022 ~ 6:00 P.M. LAW ENFORCEMENT CENTER 1601 E. MAIN STREET FREDERICKSBURG, TEXAS 78624

Jeryl Hoover, Mayor
Tony Klein, Councilmember
Bobby Watson, Councilmember/Pro Tem

Sharon Joseph, Councilmember
Emily Kirchner, Councilmember
Clinton Bailey, City Manager

The City of Fredericksburg City Council will meet in a regular session on Tuesday, September 6, 2022 at 6:00 p.m. This meeting will be held in person and livestream 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

(Jerry McCorkle, City resident)

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.

A. Written Comments: to be submitted remotely:

- i. Must be received by 3:00 p.m. on September 6, 2022
- ii. Complete the Citizen Comment Form online at www.fbgtx.org; or
- iii. Email your comments to CitizenComments@fbgtx.org; or
- iv. 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 "**September 6, 2022**, City Council Regular Meeting" tab.

B. Verbal Comments:

- i. Sign up in-person between 5:30 p.m. and 6:00 p.m. at the Law Enforcement Center in order to comment.
- ii. Speakers will be limited to 3 minutes to speak.
- iii. If any citizen has handouts for 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 City Council Minutes for the following meetings: (Shelley Goodwin, City Secretary).
 - i. August 15, 2022 Regular Meeting
(Agenda Packet Pages 5 - 24)
 - ii. August 17, 2022 Work Session
(Agenda Packet Pages 25 - 28)
 - iii. August 22, 2022 Work Session
(Agenda Packet Pages 29 - 62)

7. PUBLIC HEARING

- A. Hold a public hearing to receive comments for or against a request by Mark Pavlicek with Cherry Builders, LLC. for the consideration of a request for Voluntary Annexation for approximately 9.37 acres of land described as Lot 2AR of the Kinman Subdivision located at 211 Mariposa Drive (Z-2214) (Garret Bonn, Interim Development Services Director/City Engineer)
(Agenda Packet Pages 63-80)

8. ORDINANCE AND RESOLUTION

- A. Consider the approval of Ordinance 2022-29 amending Article 11.702 – Electric Rates, of Appendix A – Fee Schedule, of the Code of Ordinances, to update and amend the fees for Electric Service provided by the City (City Council may waive the second reading) (Kris Kneese, Interim Public Works Director).
(Agenda Packet Pages 81 - 86)
- B. Consider the approval of Resolution 2022-18R appointing persons to serve on the Fredericksburg Convention and Visitor Bureau Board of Directors (Shelley Goodwin, City Secretary).
(Agenda Packet Pages 87 - 94)

9. OTHER ACTION ITEMS AND UPDATES

- A. Consider the approval of a contract for completion of Phase 2 (construction) of the Broadband Project in the amount of \$1,051,843.00 (Eric Whiting, IT Director)
(Agenda Packet Pages 95 - 122)
- B. Consider the approval of Fredericksburg Convention and Visitor Bureau budget for Fiscal Year October 1, 2022 through September 30, 2023.
(Agenda Packet Pages 123 - 124)

10. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

11. CITY MANAGER'S REPORT

- A. FY2023 Budget update
 - i. 2022 Tax Rate Public Hearing on September 14, 2022, at 1:00 p.m. at the Golf Course Cardinal Room.
 - ii. City Council Regular Meeting adoption of the Tax Rate and the FY2023 Budget on September 19, 2022, at 6:00 p.m. at the Law Enforcement Center.

12. COUNCIL COMMENTS

13. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 125 – 126)

14. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 (Real Estate):

- A. Consider and discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the intersection of N. Adams at Travis Street, in the City of Fredericksburg (Sec. 551.072).

15. 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.

16. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 11:05 a.m. on September 1, 2022, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Shelley Goodwin, TRMC/CMC
City Secretary



City of Fredericksburg

REGULAR CITY COUNCIL MEETING MINUTES MONDAY, AUGUST 15, 2022 ~ 6:00 P.M. LAW ENFORCEMENT CENTER 1601 E. MAIN STREET FREDERICKSBURG, TEXAS 78624

The City of Fredericksburg City Council held their Regular Meeting on Monday, August 15, 2022, at 6:00 p.m. This meeting was held in person at the Law Enforcement Center and live streamed on the City of Fredericksburg's YouTube Channel.

Members Present:

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Sharon Joseph

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Daniel Jones, City Attorney
Brian Vorauer, Police Chief
Derek Seelig, Patrol Division Lieutenant
Lynn Bizzell, Fire Chief
Eric Whiting, Information Technology Director
Lea Feuge, Public Information Officer
Garret Bonn, Interim City Engineer/Interim Development Services Director
Kris Kneese, Interim Director of Public Works and Utilities
Justin Calhoun, Emergency Management Coordinator
Regan Rabke, Fire Marshal
Krista Wareham, Finance Manager
Leslie Ball-Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Regular Meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, August 15, 2022.

2. INVOCATION

Michael Burdick, Pastor of Victory Fellowship Church, provided an invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. EMPLOYEE RECOGNITIONS

Clinton Bailey, City Manager, stated he had received the following employee recognitions:

- Officer Bryan Davis, Police Department, for his professionalism and assistance during a traffic stop
- Shelby Collier, Associate Planner, for her customer service
- Kyle Treibs, Lineman, for going above and beyond the call of duty
- Sergeant Chad Lovelady, Police Department, for an excellent job during an investigation

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Mayor Hoover announced that everyone who signed up to speak has requested to speak on agenda item 8. G., so he will take the comments at the agenda item.

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 for the following meetings:

- i. July 27, 2022, Work Session
- ii. August 1, 2022, Joint Work Session
- iii. August 1, 2022, Regular Meeting

B. Consider the approval of a street closure request from the Knights of Columbus for Bestfest to close one southbound traffic lane and the parking lane on N. Adams Street, adjacent to Marktplatz from Austin to Main Street beginning Friday, October 14, 2022, at 7 a.m. and ending Sunday, October 16, 2022, at 12 p.m.

Motion: A motion was made by Councilmember Joseph, seconded by Councilmember Watson, to approve Consent Agenda item 6. A. i. (with corrections), ii. (with corrections), iii. and B. The City Council voted five (5) for, and none (0) opposed on 6. A. i., ii., and iii. The motion carried unanimously. The City Council voted four (4) for, none (0), and one (1) abstain (Councilmember Klein). The motion carried.

7. PUBLIC HEARING

A. Hold a public hearing to receive comments for or against a request by Roger and Joan Schrenk for Conditional Use Permit per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 109 East College (Z-2212)

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to open the public hearing at 6:17 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Joan Schrenk, the property owner, reviewed the project and the need for the Conditional Use Permit.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to close the public hearing at 6:19 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 a request by Bryan Benson with Jet Capital, LLC., for a Conditional Use Permit per Section 3.700 to allow for a “Drive Through or Drive-In Facilities” for property located at 1511 E. Main Street (Z-2213)

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to open the 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 Watson, seconded by Councilmember Klein, to close the public hearing at 6:25 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Hold a public hearing to receive comments for or against a request by Ronnie and Norma Crossland, for a Conditional Use Permit per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 112 East Schubert (Z-2216)

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Klein, to open the public hearing at 6:30 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Neal Reeh, representative for the requestor, stated he was present to answer questions.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to close the public hearing at 6:31 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

8. OTHER ACTION ITEMS AND UPDATES

A. Consider approval of a Conditional Use Permit per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 109 East College (Z-2212).

Garret Bonn, Interim City Engineer/Interim Development Services Director, reviewed the request and the process for notifying neighbors. He noted City staff feels this property meets all the criteria, and the Planning and Zoning Commission approved it unanimously with the following conditions:

- Review/inspection and approval of an STR Permit Application
- Payment of applicable fees (\$250 for a 2-bedroom unit)

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Klein, to approve a Conditional Use Permit per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 109 East College with the conditions provided by Planning and Zoning Commission (Z-2212). The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

B. Consider approval of a Conditional Use Permit (CUP) per Section 3.700 to allow for a “Drive Through or Drive-In Facilities” for property located at 1511 E. Main Street (Z-2213)

Garret Bonn, Interim Development Services Director/Interim City Engineer, reviewed the request and the property location. He noted City staff feels this property meets all the criteria and the Planning and Zoning Commission voted unanimously to approve the CUP.

The City Council discussed the lighting at the location.

Motion: A motion was made by Councilmember Klein, seconded by Councilmember Joseph, to approve a Conditional Use Permit (CUP) per Section 3.700 to allow for a “Drive Through or Drive-In Facilities” for property located at 1511 E. Main Street (Z-2213). The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider approval of a Conditional Use Permit (CUP) per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 112 East Schubert (Z-2216)

Garret Bonn, Interim Development Services Director/Interim City Engineer, reviewed the request and the property location. He noted City staff received three protest letters.

The City Council discussed the protest letters and the following conditions for the CUP that were recommended by the Planning and Zoning Commission:

- Review/inspection and approval of an STR Permit Application
- Payment of applicable fees (\$250 for a 2-bedroom unit)

Neal Reeh stated he is representing the owners of the property. He discussed the possibility of adding screening.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Joseph, to approve a Conditional Use Permit (CUP) per Section 3.110 to operate an unoccupied Short-Term Rental in a R2 zoned area located in the Historic Overlay District on property located at 112 East Schubert with the conditions provided by Planning and Zoning Commission and to add a screen between the neighbors, which must be approved by the Historic Review Board (Z-2216). The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

D. Consider approval of a Third Amendment to Lease Agreement for the Fredericksburg Art Guild Building (This item will be considered after Agenda Item 13)

Motion: A motion was made by Councilmember Klein, seconded by Councilmember Kirchner, to approve the Third Amendment to Lease Agreement for the Fredericksburg Art Guild Building for a three-year lease. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

E. Consider approval of a Second Amendment to the Ground Lease Agreement and Subordination Agreement with the Former Texas Rangers Foundation (This item will be considered after Agenda Item 13)

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Joseph, to approve a Second Amendment to the Ground Lease Agreement with the Former Texas Rangers Foundation, with the lease ending February 2, 2025. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

F. Consider the award of contract for the Comprehensive Plan and Parks Master Plan to Halff Associates

Anna Hudson, Historic Preservation Officer, reviewed the Request for Proposals and the bidding process used.

Chelsea Irby, Halff Project Manager, reviewed a PowerPoint on six focus areas, the project approach, and the four phases. Community engagement. She also reviewed the Parks Master Plan.

The City Council discussed the recommended Advisory Committee.

Garret Bonn, Interim Development Services Director/Interim City Engineer, reviewed the project's cost. He noted \$40,000 in the FY2022 budget, and the remaining cost is part of the FY2023 budget.

Motion: A motion was made by Councilmember Joseph, seconded by Councilmember Kirchner, to award of contract for the Comprehensive Plan and Parks Master Plan to Halff Associates. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

G. Consider the selection of winning proposal for the Hotel Conference Center or the rejection of the Request for Proposals

Clinton Bailey, City Manager, reviewed the history of the project and the process of the Request for Proposals.

Tim Lafferty, City resident, spoke against the proposed Hotel Conference Center.

Mickey Poole, spoke against the proposed Hotel Conference Center and the proposed incentives.

Jerry McCorkle, City resident, spoke against the proposed Hotel Conference Center.

Eric Hammersen, City resident, spoke against the proposed Hotel Conference Center.

Polly Rickert, City resident, spoke against the proposed Hotel Conference Center and the need to bring higher end jobs to the City.

Renee Abel, City resident, spoke against the proposed Hotel Conference Center.

Sylvia Hicks, City resident, spoke against the proposed Hotel Conference Center.

Jeannette Hormuth, City resident, spoke against the proposed Conference Center.

Matt Durrett, the owner of COZI, spoke against the proposed Hotel Conference Center.

The City Council discussed the timing of the proposed Hotel Conference Center project.

Motion: A motion was made by Councilmember Klein, seconded by Councilmember Kirchner, to reject both Requests for Proposal for the proposed Hotel Conference Center. The City Council voted three (3) for and two (2) opposed (Councilmembers Watson and Joseph). The motion carried.

9. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA

Rosemary Estenson encouraged the City Council to read The Big Thirst book and follow the watering schedules.

Annette Bennett read her written comments regarding the American Rescue Act Fund.

MaryLee Marshall, City resident, spoke regarding American Rescue Act Fund.

Jeannette Hormuth, City resident, spoke regarding American Rescue Act Fund and the grant for the proposed downtown parking facility.

George Studor, City resident, spoke regarding City laws, rules, and enforcement.

Chris Johnson, City resident, encouraged the City Council to approve the lease with the Fredericksburg Art Guild.

10. CITY MANAGER'S REPORT

A. Water supply update

Kris Kneese, Interim Director of Public Works and Utilities, reported on the water pumping and usage. He noted City staff is continuing to educate the public on water usage, and he encouraged everyone to sign up for the City's Customer Portal. He also stated the City is currently in Stage 3 Watering Restrictions.

B. Big Sky Fire update

Lynn Bizzell, Fire Chief, provided the attached PowerPoint Presentation.

Clinton Bailey, City Manager, reviewed his experience watching the Fire/EMS crews fight the fire.

C. FY2023 Budget update

- i. Budget Workshop on August 17, 2022, at 9 a.m. in the Cardinal Room at the Lady Bird Golf Course.**
- ii. City Council Workshop for Public Hearing on proposed FY2023 Budget and No-New-Revenue Tax Rate on August 22, 2022, at 4 p.m. in the Cardinal Room at the Lady Bird Golf Course.**
- iii. City Council Regular Meeting adoption of the Tax Rate and the FY2023 Budget on September 19, 2022, at 6 p.m. at the Law Enforcement Center.**

Clinton Bailey, City Manager, announced the following:

- A public hearing on the proposed FY2023 Budget and No-New-Revenue Tax Rate is scheduled for August 22, 2022, at 4:00 p.m. in the Cardinal Room at the Lady Bird Golf Course.
- Adoption of the Tax Rate and the FY2023 Budget is scheduled for September 19, 2022, at 6:00 p.m. at the Law Enforcement Center.

11. COUNCIL COMMENTS

Councilmember Watson provided a report from the Airport Commission. He stated the T Hangers are at 100% occupancy, and there are 34 on the waitlist. He noted the Airport is building four more hangers and fuel sales are 26% ahead of last year's sales.

Councilmember Joseph announced Ernie Loeffler, President/CEO of the Fredericksburg Convention and Visitor Bureau, has announced his retirement after 25 years of service.

12. ITEMS FOR FUTURE AGENDA

Clinton Bailey, City Manager, reviewed the Future Agenda spreadsheet.

13. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 (Real Estate):

- A. Consider and discuss exchange, lease, or value of real property, located in the vicinity of the intersection of Austin Street and N. Washington Street, in the City of Fredericksburg, (Sec. 551.072), and**
- B. Consider and discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the intersection of E. Main Street at Heritage Hills Drive, in the City of Fredericksburg, Texas (551.072).**

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Joseph, to go out of the Regular Meeting and into the Executive Session at 8:22 p.m. 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 Klein, to go out of the Executive Session and into the Regular Meeting at 8:50 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

14. BUSINESS ITEM

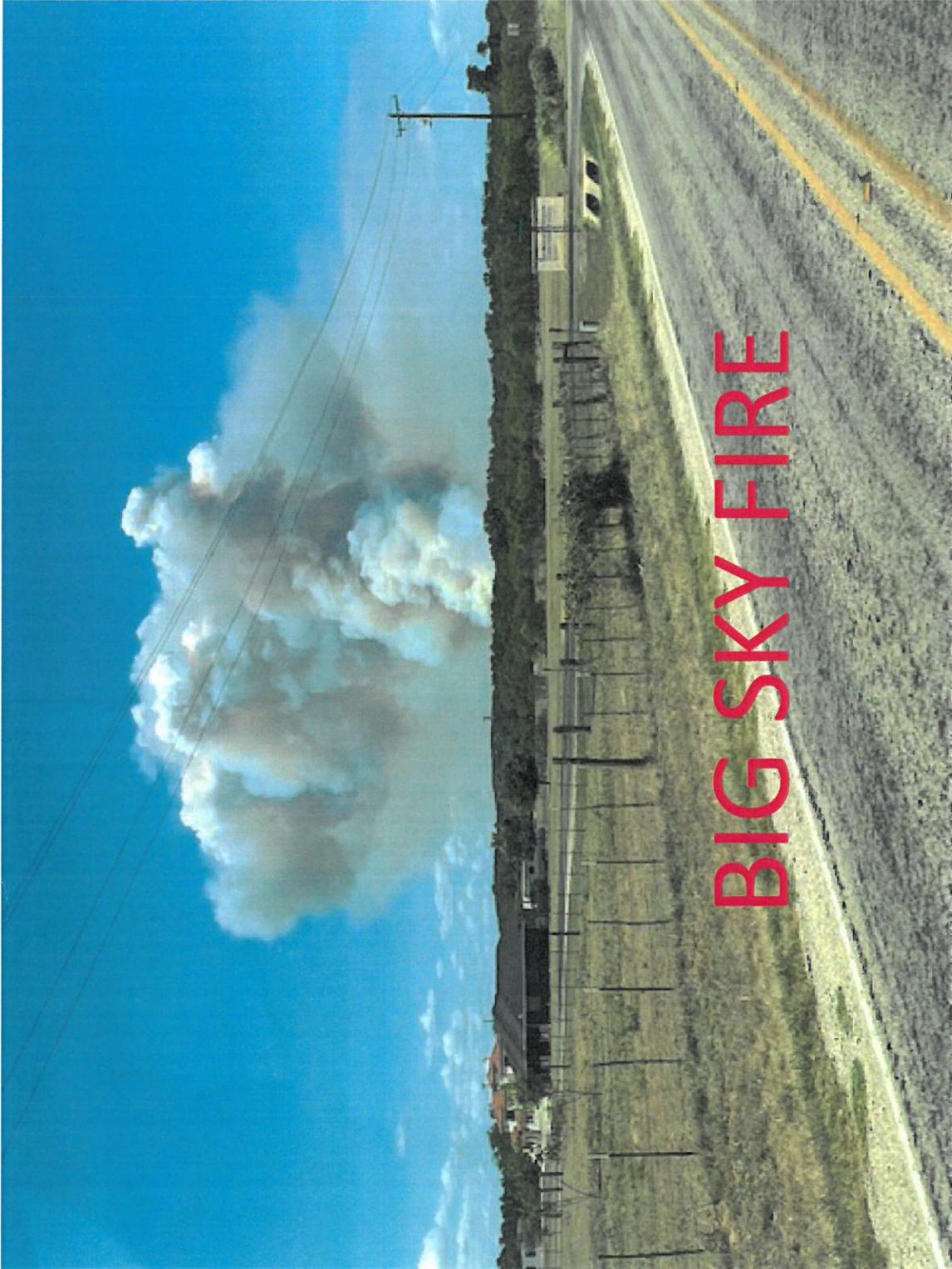
The City Council then took up Agenda Items.

15. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Klein, to adjourn the Monday, August 15, 2022, City Council Regular Meeting at 8:53 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary





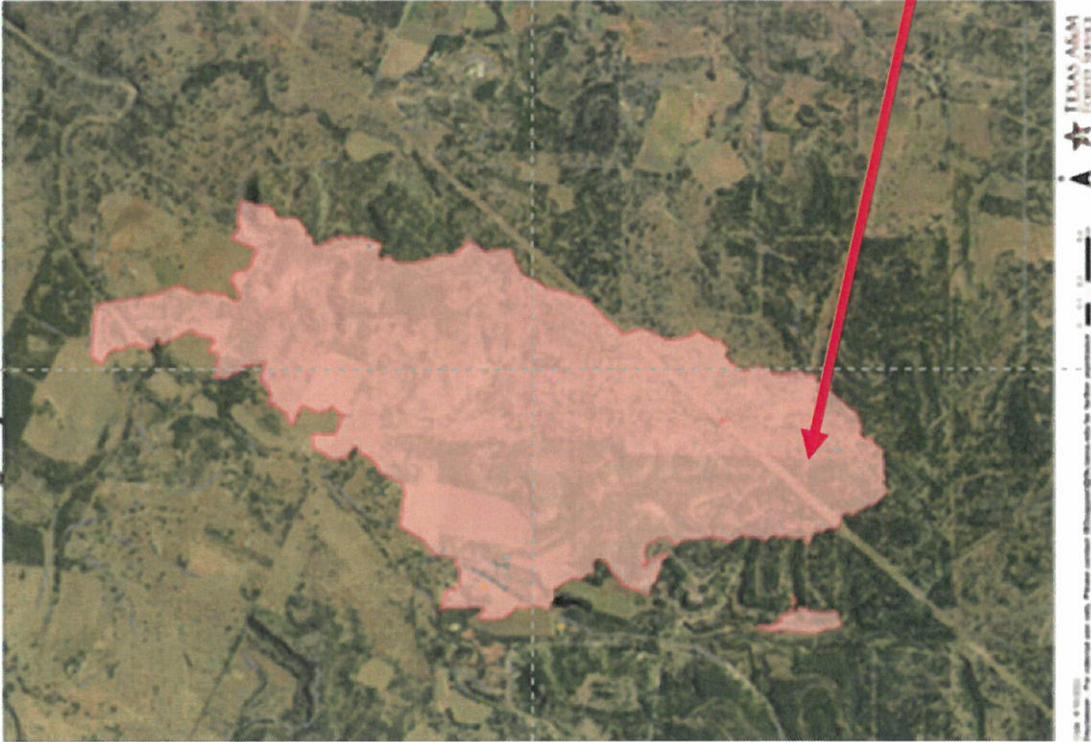
Active Fire Attack Lasted from Aug 2 to 10th

- Sequence of events
 - Tuesday – 12:09:57 911 call for grass fire at end of Foster Ranch Road
 - Caused by machinery
 - 12:11:16 WCFR and FFEMS dispatched
 - 12:15:19 Gillespie County LVL 1 Task Force and TFS requested
 - 12:15:48 Llano Co requested
 - 12:19:20 Alamo Springs VFD and Johnson City VFD
 - 12:22:52 Blanco Co
 - 12:25:56 Command established
 - Sunday – All deployed assets released, area turned over to WCFR.



Responses Units on Scene August 2 to 10th

Big Sky Perimeter



Started here at
the time we
got the call

1459 Acres







Response Strategy

- Evacuate people with advancing fire line
- Protect structures, homes and barns
- Coordinate Incoming Resources
- Control advance of fire
- Reinforce perimeter
- Clear hot spots
- Monitor for outbreaks
- Return area to local department for monitoring

Local Resources Committed

- Willow City Fire Rescue
- Gillespie County Level 1 TF
 - FFEMS
 - Harper VFD
 - Doss VFD
 - Stonewall VFD
 - Tierra Linda VFD
- Llano TF
 - Llano VFD
 - Sunrise Beach VFD
 - Kingsland VFD
 - Buchanan Dam VFD
- Kendall Co
 - Alamo Springs VFD
 - Comfort VFD
 - Waring VFD
 - Sisterdale VFD
- McCulloch Co
 - Brady VFD
 - Plascio VFD
- Mason Co
 - Mason Co VFD
- Bexar Co
 - Bexar Co Strike Team



State & Federal Resources



- Incident Command Level 4 & 3
- TIFMAS Units
- Kerrville IA TF
- EMTF (Medical)
- Fredericksburg TF
- C-17 MOD 2 IA Crew
- Brownwood TF
- SMOD CA-SQF
- Uvalde IA TF
- Jackson Hot Shot Crew
- Virginia DOF Strike Team
- Bulldozers

Texas A&M Forest Service Air Assets

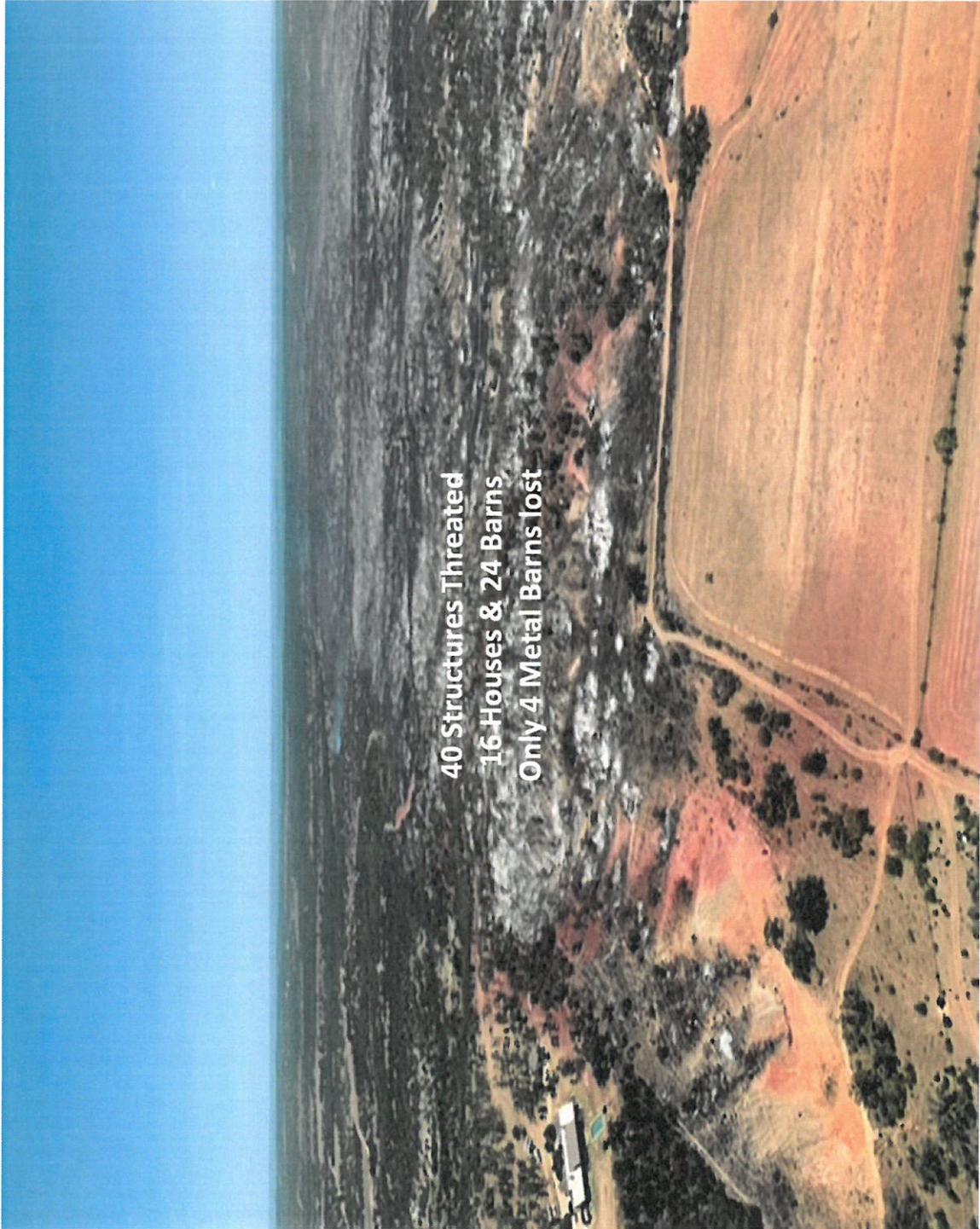


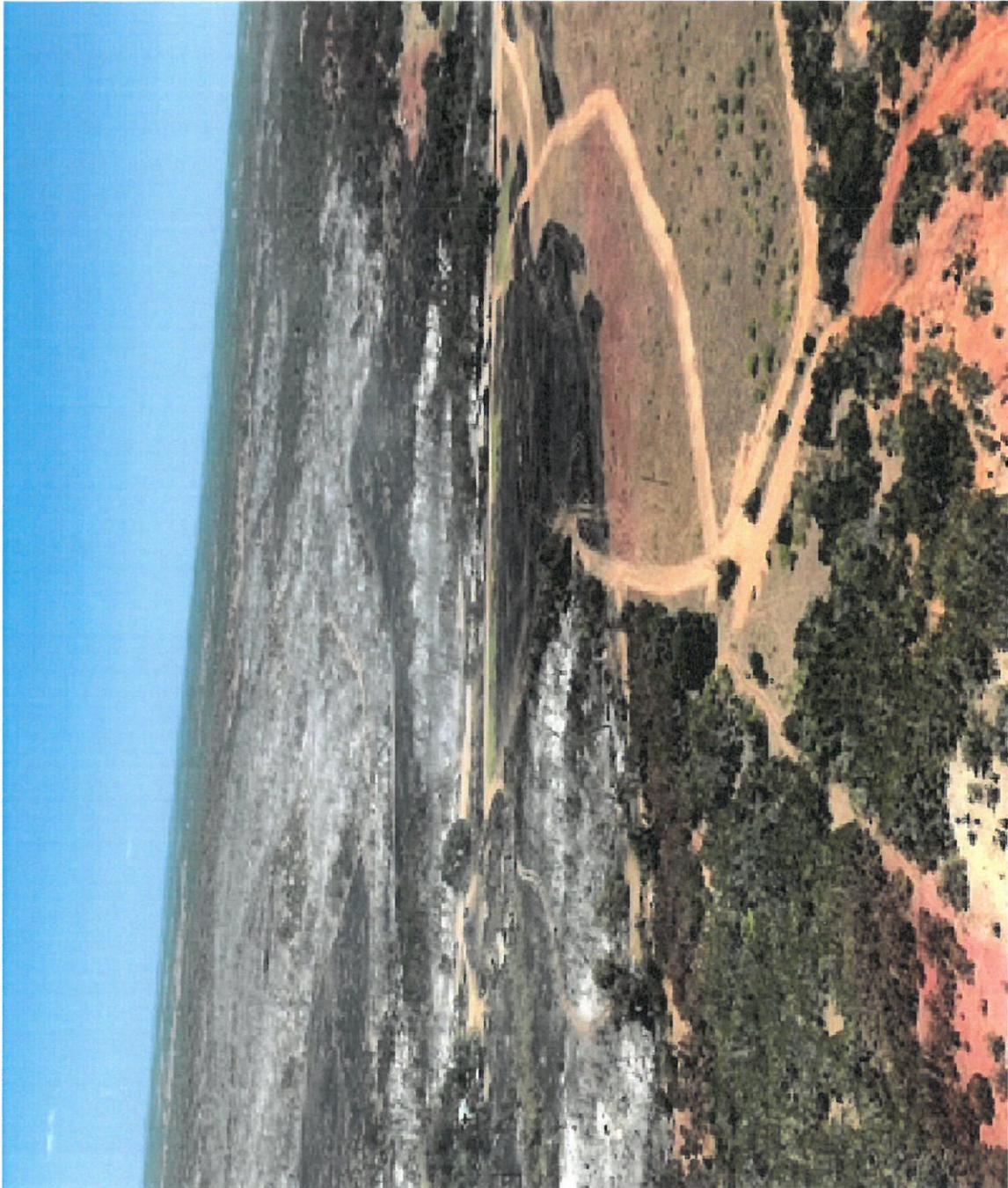
Air Assets Deployed

- 3 Fredericksburg SEATS
- Abilene DC-10
- Austin DC-10
- Austin DC-10
- 2 Type 1 Helo's

Retardant Dropped

- 26,205 gallons
 - 5,972 gallons
 - 9,288 gallons
 - 8,823 gallons
 - Water only
-
- Total dropped 52,288 gallons









**CITY COUNCIL
WORK SESSION MINUTES
WEDNESDAY, AUGUST 17, 2022 ~ 9 A.M.
LADY BIRD GOLF COURSE-CARDINAL ROOM
341 GOLFERS LOOP
FREDERICKSBURG, TEXAS 78624**

Members Present:

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Sharon Joseph

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Daniel Jones, City Attorney
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Eric Whiting, Information Technology Director
Andrea Schmidt, Parks and Recreation Director
Laura Hollenbeak, Finance Director
Garret Bonn, Interim City Engineer and Interim Director of Development Services
Kris Kneese, Interim Public Works Director
Tammie Loth, Human Resources Director
Derek Seelig, Police Lieutenant
Justin Calhoun, Emergency Management Coordinator
Reagan Rabke, Fire Marshall
Evan Williamson, Staff Engineer
David Jung, EMS Director
David Kellam, Finance Manager
Krista Wareham, Finance Manager
Lori Seewald, EMS Accounts Administrator
Shelley Becker, Municipal Judge
Kelli Olfers, Director of the Gillespie County Health Division
Trevor Dupuis, Parks Department Maintenance Supervisor
Josh Treiber, Sanitation Superintendent
Lea Stubblefield, Electric Superintendent
Dennis Durst, Interim Water and Wastewater Superintendent
Jennifer Krupa, Assistant Parks and Recreation Director
Brandon Vollmar, Vegetation Management Assistant Superintendent
Leslie Ball-Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Work Session of the Fredericksburg City Council to order at 9:00 a.m. on Wednesday, August 17, 2022.

2. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

3. FISCAL YEAR FY 2022/2023 BUDGET

A. Receive comments from Clinton Bailey, City Manager.

Clinton Bailey, City Manager, reviewed the today discussion items. He provided a PowerPoint on the proposed FY2023 budget.

B. Public comments

Eric Hammersen, City resident, spoke regarding the American Rescue Fund Plan. He also questioned the purpose of several account line items.

C. Consider, discuss, and take action on the proposed FY 2022/2023 Budget.

Clinton Bailey, City Manager, reviewed the following:

- Capital Expenditure Request Changes - Consensus to add back into the Parks Department budget, the court resurfacing at \$50,000.00.
- New Personnel Request - Consensus to review the Short-Term Rental (STR) permit fees to ensure they cover all the STR expenses.
- Employee Salary Increases - Consensus to review the impact of a 6% salary increase on the proposed Budget.
- Consumer Price Index

Scott Fair, Gillespie County Chief Appraiser, reviewed the different types of tax rate definitions. He reviewed the benefits of each type of tax rate definition.

Clinton Bailey, City Manager, reviewed the following:

- A salary survey was conducted last year, and the need to fully implement for Fire/EMS and Police Department - Consensus to review the cost for full implementation of the Fire/EMS and Police Department Step Program.
- Property Tax Rate Scenarios
- Fund Balance revised information
- Questions and Outstanding Items
 - Fredericksburg Food and Winefest (Debbie Reeh).
 - Waiting on final budget information from Gillespie County.
 - Hotel Occupancy Tax Contribution and \$2 million Visitor Center Expansion Project.
 - Convention and Visitor Bureau Budget (Ernie Loeffler, Executive Director)
 - Gillespie County Economic Development Corporation Budget (Tim Lindberg, Executive Director).
 - Municipal Court - Remodel and equipment for expanded lease space.
 - Electric rate increase – Ordinance consideration at the September 6th City Council Regular Meeting.
 - Sanitation: Landfill fee increase.
 - Capital Improvement add or remove.
 - New Employee Salary Increase and justification.
 - Employee Salary Increases.
 - Property Tax Rate.

D. FY2023 Budget update

- i. City Council Workshop for Public Hearing on proposed FY2023 Budget and New-Revenue Tax Rate on August 22, 2022, at 4 p.m. in the Cardinal Room at the Lady Bird Golf Course.**

ii. City Council Regular Meeting for adoption of the Tax Rate and the FY2023 Budget on September 19, 2022, at 6 p.m. at the Law Enforcement Center.

Clinton Bailey, City Manager, announced the dates for the upcoming Budget Workshop, approval of the FY2023 Budget, and adoption of the 2022 Tax Rate.

4. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 (Real Estate):

- A. Consider and discuss exchange, lease, or value of real property, located in the vicinity of the intersection of N. Adams and Travis Street, in the City of Fredericksburg, (Sec. 551.072).**

Motion: A motion was made by Councilmember Joseph, seconded by Councilmember Watson, to go out of the Work Session and into the Executive Session at 11:52 a.m. 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 Kirchner, to go out of the Executive Session and into the Regular Meeting at 12:06 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

5. BUSINESS ITEM

The City Council took no action.

6. ADJOURN

Motion: A motion was made by Councilmember Klein, seconded by Councilmember Watson, to adjourn the Wednesday, August 17, 2022, City Council Work Session Meeting at 12:7 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



**CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, AUGUST 22, 2022 ~ 4 P.M.
LADY BIRD GOLF COURSE-CARDINAL ROOM
341 GOLFERS LOOP
FREDERICKSBURG, TEXAS 78624**

The City of Fredericksburg City Council held their Work Session Meeting on Monday, August 22, 2022 at 4:00 p.m.

Members Present:

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Sharon Joseph

Members Absent:

None.

City Staff Present:

Clinton Bailey, City Manager
Daniel Jones, City Attorney
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Eric Whiting, Information Technology Director
Andrea Schmidt, Parks and Recreation Director
Laura Hollenbeck, Finance Director
Garret Bonn, Interim City Engineer and Interim Director of Development Services
Kris Kneese, Interim Public Works Director
Tammie Loth, Human Recourse Director
Derek Seelig, Police Lieutenant
Braxton Roemer, Police Lieutenant
Justin Calhoun, Emergency Management
Reagan Rabke, Fire Marshall
Evan Williamson, Staff Engineer
David Jung, EMS Administration
David Kellum, Senior City Accountant
Krista Wareham, Finance Manager
Lori Seewald, EMS Accounts Administrator
Leslie Ball-Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Regular Meeting of the Fredericksburg City Council to order at 9:30 a.m. on Monday, August 22, 2022.

2. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

3. PUBLIC COMMENTS ON AGENDA ITEM

No one wished to speak.

4. FISCAL YEAR 2022/2023 BUDGET

A. Receive comments from Clinton Bailey, City Manager.

Clinton Bailey, City Manager, reviewed the process for today's meeting.

B. Presentation on the budget.

Laura Hollenbeck, Finance Director, reviewed the attached PowerPoint.

C. Hold a public hearing to receive comments for or against the Proposed Budget for Fiscal Year 2023, October 1, 2022, through September 30, 2023. This budget will raise more total property taxes than last year's budget by \$91,515, a 1.82% increase, and of that amount \$121,640 is tax revenue to be raised from new property added to the tax roll this year.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to open the public hearing at 4:46 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Eric Hammersen, City resident, read the attached statements regarding budget priorities.

Mickey Poole spoke regarding the City Council's need to run the City more like a business and return the American Rescue Plan Act Funds.

Debra Habecker, City resident, reviewed the definition of Cities and the function of City. She also encouraged the City Council to return the American Rescue Plan Act Funds.

Wesley Hesker spoke regarding essential services. He also spoke regarding the cost of the future expenses for new additions. Return ARF. He also reviewed several line items that went up.

Jerry McCorkle spoke regarding returning the American Rescue Plan Act Funds.

Sylvia Hicks spoke regarding returning the American Rescue Plan Act Funds and property tax.

Sandra McDonald spoke regarding returning American Rescue Plan Act Funds and the need to cut the FY2023 budget.

Annette Bennett, City resident, spoke regarding the need to return the American Rescue Plan Act Funds and not accept any more funding with strings.

Carol Hammersen, City resident, read the attached statements regarding budget priorities.

Mary Studor, City resident, spoke regarding returning American Rescue Plan Act Funds.

Edith McCanless spoke regarding the budget needing to be created from actual expenses.

Motion: A motion was made by Councilmember Joseph, seconded by Councilmember Watson, to close the public hearing at 5:10 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

D. Review, discuss, and provide direction.

The City Council reviewed the following request or line items:

- Tennis Courts and Pickle Ball – removal from the budget
- Capital Improvement Plan
- Radios for Fire and EMS
- Architect funds for Fire/EMS - consensus to move forward
- The scoreboard at the baseball fields – look into private businesses for donations.
- Fredericksburg Convention and Visitor Bureau
- Staff cost of living adjustment and \$18,000 to implement the remaining Police and Fire/EMS Departments Step Program – consensus to implement the remaining Police and Fire/EMS Departments Step Program
- Comprehensive Plan and Parks Master Plan
- Fort Martin Scott
- Computer Software Maintenance for Development Services
- Municipal Court remodel
- Post-Oak Water and Sewer Impact Fee
- Sanitation and Recycling rate study
- Drainage Fund
- Fredericksburg Food and Winefest - revisit activities and charges for mass events.
- Marktplatz Revenue

E. Announcement of proposed date, time, and location of the FY2023 City Budget adoption – Monday, September 19, 2022, at 6:00 p.m. at the Law Enforcement Center- 1601 East Main Street, Fredericksburg, TX 78624.

Clinton Bailey, City Manager, recommended the City Council hold an additional Workshop. He noted that the City Secretary would contact each of you to find the best date for the meeting. He also announced that the FY2023 City Budget adoption would occur on Monday, September 19, 2022, at 6:00 p.m. at the Law Enforcement Center- 1601 East Main Street, Fredericksburg, TX 78624.

5. 2022 TAX RATES

A. Review the 2022 No-New-Revenue, Voter-Approval, and De Minimis Tax Rate Calculations.

Laura Hollenbeck, Finance Director, reviewed the different calculations and provided some scenarios.

B. Consider the proposed 2022 Tax Rate by recorded roll call vote.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kirchner, to approve the proposed 2022 Tax Rate at the Voter Approval Rate at .221641. On roll call vote the City Council the following:

- | | |
|------------------------|-----|
| Mayor Hoover | aye |
| Mayor Pro-Tem Watson | aye |
| Councilmember Kirchner | aye |
| Councilmember Klein | aye |
| Councilmember Joseph | aye |

The motion carried unanimously.

C. Review the Tax Rate adoption process and schedule.

Laura Hollenbeck, Finance Director, stated since the City Council did propose a Tax Rate greater than the No-New-Revenue then an additional Public Hearing is required.

D. Announcement of proposed date, time, and location of the 2022 Tax Rate adoption – Monday, September 19, 2022, at 6:00 p.m. at the Law Enforcement Center- 1601 East Main Street, Fredericksburg, TX 78624.

Clinton Bailey, City Manager, announced that the 2022 Tax Rate adoption would occur on Monday, September 19, 2022, at 6:00 p.m. at the Law Enforcement Center- 1601 East Main Street, Fredericksburg, TX 78624.

6. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Joseph, to adjourn the Monday, August 22, 2022, City Council Special Meeting at 6:35 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



Public Hearing - August 22, 2022

Proposed Budget & Property Tax Rate

No-New Revenue Tax Rate



- No-New Revenue Tax Rate
 - ▣ A calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the prior year on property taxed in both years. If the property values rise, the no-new-revenue tax rate will go down and vice versa.

Voter-Approval Tax Rate

□ Voter-Approval Tax Rate

▣ The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable 3 ½ percent allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

Voter-Approval Tax Rate



- Debt Rate: The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds secured by property tax revenue.

Voter-Approval Tax Rate

□ How the 3 1/2% cap is calculated

Adjusted 2022 NNR M&O Rate	0.141962
Adjustment for 2021 sales tax specifically to reduce property taxes	<u>0.117038</u>
	0.259000

2022 voter-approval M&O rate
(multiply 0.259000 X 1.035 = 0.268065)

0.268065

2022 VAR, adjusted for sales tax

0.185085

2022 unused increment rate

0.036556

2022 voter-approval tax rate, adjusted for unused increment rate

0.221641

De minimis Tax Rate



- The De minimis rate is equal to the sum of:
 - ▣ a taxing unit's no-new-revenue maintenance and operations rate, plus a rate that when applied to the taxing unit's current total value, will impose an amount of taxes equal to \$500,000, plus the current debt rate.

Unused Increment Tax Rate

- The unused increment rate can be used to increase the voter-approved tax rate, depending upon the tax rates adopted by city in the previous three years. The unused increment rate is the three year rolling sum of the difference between the actual tax rate and the voter-approval tax rate. A city has the ability to bank any unused amounts below the voter-approval tax rate to use up to three years. If a city adopts the voter-approval tax rate all three years the unused increment rate would be zero.

Property Taxes

The process of setting and adopting the Property Tax Rate

- Property taxes serve as a major source of revenue in supporting General Fund operations and Debt Service
- General Fund includes the following departments:
 - Administration
 - Police
 - Fire
 - Streets
 - Park
 - Development Services
 - Health
 - Municipal Court
 - Engineering

Sales Tax Reduces Property Tax

- In the late 1980's, the State changed the law to allow for an extra 1/2% of city sales tax for the specific purpose of reducing the property tax. This required an election, and of course, it passed. The City sales tax increased from 1% to 1 1/2% effective January 1, 1989.
- The 2022 sales tax adjustment rate is \$0.113646

2022 Property Tax Rates

- No-new revenue tax rate 0.165262
- Voter approval tax rate 0.221641
- De minimis rate 0.192311
- Unused increment rate 0.036556

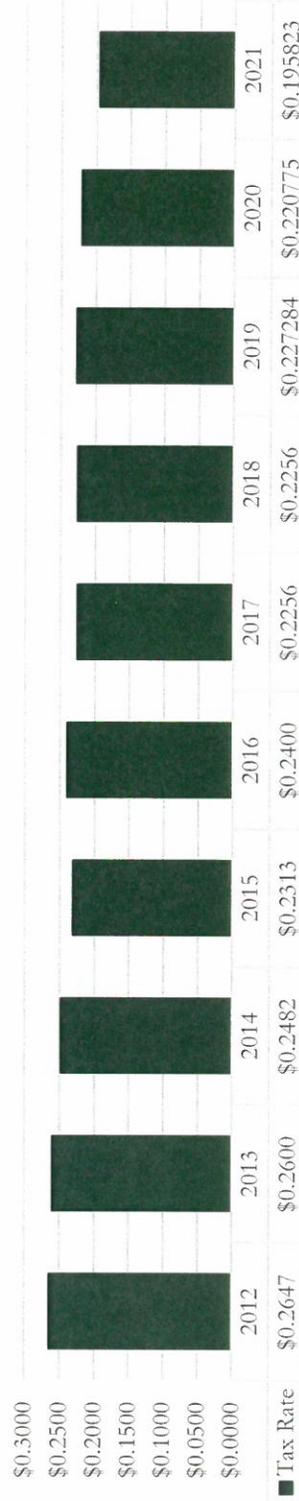
Tax Break for Homeowners 65 and Older

- Texas offers a tax break to homeowners age 65 and older. One of them is a freeze on property taxes. After you apply for and receive the exemption, your property taxes are automatically frozen at the amount calculated for the first full year of qualification. This means your taxes won't go up even if your property values do.

Property Tax History

CITY OF FREDERICKSBURG TAX RATE										
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Maintenance & Operations	\$0.1940	\$0.1879	\$0.1992	\$0.1761	\$0.2025	\$0.1627	\$0.1880	\$0.189749	\$0.184625	\$0.168029
Interest & Sinking	\$0.0707	\$0.0721	\$0.0490	\$0.0552	\$0.0375	\$0.0629	\$0.0376	\$0.037535	\$0.036150	\$0.027794
Total Tax Rate	\$0.2647	\$0.2600	\$0.2482	\$0.2313	\$0.2400	\$0.2256	\$0.2256	\$0.227284	\$0.220775	\$0.195823

PROPERTY TAX RATE HISTORY



Property Tax Rate History

PROPERTY TAX RATE HISTORY	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
CITY OF FREDERICKSBURG	\$0.2319	\$0.2365	\$0.2444	\$0.2647	\$0.2600	\$0.2482	\$0.2313	\$0.2400	\$0.2256	\$0.2256	\$0.227284	\$0.220775	\$0.195823
Gillespie County	\$0.2578	\$0.2621	\$0.2790	\$0.3101	\$0.3805	\$0.3971	\$0.4147	\$0.4342	\$0.3999	\$0.4081	\$0.4125	\$0.4044	\$0.3577
Gillespie WCID	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0002	\$0.0002	\$0.0002	\$0.0002	\$0.0002	\$0.0002	\$0.0002	\$0.0002	\$0.000191
Hill Country UWCD	\$0.0068	\$0.0070	\$0.0072	\$0.0075	\$0.0080	\$0.0085	\$0.0078	\$0.0078	\$0.0071	\$0.0067	\$0.0062	\$0.0062	\$0.0057
Fredericksburg ISD	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.1462	\$1.0762	\$1.0553	\$0.9782
Harper ISD	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$1.0400	\$0.9700	\$0.9453	\$0.8720
Doss CCSD	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9267	\$0.9537	\$0.8720
Stonewall WCID	\$0.2659	\$0.2949	\$0.3152	\$0.3350	\$0.3350	\$0.3633	\$0.3550	\$0.3813	\$0.3767	\$0.3767	\$0.3701	\$0.3701	\$0.3500
In Fredericksburg	\$1.6428	\$1.6519	\$1.6769	\$1.7286	\$1.7949	\$1.8002	\$1.8002	\$1.8284	\$1.7790	\$1.7868	\$1.722384	\$1.686875	\$1.537614
In County, FID	\$1.4109	\$1.4154	\$1.4325	\$1.4639	\$1.5349	\$1.5520	\$1.5689	\$1.5884	\$1.5534	\$1.5612	\$1.4951	\$1.4661	\$1.341791
In County, FID, Stonewall WD	\$1.6768	\$1.7103	\$1.7477	\$1.7989	\$1.8699	\$1.9153	\$1.9239	\$1.9697	\$1.9301	\$1.9379	\$1.8652	\$1.8362	\$1.691791
In HISD	\$1.3047	\$1.3092	\$1.3263	\$1.3577	\$1.4287	\$1.4458	\$1.4627	\$1.4822	\$1.4472	\$1.4550	\$1.3889	\$1.3561	\$1.235591
IN DCCSD	\$1.1914	\$1.1959	\$1.2130	\$1.2444	\$1.3154	\$1.3325	\$1.3494	\$1.3689	\$1.3339	\$1.3417	\$1.3456	\$1.3645	\$1.235591
CITY OF FREDERICKSBURG TAX RATE	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Maintenance & Operations	\$0.1413	\$0.1794	\$0.1917	\$0.1940	\$0.1879	\$0.1992	\$0.1761	\$0.2025	\$0.1627	\$0.1880	\$0.189749	\$0.184625	\$0.168029
Interest & Sinking	\$0.0906	\$0.0571	\$0.0527	\$0.0707	\$0.0721	\$0.0490	\$0.0552	\$0.0375	\$0.0629	\$0.0376	\$0.037535	\$0.036150	\$0.027794
Total Tax Rate	\$0.2319	\$0.2365	\$0.2444	\$0.2647	\$0.2600	\$0.2482	\$0.2313	\$0.2400	\$0.2256	\$0.2256	\$0.227284	\$0.220775	\$0.195823

* City of Fredericksburg's Property Tax Rate is approximately 5.4% of the total tax rate in Gillespie County

How is the City able to keep their tax rate so low compared to other cities?

- Sales taxes contribute a large source of funding of the City's General Fund – large portion of sales taxes funded by visitors
- City departments do not always spend all of their budgets during the year – creates additional fund balance carried over to next fiscal year
- City takes conservative approach to adding new staffing – only 180 employees on City staff to provide quality services 365 days a year

2022 Property Tax Calculation using the NNR Tax Rate

- Your taxes can be calculated as follows:
- $\text{Property Value} \times \text{Tax Rate} / 100$
- A property valued at \$410,979 (average Taxable Home Value)
- $\$410,979 \times \$0.165262 / \$100 = \679.19

Property Tax Calculation

- Calculation for Frozen Homestead Properties
- Made by Tax Assessor/Collector
- Frozen Homestead Values of \$626,755,347
- Frozen Homestead Tax \$925,706

Property Tax Calculation

- Taxes assuming NNR rate of \$0.165262 per \$100
- Excluding Frozen Properties \$4,198,081
- Frozen Homestead Taxes \$925,706
- Total Property Taxes \$5,123,787

2022 Property Tax Rate Comparison

2022 Property Tax Rate Comparison											
Property Value	No New Revenue 0.165262	0.170262	0.175262	0.180262	0.185262	0.190262	0.195262	Last Year's Property Tax Rate 0.195823	Voter Approval 0.221641	Voter Approval vs No New Revenue	Last Year's Property Tax Rate vs No New Revenue
100,000	165.26	170.26	175.26	180.26	185.26	190.26	195.26	195.82	221.64	56.38	30.56
125,000	206.58	212.83	219.08	225.33	231.58	237.83	244.08	244.78	277.05	70.47	38.20
150,000	247.89	255.39	262.89	270.39	277.89	285.39	292.89	293.73	332.46	84.57	45.84
175,000	289.21	297.96	306.71	315.46	324.21	332.96	341.71	342.69	387.87	98.66	53.48
200,000	330.52	340.52	350.52	360.52	370.52	380.52	390.52	391.65	443.28	112.76	61.12
225,000	371.84	383.09	394.34	405.59	416.84	428.09	439.34	440.60	498.69	126.85	68.76
250,000	413.16	425.66	438.16	450.66	463.16	475.66	488.16	489.56	554.10	140.95	76.40
275,000	454.47	468.22	481.97	495.72	509.47	523.22	536.97	538.51	609.51	155.04	84.04
300,000	495.79	510.79	525.79	540.79	555.79	570.79	585.79	587.47	664.92	169.14	91.68
325,000	537.10	553.35	569.60	585.85	602.10	618.35	634.60	636.42	720.33	183.23	99.32
350,000	578.42	595.92	613.42	630.92	648.42	665.92	683.42	685.38	775.74	197.33	106.96
375,000	619.73	638.48	657.23	675.98	694.73	713.48	732.23	734.34	831.15	211.42	114.60
400,000	661.05	681.05	701.05	721.05	741.05	761.05	781.05	783.29	886.56	225.52	122.24
410,979	679.19	699.74	720.29	740.84	761.39	781.94	802.49	804.79	910.90	231.71	125.60
425,000	702.36	723.61	744.86	766.11	787.36	808.61	829.86	832.25	941.97	239.61	129.88
450,000	743.68	766.18	788.68	811.18	833.68	856.18	878.68	881.20	997.38	253.71	137.52
475,000	784.99	808.74	832.49	856.24	879.99	903.74	927.49	930.16	1,052.79	267.80	145.16
500,000	826.31	851.31	876.31	901.31	926.31	951.31	976.31	979.12	1,108.21	281.90	152.81
550,000	908.94	936.44	963.94	991.44	1,018.94	1,046.44	1,073.94	1,077.03	1,219.03	310.08	168.09
600,000	991.57	1,021.57	1,051.57	1,081.57	1,111.57	1,141.57	1,171.57	1,174.94	1,329.85	338.27	183.37
650,000	1,074.20	1,106.70	1,139.20	1,171.70	1,204.20	1,236.70	1,269.20	1,272.85	1,440.67	366.46	198.65
700,000	1,156.83	1,191.83	1,226.83	1,261.83	1,296.83	1,331.83	1,366.83	1,370.76	1,551.49	394.65	213.93
750,000	1,239.47	1,276.97	1,314.47	1,351.97	1,389.47	1,426.97	1,464.47	1,468.67	1,662.31	422.84	229.21
800,000	1,322.10	1,362.10	1,402.10	1,442.10	1,482.10	1,522.10	1,562.10	1,566.58	1,773.13	451.03	244.49
850,000	1,404.73	1,447.23	1,489.73	1,532.23	1,574.73	1,617.23	1,659.73	1,664.50	1,883.95	479.22	259.77
900,000	1,487.36	1,532.36	1,577.36	1,622.36	1,667.36	1,712.36	1,757.36	1,762.41	1,994.77	507.41	275.05
950,000	1,569.99	1,617.49	1,664.99	1,712.49	1,759.99	1,807.49	1,854.99	1,860.32	2,105.59	535.60	290.33
1,000,000	1,652.62	1,702.62	1,752.62	1,802.62	1,852.62	1,902.62	1,952.62	1,958.23	2,216.41	563.79	305.61

* Average Taxable Home Value

Property Tax NNR 2021 vs 2022

Property Value	Property Tax Year	NNR Tax Rate	Property Tax
366,192	2021 average taxable home value	0.195823	717.09
410,979	2022 average taxable home value	0.165262	679.19
			<u>(37.90)</u>

FY 2023 – New Funding for General Fund Services

- Proposed FY 2023 Budget includes new funding for General Fund services including:
 - Broadband Infrastructure 1,113,000
 - Police Vehicles (7) 358,193
 - New Fire Station Architectural Services 100,000
 - Principal payment - Fire 700 Radios 112,463
 - Traffic Counting Equipment 12,000
 - Street Dept Equipment 15,000
 - Sidewalks 100,000

FY 2023 – New Funding for General Fund Services



□ S Llano Shared Use Bridge - Ufer Side	350,550
□ Principal - Asphalt Patch Truck	42,011
□ Principal - Side Delivery Broom	25,477
□ Pioneer Restroom Repairs	30,000
□ Paver Replacement Marktplatz	200,000
□ Tatsch House Tables & Chairs	15,000
□ Floor Cleaner	12,000
□ Workman with Sprayer	84,000
□ Infield Groomer with Broom	51,600

FY 2023 – New Funding for General Fund Services



□ Workman for Marktplatz	15,600
□ Groundsmaster 4000	36,800
□ Groundsmaster 5900	53,200
□ Parks Master Plan	80,000
□ Scoreboards	36,000
□ Update Aerial Photos	<u>11,000</u>
Total General Fund Capital	\$2,853,894

Approve Proposed Tax Rate



- After the Public Hearing on the Proposed Budget, City Council Approves the Proposed Tax Rate. After the Proposed Tax Rate is set, City Council can approve a tax rate that is the same as or less than the proposed tax rate, but not greater than the proposed tax rate.

Next Steps

- If City Council proposes a tax rate greater than the NNR – No-New-Revenue rate, a Public Hearing will be scheduled Wednesday, September 14, at the Golf Course at 1:00 PM (if CC approves changing from 6:00 PM)
- September 19, 2022 – Council Adopts Budget and Tax Rate Ordinances at the LEC at 6:00 PM)

Conclusion



- Adopting the budget and the property tax rate are two of the most important actions a city must take.
- Thank you for your input

Good afternoon, and thanks for the opportunity to speak.

If the city is in such dire financial straits that we must accept ARPA funds with unknown and undiscernible, long-term consequences, our duty and obligation is to eliminate all expenditures that are not absolutely essential.

Instead, council priorities include pickleball courts, scoreboards in parks, and broadband (none of which are inherently governmental functions).

The #1 priority should be to return all ARPA funds. The #2 priority should be to keep ad valorem taxes as low as possible.

Every line in the budget should be scrutinized to see the year-on-year increase between FY22 and FY23. Fortunately, a citizen developed an Excel spreadsheet that shows that data. An increase to accommodate inflation makes sense, as does an increase to accommodate promises made to employees in the salary study last year.

But the city continued to function during FY22, so the baseline for '23 should be what was spent in '22 + inflation.

Instead, 290 budget lines increased by more than that;

- 179 by more than 25%;
- 92 by more than 50%;
- 69 by more than 75%;
- 59 by more than 100%; and
- 18 by 200% or more.

If we are in such dire financial straits that we must keep ARPA funds, why are budget lines going up that much? Comparing proposed cuts (-\$8.1M) with increases (+\$21.7M), you plan to spend \$13.5M more next year.

General Property Maintenance increases by an unimaginable 234%. \$150K is for city hall security and \$35K is for painting the exterior of city hall. If we are in such dire financial straits that we must take the risks associated with ARPA funds, why the increases? General Property Maintenance should not rise by more than the rate of inflation.

In fact, set the maximum amount for the budget increases at what was spent in '22 + inflation. Evaluate & prioritize all proposed increases above that amount – by budget line in each department – and determine what CUTS are needed elsewhere to offset the most important increases. That's what we must do with our budgets.

Krista Wareham briefed that in the first half of this year, net revenues (after increased expenses for inflation) were \$2.096M **more** than what was projected. Net revenues probably increased that much in the second half of this year, and will be similar in FY23. All those unanticipated (extra) net revenues should be set aside in a separate line to pay back the \$2.869M in ARPA funds that have been spent, obligated, or are still being processed. Once ARPA funds are returned and we acknowledge we are no longer in dire financial straits, the balance of those extra revenues can be applied to city council's top priorities – *if they are inherently governmental functions* – as far as they will go without increasing ad valorem taxes.


(703) 477-4131

August 22, 2022

Why is the city budgeting for hobbies?

The city doesn't fund the Golden Hub, Needs Council, Grace Center, Good Samaritan Center, or Food Pantry – because those are not inherently governmental functions. Foundations, grants, and donations from families like mine and yours fund them.

City money doesn't pay for a riding stable, polo club, shooting range, Fredericksburg Theater, or bocce ball courts.

Nor does the city subsidize facilities for – poker players, knitters, potters, gardeners, musicians, amateur actors, hunters, fishermen, cyclists, chefs, or book clubs – because NONE of these are inherently governmental functions.

Yet the city is subsidizing golfers, tennis players, and potentially pickle ball players by planning to transfer more than \$141K from the General Fund to the Golf Course – even though only a modest number of Fredericksburg citizens plays golf as a hobby. That cost doesn't include the \$15,000 to spend to replace a utility vehicle used to clean up the golf course. Golf courses in this region are sustainable business propositions. Lady Bird Johnson golf course should be privatized.

The city budget indicates a plan to spend \$1.5M on resurfacing the tennis courts and putting in pickle ball courts. Such popular sports can be funded with public-private partnerships (like the basketball courts, skate park, splash pad, and the observation area at the airport) – the city provided the land and local groups (Kiwanis, Rotary, or individuals) paid the cost.

Fredericksburg does not manage hotels & motels – so why are we paying for one of the 10 RV parks in town for those traveling in an RV or wintering over here? Money that travelers spend in the city for food, entertainment, gas, still benefits the city. New, high-end RV parks are popping up on the roads into town. The city is competing with private business. The RV park can be sustained in a public-private partnership if we lease the land. Why is paying \$41,000 for the RV park gate and fencing an inherently governmental function? Why is paying \$290,000 for replacing the restrooms at the RV park an inherently governmental function? We don't pay for either of those at any private RV parks – why at Lady Bird Johnson RV Park? If we didn't run this, we wouldn't pay.

If we are in *such dire financial circumstances that we are forced to accept ARPA funds*, clearly the city should NOT be paying nearly \$2M to fund hobbies enjoyed by a small portion of the city's residents and tourists.

55% of American households GARDEN as a hobby; there are 101.6 million HUNTERS, 60 million POKER players, 53 million KNITTERS, and 52 million FISHERMEN.

Statistically, those hobbies are enjoyed by 2 to 5 times as many Americans as the number whose hobby is GOLF or TENNIS [*25.1 million and 21 million*]. How can you justify spending city money to support facilities for SOME hobbies but not others?

Remove these projected expenditures from the FY23 budget. Put that money toward repaying the ARPA funds and keeping property taxes at the No New Revenue rate.

Gardening – 55% of American households

Hunting – 101.6 million Americans

Poker – 60 million Americans

Knitting – 53 million Americans

Fishing – 52 million Americans

Golf – 25.1 million Americans

Tennis – 21 million Americans

With Respect

Carol Hammesser

City Resident



CITY COUNCIL MEMO

DATE: September 6, 2022

TO: Mayor and City Council

FROM: Garret Bonn – Interim Director of Development Services/City Engineer

SUBJECT: Public Hearing Regarding a Voluntary Annexation Request for 9.37 Acres of Land Located at 211 Mariposa Drive

Summary:

The applicant, Mark Pavlicek, has requested voluntary annexation of approximately 9.37 acres of land to construct a multifamily residential development located at 211 Mariposa Drive within the City's Extra Territorial Jurisdiction (ETJ). The subject tract is located immediately adjacent to the south side of Heritage Hill Country Subdivision.

The requested zoning of the property is Planned Unit Development (PUD). As documented in the attached Development Executive Summary, provided by the developer, the development is to feature a courtyard style layout with 249 one to three bedroom units and the PUD zoning is being requested to allow for modification of the City's density requirements. The Future Land Use Plan calls this area as Rural, which is defined as an area for very low residential use.

Ingress and egress to the site will be via two proposed driveways off of Mariposa Drive. An emergency access drive is also currently proposed off of Sunday Circle, a private roadway, which will require approval of the Mariposa HOA. Mariposa Drive is referenced on the City's Thoroughfare Master Plan (attached) as a collector roadway and is shown to extend between US 87 South and US 290 East. As part of the proposed development, a Traffic Impact Analysis would be required, and the developer would be responsible for any improvements or alterations that are required by TxDOT or the City to address any negative impacts created by the proposed development.

If annexation is approved, the development would be required to extend utilities, as required, to serve the property and also extend utilities to adjacent landowners as part of the platting/subdivision process. The applicant is currently working with City staff to finalize a drainage and utility plan for the area and the Planning and Zoning Commission will be holding a public hearing and considering the land use and zoning for the tract at their September 7th meeting. Their recommendations relating to the land use and zoning change will be presented to the Council for consideration on September 19th, along with a possible annexation ordinance and agreement.

The City of Fredericksburg

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

Recommendation:

Public Hearing only - No action required at this time.

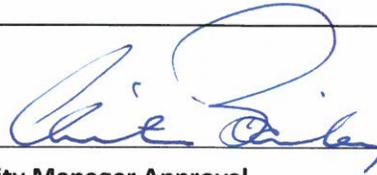
Attachments: Zoning Map, Future Land Use Map, Location Map, Annexation Schedule, Development Executive Summary (provided by developer), Throughfare Plan



Department Approval

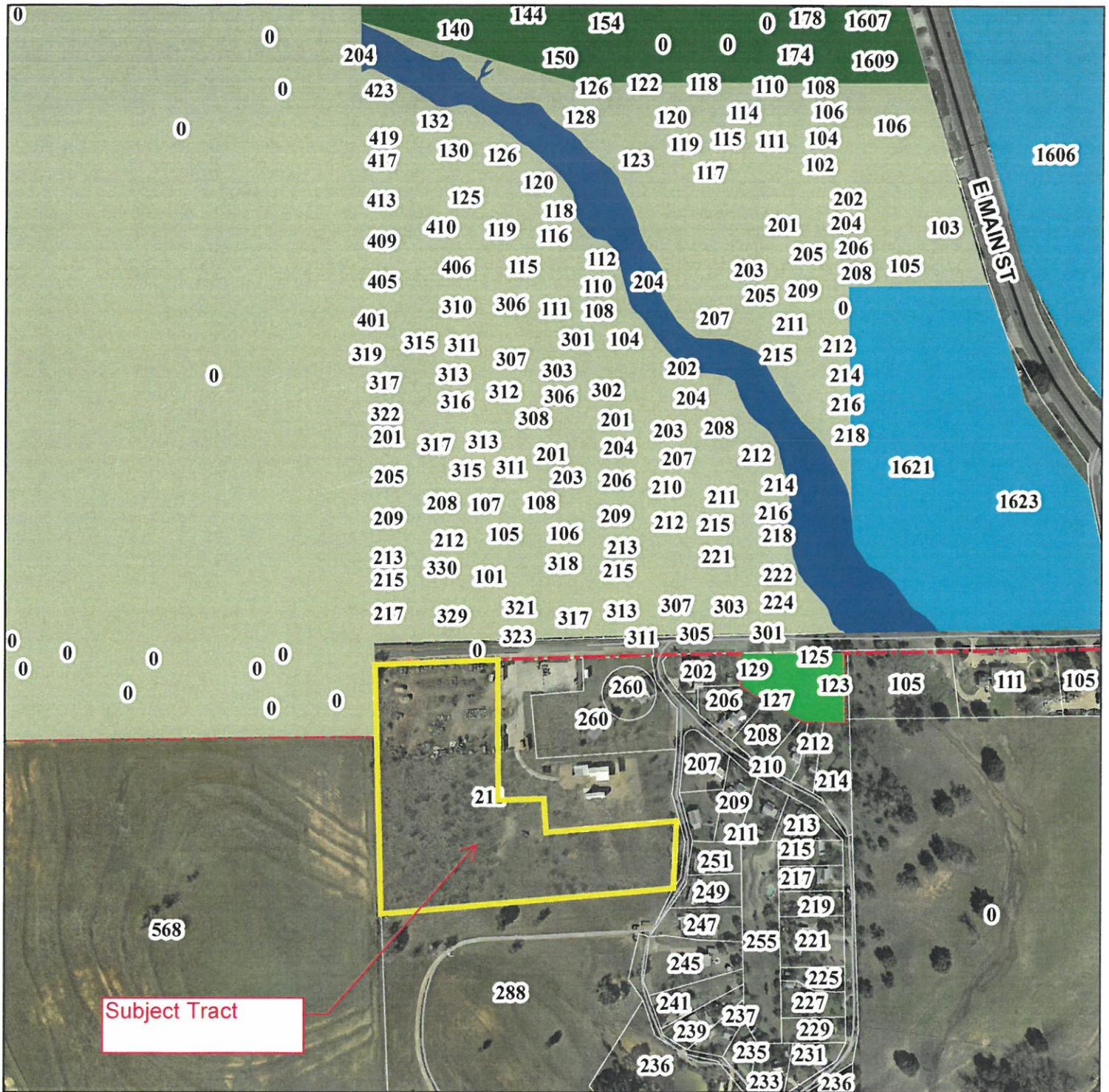


City Attorney Approval



City Manager Approval

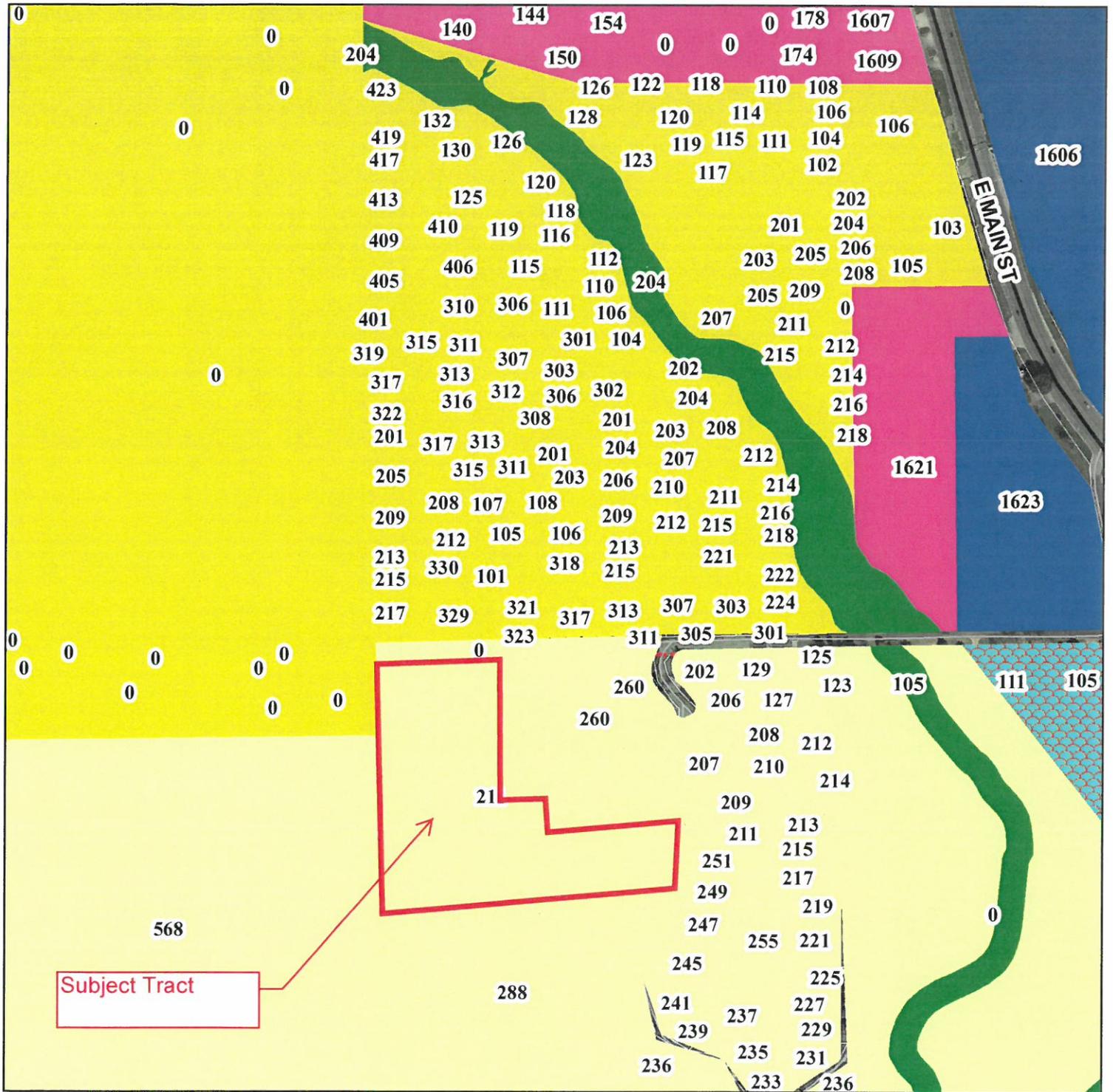
The City of Fredericksburg



1 inch = 400 feet

FIGURE 1
Zoning Map

Zoning		LEGEND	
ZONED		■ PF - Public Facilities	GCAD Parcels
■ C1 - Neighborhood Commercial	■ PUD - Planned Unit Development	■ R1 - Single Family Residential	
■ C1.5 - Medium Commercial	■ R1A - Single Family Residential - Small Lot	■ R2 - Mixed Residential	
■ C2 - Commercial	■ R3 - Multi-Family Residential	■ R4 - Manufactured Home Residential	
■ CBD - Central Business District	■ R5 - Patio Home Residential	■ City Limit Boundary	
■ M1 - Light Manufacturing	■ 1-Mile ETJ Boundary		
■ M2 - Medium Manufacturing			
■ M3 - Industrial Park			
■ OS - Open Space			



1 inch = 400 feet

FIGURE 2
Land Use Map

- | | | |
|------------------------------------|----------------------------|--------------|
| Landuse | LEGEND | GCAD Parcels |
| Downtown Central Business District | High Density Residential | |
| Uptown Central Business District | Industrial | |
| Commercial Center | Low Density Residential | |
| Commercial | Medium Density Residential | |
| Employment Center | Mixed Use Corridor | |
| FUTURE ROW | Parks & Open Space | |
| | Public / Semi-Public | |
| | Rural | |
| | City Limit Boundary | |
| | 1-Mile ETJ Boundary | |



1 inch = 1,000 feet

FIGURE 3
Location Map

LEGEND

- City Limit Boundary
- 1-Mile ETJ Boundary
- GCAD Parcels

Annexation Schedule

AUG 17 – Last day to publish newspaper notice for SEPT 7th P&Z public hearing on zoning and land use change, also include notice for the related SEPT 19th Council public hearing on same zoning and land use change

AUG 17-24 – mail written notice of annexation to school district and public entities (see LGC Sec. 43.905 and 43.9051 for content that must be included in notice)

AUG 24 – mandatory date to publish notice in newspaper for SEPT 6th City Council public hearing on annexation (must be published in newspaper on this date exactly), notice must also be posted on City website at same time – all notices should include map showing new ETJ area impacted and ETJ statement explaining impact on property owners

AUG 26- last day to mail 200' notices related to the zoning/land use change

AUG 26 – target date to have annexation agreement finalized for SEPT 6th council consideration

SEPT 6 – City Council meeting – hold public hearing on annexation, and consider approval of annexation agreement

SEPT 7 – P&Z meeting to hold public hearing and make recommendation to Council on zoning and land use change (also maybe consider prelim plat, if needed?)

SEPT 19 – Council meeting to hold public hearing on zoning and land use change, and Council to adopt annexation ordinance and zoning/land use ordinance

PDV Mariposa Development

August 3rd, 2022

- PDV Group ("PDV") is thankful for the potential opportunity to bring much needed housing to Fredericksburg
- In addition to significant financial capital investment, PDV will bring a unique blend of:
 - Development and construction expertise and track record
 - Real estate savvy
 - Compassion for community
 - Local family roots in Fredericksburg
- PDV is proposing a 249-unit planned use development at a site in the ETJ that is a strong candidate for annexation
- In addition to annexation, we would seek some a slight unit mix modification to the current R3 zoning

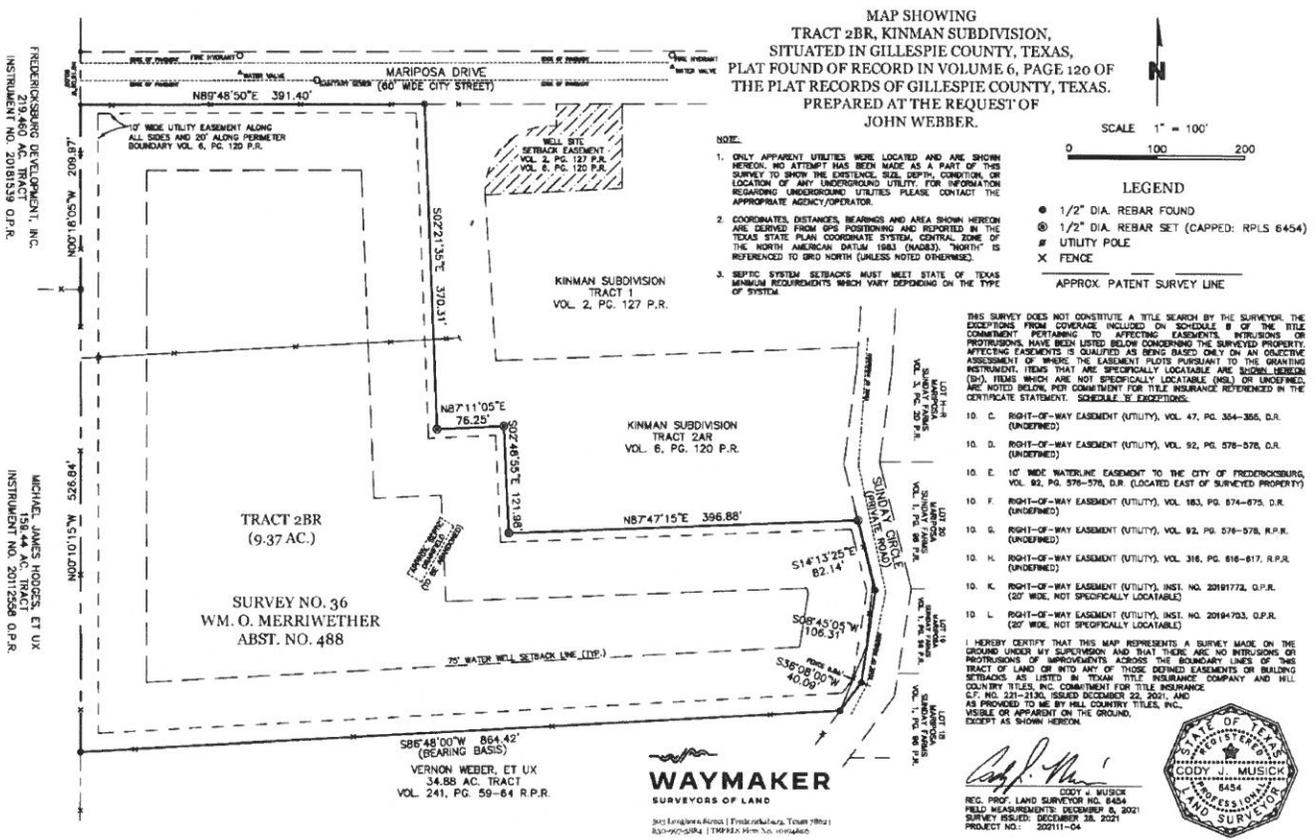
Executive Summary

- The 9.37 acre site was purchased in December of 2021
- PDV has added several Texas firms creating a very formidable and experienced development team
 - B&A Architects (San Antonio) - Design and architectural services
 - Janna Cormier (Austin) – Development Consultant
 - Banks Law Firm (Houston) - Real estate law firm led by widely respected attorney, Tony Jackson
 - NRP Construction (San Antonio) - Best-in-class multifamily construction at a national scale
- Conceptual Site Plan and initial financing discussions

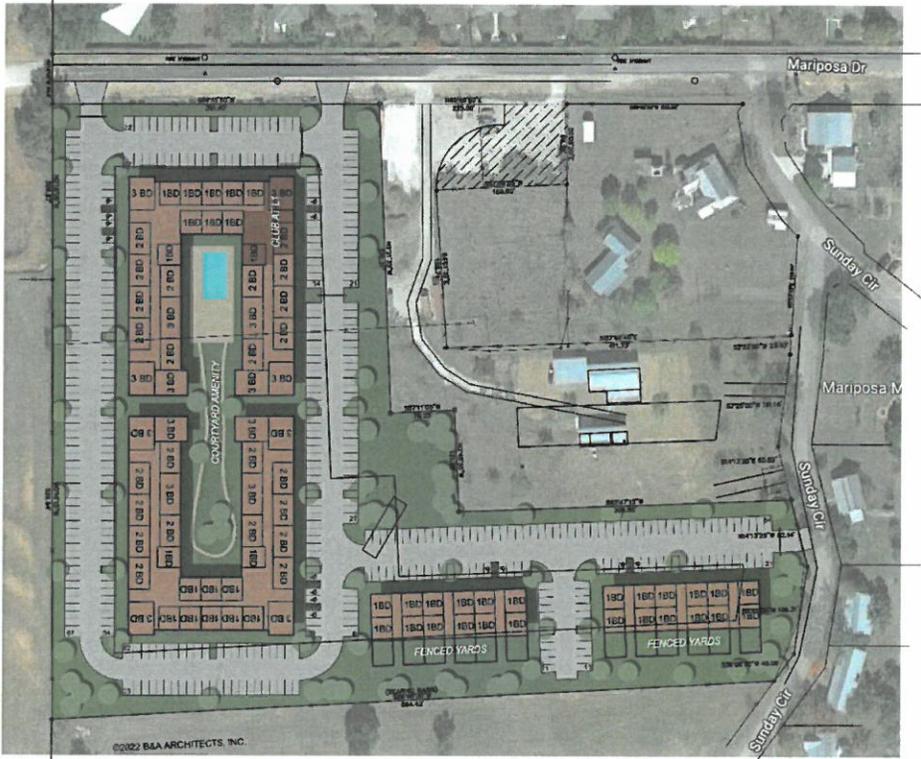
Progress to Date

- We are proposing a courtyard style layout formed by two three story buildings for much of the site, with two additional stand-alone buildings making use of the narrow arm to the east.
- We would like a minor modification to current unit mix guidelines
 - The ETJ's MF zoning has specific square footage formula by unit type that we would like to modify to be more in line with the market we are accommodating and project's financing needs.
 - Current R3 zoning would allow 255 studios. We would like a mix of 249 1-3 bedrooms as that is consistent with the needs of the city
 - We would still meet all the other zoning specifications including max impervious coverage, max building coverage, and parking.

Zoning, Land Use and Annexation application



Site Information



1 Conceptual Site Layout
 1"=100'-0"



MARIPOSA APARTMENTS - FREDERICKSBURG, TX
 DRAFT CONCEPT SITE PLAN

Conceptual Site Plan

Mark Pavlicek (PDV Group)

- 30 years plus in Real Estate and encompassing approximately 150 buildings and 5000+ Units of Affordable, Market Rate and Workforce Housing
- Most recent experience as Director of Construction & Design with Property Resources Corporation (PRC). His responsibilities cover a broad range of construction management and design tasks including cost estimating, scope of work preparation, bid negotiation, project scheduling, value engineering, consulting relationships, architectural review and both on-site and off-site day-to-day management of affordable housing construction projects both from the ground up and rehabilitation of existing structures. Supervised over \$550 million of construction work
- Licensed Site Safety Supervisor, NYC Construction Superintendent and a US DEP Lead Renovation Safety Inspector.
- Significant experience with Federal, State and City Agencies including HUD, NYC HPD, NYC DDC, NYCHA, and FEMA
- B.A., Marist College
- Strong familial ties to Fredericksburg

Project Sponsors

Jimmy Delengos (PDV Group)

- Seasoned Real estate investor and construction professional
- Recently developed a mixed-use workforce housing project in Bronx, NY utilizing city capital subsidies and Federal Low-Income Housing Tax Credits (LIHTC)
- Owned and operated A.A.D. Construction Corp., a new York based construction company which has renovated over 3,000 low income and affordable housing units for numerous private developers, non-for-profit community groups and entrepreneurs
- Worked closely with various a myriad of state and city agencies and financing programs
- Experience with multifamily residential, hospitals, religious institutions, public libraries and manufacturing plants

Project Sponsors

Woody Victor (PDV Group)

- Real estate and private equity investment professional with over 25 years of financial and operating experience in complex corporate and entrepreneurial settings
- Mr. Victor has arranged equity, debt and public financing for several large scale residential and mixed-use developments
- Most recently served as Principal at Capalino overseeing real estate and housing development.
- Prior to Capalino, VP of Real Estate Development at a leading nonprofit in the South Bronx
- Past Executive positions at Viacom, Accenture, Old Mutual
- Owned and operated consulting firm serving clients in finance, real estate, and media
- Columbia Business School, MBA in Finance; Brown University, Bachelors of Science in Electrical Engineering
- Board of Directors, Comunilife and local community development organization

Project Sponsors



B&A Architects, Inc. is a multi-discipline Architecture firm with a broad base of experience, offering services that include Programming, Planning, Architecture, and Interior Architecture & Design. B&A's corporate office in San Antonio, Texas and was founded in 1980 a Brendler and Associates. The principals have a combined history of over 50 years of service to San Antonio and the Southwest Region of the United States.

B&A has developed programs for many multi-housing product types in the public/private sector. B&A has the experience of multi-family residential design you're searching for, accounting for over 60 million square feet and \$6 billion of estimated construction. Having the ability to work with clients and define the scope of work necessary for a projects success requires an understanding of the development philosophy as well as the specialty services required by the client. This is evidenced by the successful completion of a vast array of multi-housing projects for many repeat clients over the years through many economic cycles.

B&A Architects

Figure 10
City of Fredericksburg, Texas
Comprehensive Plan

Future Thoroughfare Plan

-  Major Arterial
-  Future Major Arterial
-  Civic Streets
-  Collector
-  Future Collector
-  Outer Loop Alternate 6
-  Outer Loop Alternate 9
-  Southwest Hill Country Dr.
-  Future Hard Surface Trail
-  Alternate Trail

-  Historic District
-  Steep Slopes
-  100-Year Floodplain
-  Major Destinations
-  Other Destinations
-  City Limits
-  ETJ
-  Creeks

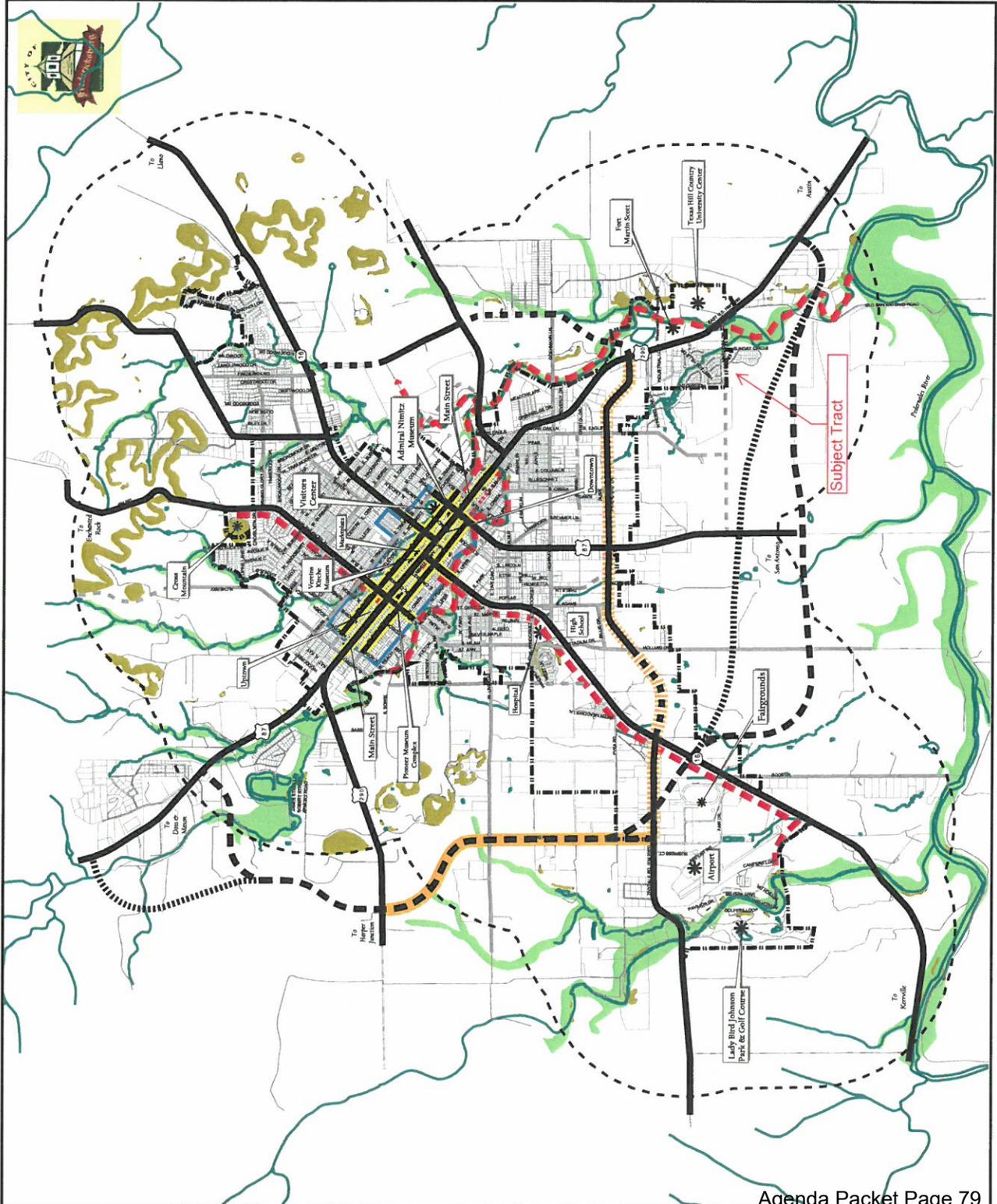


Adopted:
January 23, 2006

3000 0 3000 6000 Feet

Dunkin Sefko & Associates, Inc.
Urban Planning Consultants Dallas, Texas

Strategic Community Solutions





CITY COUNCIL MEMO

DATE: September 6, 2022

TO: Mayor and City Council

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

SUBJECT: Electric Utility Rate Increase

Summary:

The attached ordinance includes an increase in the electric utility rates that were discussed during the FY2023 budget.

Recommendation:

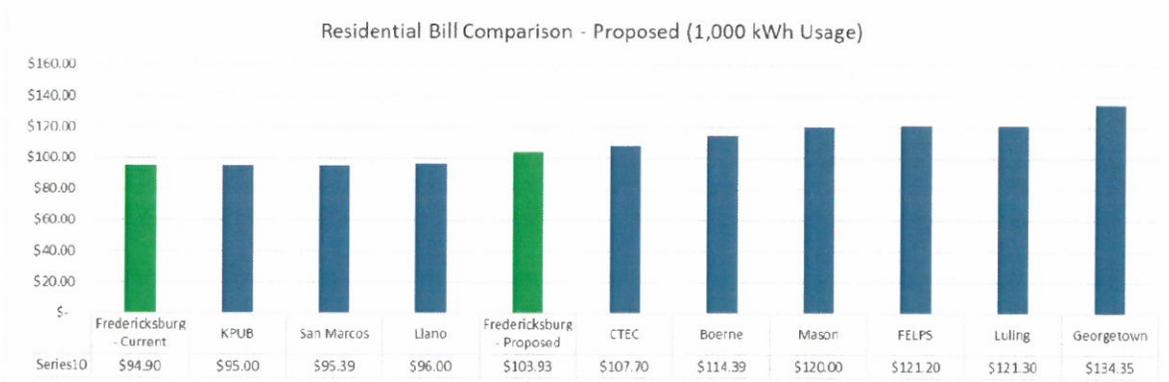
It is recommended that the City Council approve the attached ordinance establishing the electric utility rate increase with an effective date of October 1, 2022 (start of the FY2023).

Background / Analysis:

The City hired Schneider Engineering to complete an electric rate study in preparation of the fiscal year 2023 budget. The rate study evaluated the operation, maintenance and capital expenses relative to the Electric Department revenues. The rate study determined that an electric utility rate increase is necessary to cover the increase in electric utility expenses, including material and capital projects.

The electric rate study compared the City's existing and proposed rates for an average residential electric customer that uses approximately 1,000kWh per month with surrounding municipalities and electric coops. The comparison is shown in the graph below. As shown in the graph, the proposed City electric rate is competitive with surrounding electric retail providers.

The City of Fredericksburg



The proposed rate increase will impact the average residential electric customer that uses approximately 1,000 kWh per month by approximately \$10 per month, as shown in the table below.

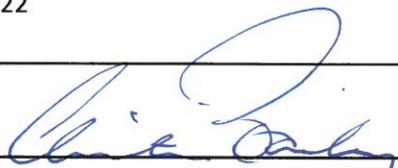
Residential Bill Impacts		
Avg kWh Usage	1,000	
	Current	Proposed
Customer Charge	\$ 11.36	\$ 15.34
Energy Charge	\$ 0.01442	\$ 0.01947
PCRFB Charge	\$ 0.06912	\$ 0.06912
Total Variable Charges	\$ 0.08354	\$ 0.08859
Bill Total	\$ 94.90	\$ 103.93

Attachments:

Ordinance - Electric Rate Increase effective October 1, 2022



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE 11.702 - ELECTRIC RATES, OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR ELECTRIC SERVICE PROVIDED BY THE CITY.

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

Section 1. That, Article 11.702(a) - *Residential service electric rate: Schedule R. Rate 1*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended as follows:

(4) *Monthly rate.*

Customer charge:	\$11.36 <u>15.34</u> PLUS
Energy charge	
Distribution charge:	\$0.0144 <u>20.0195</u> (all kWh per month)
PCRF:	See subsection (f) of this section (all kWh per month)

{End of code text}

Section 2. That, Article 11.702(b) - *General service nondemand electric rate: Schedule Commercial/Secondary, Rate 2*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended as follows:

(4) *Monthly rate.*

Customer charge:	\$34.11 <u>46.05</u> PLUS
Energy charge	
Distribution:	\$0.01209 <u>40.0163</u> (All kWh per month)
PCRF:	See subsection (f) of this section (all kWh per month)

Section 3. That, Article 11.702(c) - *Large power electric/large secondary rate: Schedule LP, Rate 3*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended as follows:

(4) *Monthly rate.*

Customer charge:	\$1,364.32 <u>1,841.83</u> PLUS
Energy charge:	
Distribution:	\$0.00923 <u>0.0125</u>
PCRF:	See subsection (f) of this section (all kWh per month)

{End of code text}

Section 4. That, Article 11.702(d) - *Security lighting electric rate: Schedule SL*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended as follows:

(4) *Monthly rate.*

Customer Charge:	
175 Watts or smaller	\$9.66 <u>10.58</u>
175 Watts and less than 400 Watts	\$22.73 <u>24.89</u>
Over 400 Watts	\$28.14 <u>30.81</u>

{End of code text}

Section 5. That, Article 11.702(e) - *Street lighting electric rate: Schedule STL*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended as follows:

(4) *Monthly rate.*

Energy charge:	
Distribution:	\$0.004668 <u>0.0630</u> (All kWh per month)
PCRF:	See subsection (f) of this section (all kWh per month)

{End of code text}

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 1st day of October, 2022.

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

Jeryl Hoover, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: September 6, 2022

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

SUBJECT: Convention and Visitor Bureau Board of Director Appointments

Summary:

The City Council is required to confirm the Convention and Visitor Bureau (CVB) Board of Director appointments.

Recommendation:

It is recommended that the Council approve the Resolution confirming the appointments.

Background / Analysis:

There are five CVB appointments that are requesting to be reappointed and one member to be appointed to fill a vacancy.

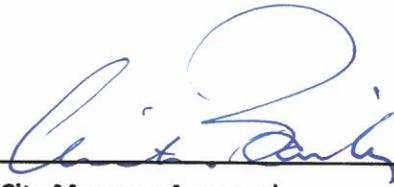
Attachments:

Resolution
List of CVB Board of Directors
Introduction of Kathrine Graham

The City of Fredericksburg



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

RESOLUTION 2022-18R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, APPOINTING PERSONS TO SERVE ON THE FREDERICKSBURG CONVENTION & VISITOR BUREAU BOARD OF DIRECTORS.

WHEREAS, the Fredericksburg Convention & Visitor Bureau Board of Directors will have one or more vacancies, due to resignation of current board members and/or the expiration of current board members' terms; and

WHEREAS, the Fredericksburg Convention & Visitor Bureau Board of Directors has nominated persons for consideration by the City Council to be appointed to said Board.

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

Section 1. The City Council hereby appoints persons as board members of the Fredericksburg Convention & Visitor Bureau Board of Directors, as follows:

Name	Term expires
Katelyn Eames	September 30, 2025
Kelly Criddle	September 30, 2025
Jessica Mittel	September 30, 2025
Mary Ann Turbeville	September 30, 2025
Matthew Pipkin	September 30, 2025
Katherine Graham	September 30, 2024

Section 2. *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 3. *Effective Date.* This Resolution shall be effective upon its passage.

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

Jeryl Hoover, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, CMC
City Secretary

FREDERICKSBURG CONVENTION & VISITOR BUREAU BOARD MEMBERS

<u>Name</u>	<u>Current Terms</u>	<u>Appointment/ Reappointment</u>
Doug Cochran, Chair <i>Enchanted Rock State Natural Area</i>	9/30/2023	
John Dubea, Vice Chair <i>Clear River Ice Cream & Bakery</i>	9/30/2023	
Katelyn Duecker Eames, Secretary <i>Allied Ag / Burg's Corner</i>	9/30/2022	
Kelly Criddle, Treasurer <i>Hill Country Titles</i>	9/30/2022	
Jessica Mittel <i>Gastehaus Schmidt</i>	9/30/2022	
Mary Ann Turbeville <i>Hill Country Outfitters</i>	9/30/2022	
Matthew Pipkin (v 6/20/2022) <i>Albert Hotel</i>	9/30/2022	
Karen Stevenson <i>National Museum of the Pacific War</i>	9/30/2023	
Abby McCulloch Mund, CMP <i>AM Planning</i>	9/30/2024	

FREDERICKSBURG CONVENTION & VISITOR BUREAU BOARD MEMBERS

Linda Goldsmith
Luckenbach Texas

9/30/2024

Donnie Schuch (County Rep)
County Commissioner Pct. 4

determined by
County Commissioners Court

Sharon Joseph (City Rep)
City Councilmember

determined by
City Council

Appointments and Action

The Fredericksburg Convention and Visitor Board nominates a candidate for a Board position, and the City Council confirms that appointment.

The Fredericksburg CVB is requesting that you confirm the following reappointments to a three-term expiring on September 30, 2025:

- Katelyn Eames – Allied Ag/Burg’s Corner
- Kelly Criddle – AM Planning/ Fuse Steel & Wood Originals
- Jessica Mittel – Gastehaus Schmidt
- Mary Ann Turbeville – Hill Country Outfitters
- Matthew Pipkin- Pipkin and Company/Albert Hotel

The CVB is also requesting the City Council to confirm the appointment of Katherine Graham – co-owner of Liebeskind children’s clothing on East Main to fill a vacancy. This appointment would be a two-year appointment and expire on September 30, 2024

Katherine Graham is an owner of Liebeskind Children's Boutique, a children's store specializing in traditional clothing, accessories, and toys, located in the heart of Fredericksburg, TX. She manages the store's inventory, website, and social media marketing, bringing nostalgic children's styles and traditions to locals and visitors alike.

Prior to opening Liebeskind, Katherine taught High School English and ESL for 16 years, most recently at Tivy High School in Kerrville.

Through teaching and local store ownership, Katherine has furthered her passion toward creating happy and healthy families and communities.

She lives in Fredericksburg with her husband, Jaysun, and her children, Eliana and Ezra. They attend Bethany Lutheran Church, and are active supporters of the church's children's programs. She spends her free time crafting, baking, and spending time outside with her family and pets.



CITY COUNCIL MEMO

DATE: August 15, 2022

TO: Mayor and City Council

FROM: Eric Whiting, IT Director

SUBJECT: Broadband Project – Approval of Phase 2 Construction Contract

Summary:

A request for qualifications was issued by the City for Broadband infrastructure design, installation, and maintenance & operations in December of 2021. In March of 2022, a Multi Service agreement was awarded to a consortium of consultants and contractors to carry out and complete Phase 1 of the broadband project. Phase 1 (engineering and design) has now been completed and the City of Fredericksburg is ready to move forward with Phase 2 (construction).

Recommendation:

City staff recommends approval of a contract for completion of Phase 2 (construction) of the Broadband Project in the amount of \$ 1,051,843.00.

Background / Analysis:

In January of 2021, the City Council requested City staff research broadband options to increase the capability and reliability for our community. In February of 2021, the EDC and Chamber of Commerce formed a broadband committee and asked the City to join the conversation. After 4 months of collecting data and meeting with stakeholders, the Committee came up with the following list of issues and ideas:

- Poor internet connectivity
- Lack of internet connectivity

The City of Fredericksburg

- Future growth of services from local businesses and internet service providers
- Local business needs
- Future economic growth from a technology standpoint.

The primary reason there has not been a private entity attempting to build out such an infrastructure is the crowded electrical poles that the City owns and maintains. The space allocated for telecommunication lines on the poles is full of 30+ year old cabling owned by telephone companies that is still in use today. Because the City owns the poles, there is an area above the telecommunication lines that only the City has access to to allow for the installation of new fiber.

The Broadband Committee involved key players to develop a realistic plan to increase our footprint with fiber in the City of Fredericksburg and address many of the issues that were identified. We had taken into consideration all the major requests and developed a 25+ mile infrastructure that will overlay a large portion of the town and be installed in the neutral area of the City's electric poles. In addition to providing improved service for the City, County, FISD, and hospital, the network will be over-built to allow the additional unused fiber to be available on the open market for lease.

Attachments:

- Broadband RFQ
- Executed Master Service Agreement
- Phase 2 Construction Proposal/Contract



Department Approval



City Manager Approval

The City of Fredericksburg

City of Fredericksburg Phase 2 Construction of the Dark Fiber Network



Item #	Description	Estimated Quantity	Unit	Unit Price	Total
UNDERGROUND - BURIED					
1	Directional Bore (2) 2"	10,300	LF		\$ -
2	Install Muletape in New Conduit	20,600	FT		\$ -
3	Bore Rock Adder	10,300	LF		\$ -
4	Install #12 AWG Insulated Tracer Wire	10,300	LF		\$ -
5	Install 3.5" Dia PVC Round Marker Posts with Orange Dome Top with Test Station	10	EA		\$ -
6	Installation, Underground Fiber Cable - Including Slack (All other fiber)	12,650	LF		\$ -
7	Installation, Large Vault 30" x 48"	10	EA		\$ -
UNDERGROUND - BURIED LABOR TOTAL					\$ -

AERIAL -STRAND/LASH					
8	Bond Strand/Guy to pole ground + materials	625	EA	\$ 10.00	\$ 6,250.00
9	Install Strand for OHG	1,500	FT	\$ 0.80	\$ 1,200.00
10	Install Pole Riser Guards	-	EA	\$ 50.00	\$ -
11	Install Down Guy & Anchors	28	EA	\$ 100.00	\$ 2,800.00
12	Pole Transfer / Make Ready (Straight Through)	200	EA		\$ -
13	Pole Transfer / Make Ready (Dead-end)	150	EA		\$ -
14	Pole Transfer / Make Ready (Double Dead-end)	100	EA		\$ -
15		-			\$ -
16		-			\$ -
AERIAL -STRAND/LASH LABOR TOTAL					\$ 10,250.00

AERIAL - ADSS					
17	Install Fiber (ADSS)	111,000	FT	\$ 1.30	\$ 144,300.00
18	Pole attachment hardware (H bracket)	18	EA	\$ 104.00	\$ 1,872.00
19	Pole attachment hardware (Dead-end)	266	EA	\$ 104.00	\$ 27,664.00
20	Pole attachment hardware (Tangent)	328	EA	\$ 104.00	\$ 34,112.00
21	Install U-guard for pole mounted enclosure	18	EA	\$ 50.00	\$ 900.00
22		-			\$ -
23		-			\$ -
24		-			\$ -
AERIAL - ADSS LABOR TOTAL					\$ 208,848.00

SPLICING					
25	Install New Splice Case & Prep Cable	21	EA	\$ 350.00	\$ 7,350.00
26	Ground Splice Case + Materials	21	EA	\$ 20.00	\$ 420.00
27	Splicing, Fusion, Single Fiber	5,760	EA	\$ 23.00	\$ 132,480.00
28	Splicing Fusion, Single fiber Pigtail at panel	864	EA	\$ 23.00	\$ 19,872.00
29	Testing, OTDR, Bi-Directional, Power Meter Testing	6,624	EA	\$ 7.00	\$ 46,368.00
30	Testing existing cables Bi-Directional	288	EA	\$ 18.00	\$ 5,184.00
31	Document existing splicing	20	EA	\$ 250.00	\$ 5,000.00
32	Reel testing	1,296	EA	\$ 7.00	\$ 9,072.00
33		-			\$ -
34		-			\$ -
35		-			\$ -
SPLICING LABOR TOTAL					\$ 225,746.00

PATCH PANELS AND CABINETS					
36	Install Pole mounted Cabinet	18	EA	\$ 550.00	\$ 9,900.00
37	Prep and Place FDP in Data Center	3	EA	\$ 350.00	\$ 1,050.00
38	Install equipment rack, ladder rack, rack and ladder rack grounding and support materials in the Data Center	1	EA	\$ 2,500.00	\$ 2,500.00
39		-			\$ -
40		-			\$ -
41		-			\$ -
PATCH PANELS AND CABINETS LABOR TOTAL					\$ 13,450.00

GENERAL					
42	Data Center Building Entry	2	EA	\$ 1,500.00	\$ 3,000.00
43	Install brackets to secure ADSS fiber to building	2	EA	\$ 450.00	\$ 900.00
44	Engineering and design Phase 2	1		\$ 65,250.00	\$ 65,250.00
45	Food and Lodging	1		\$ 28,500.00	\$ 28,500.00
46	Project Management	1		\$ 15,000.00	\$ 15,000.00
47	Contingency	1		\$ 50,000.00	\$ 50,000.00
48		-			\$ -
49		-			\$ -
50		-			\$ -
51		-			\$ -
GENERAL LABOR TOTAL					\$ 162,650.00

***	LABOR TOTAL				\$ 620,944.00
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MATERIAL PRICING. All material costs shall include shipping, handling and storage.					
Item #	Description	Estimated Quantity	Unit	Unit Price	Total
FIBER					
52	144 CT Fiber Cable	75,500	FT	\$ 2.14	\$ 161,570.00
53	288 CT Fiber Cable	35,000	FT	\$ 3.42	\$ 119,700.00
54		-			\$ -
55		-			\$ -
56		-			\$ -
FIBER MATERIAL TOTAL					\$ 281,270.00

UNDERGROUND					
57	2" HDPE Roll Conduit, Orange - SDR 11	20,600	FT		\$ -
58	Mule Tape	20,600	FT		\$ -
59	#14 AWG Tracer Wire	10,300	FT		\$ -
60	Large Vault	10	EA		\$ -
61	3.5" Dia PVC Round Locate Posts with Orange "Top Hat",	10	EA		\$ -
62		-			\$ -
63		-			\$ -
64		-			\$ -
UNDERGROUND MATERIAL TOTAL					\$ -

CLOSURES					
65	POSC 450 D Closure	15	EA	\$ 485.00	\$ 7,275.00
66	D Size splice Tray	228	EA	\$ 53.00	\$ 12,084.00
67	Slack Basket for D-Gel Closure	19	EA	\$ 50.00	\$ 950.00
68		-			\$ -
69		-			\$ -
70		-			\$ -
71		-			\$ -
CLOSURES MATERIAL TOTAL					\$ 20,309.00

PATCH PANELS AND CABINETS					
72	144F Pole mounted FDH Colo Cabinet	14	EA	\$ 4,000.00	\$ 56,000.00
73	288 port rack mount panel	3	EA	\$ 3,800.00	\$ 11,400.00
74	equipment rack, ladder rack, rack and ladder rack grounding and support materials	1	EA	\$ 2,500.00	\$ 2,500.00
75	NEMA Enclosures	2	EA	\$ 450.00	\$ 900.00
76		-			\$ -
77		-			\$ -
78		-			\$ -
79		-			\$ -
80		-			\$ -
PATCH PANELS AND CABINETS MATERIAL TOTAL					\$ 70,800.00

AERIAL					
81	Snow Shoes	73	EA	\$ 45.00	\$ 3,285.00
82	U Guard	-	POLE	\$ 75.00	\$ -
83	Anchors	28	EA	\$ 125.00	\$ 3,500.00
84	Guy Marker - Yellow plastic cover for visibility of down guy	28	EA	\$ 25.00	\$ 700.00
85		-			\$ -
86		-			\$ -
87		-			\$ -
AERIAL MATERIAL TOTAL					\$ 7,485.00

AERIAL - STRAND/LASH					
88	Pole Attachment Hardware	29	POLE	\$ 45.00	\$ 1,305.00
89	6M Strand	1,500	FT	\$ 0.32	\$ 480.00
90					
91		-			\$ -
92		-			\$ -
93		-			\$ -
AERIAL - STRAND/LASH MATERIAL TOTAL					\$ 1,785.00

AERIAL - ADSS					
94	Pole attachment hardware	625	EA	\$ 10.00	\$ 6,250.00
95	144ct Formed Wire Deadend Assembly	133	EA	\$ 40.00	\$ 5,320.00
96	288ct Formed Wire Deadend Assembly	133	EA	\$ 40.00	\$ 5,320.00
97	144ct Stackable Tangent	251	EA	\$ 60.00	\$ 15,060.00
98	288ct Stackable Tangent	251	EA	\$ 60.00	\$ 15,060.00
99	Stand-off arms	14	EA	\$ 160.00	\$ 2,240.00
100		-			\$ -
101		-			\$ -
102		-			\$ -
103		-			\$ -
AERIAL - ADSS MATERIAL TOTAL					\$ 49,250.00

***	MATERIAL TOTAL				\$ 430,899.00
***	TOTAL BID				\$ 1,051,843.00

Assumptions and Exclusions:

- 1) Future colocation connections to the proposed network will not be a part of this scope. It is understood that those connections will be made at splice loops provided and will be covered by separate contracts.
- 2) This cost does not include annual maintenance.
- 3) Engineering and design for Phase 2 consist of:
 - Technical consultant support for the City of Fredericksburg contract support.
 - Provide Engineered design drawings for Ufer Data Center building entry and FOC Termination.
 - Provide FOC splicing schematics for new FOC network based on consultation with City of Fredericksburg.
 - Provide final as-built documents for all drawings.
- 4) This revised cost is based solely off utilizing CTEC poles to get out of 10300' of underground construction. if underground is needed additional costs will be added through a change order.



February 25, 2022

Re: Proposal for engineering and permitting services for the City of Fredericksburg Fiber Optic network in Fredericksburg, Texas.

Dear Mr. Whiting,

The Consortium of JC Communications, Plummer, CommScope, GDT, and HCTC is pleased to submit this proposal for providing design, drafting and permitting services for a City of Fredericksburg Fiber Optic network as illustrated in exhibit #1 utilizing JC Communications' MiCTA contract MSA#163AR-FBOS2019-0822

Scope of Work:

This project will include the following tasks as described below:

- High Level Route Design (HLD) of route and poles for up to 90,000 linear feet of fiber optic line as illustrated in exhibit #1.
- KMZ map of proposed route with the following:
 - Aerial and underground sections.
 - Buildings to be served.

The following listing of zones that will be included in the HDD design:

Zone	Footage
1	~16,000'
2	~10,500'
3	~25,000'
4	~5,600'
5	~16,000'
6	~8,100'
7	~2,800'
8	~5,300'

- Fielding
 - The route will be driven after the HLD is prepared and corrections made.
 - Any out of the ordinary items will be identified and noted for consideration during the design phase.



- Engineering Design
- Designs will be made from aerial imagery and GIS data.
- Plan view engineering drawings for the aerial and underground facilities.
- Profile view engineering drawings as required for trenching/boring.
- Typical drawings showing the facility entry and termination points.
- Typical pole attachment drawings for city owned electric utility poles.
- Splicing document matrix based upon city's documented requirements. If no requirement exists, Plummer will use its standard document based upon past projects. Scope of fiber placement and splice locations will include a splice loop for future access at the beginning and end of a run, every 1500', at every major street intersection and at every building listed by the City as needing access now.
- Project Bill of Materials (BOM)
- Right of Way Permitting
- City/State/County as required with associated traffic control plans.
- Railroad Crossings
- Pole Attachment Permitting
- Prepare and submit pole attachment application to Central Texas Electric Cooperative (CTEC). Plummer assumes CFBG has a formal agreement with CTEC in place.
- As-Built drawings in AutoCAD and PDF formats

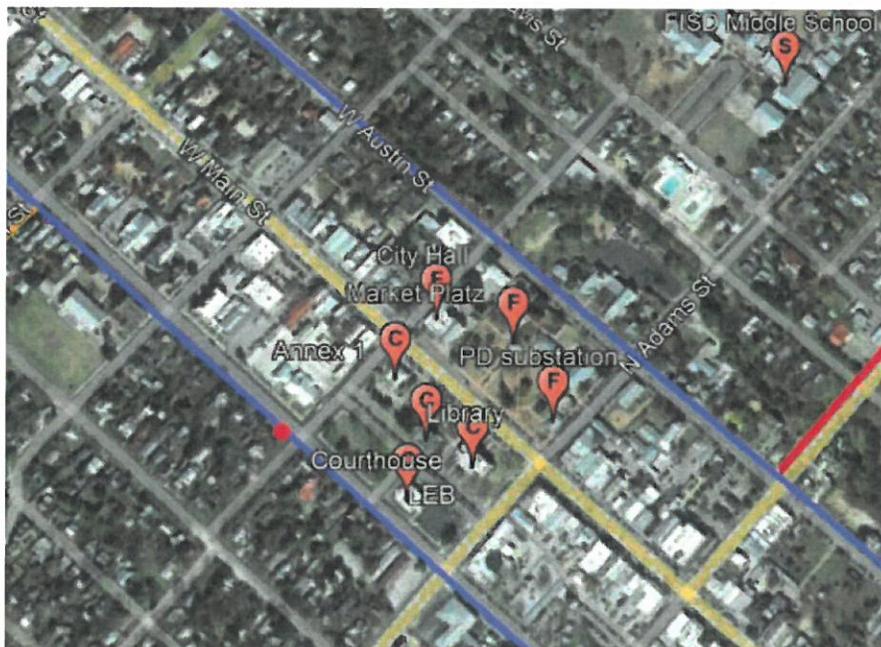
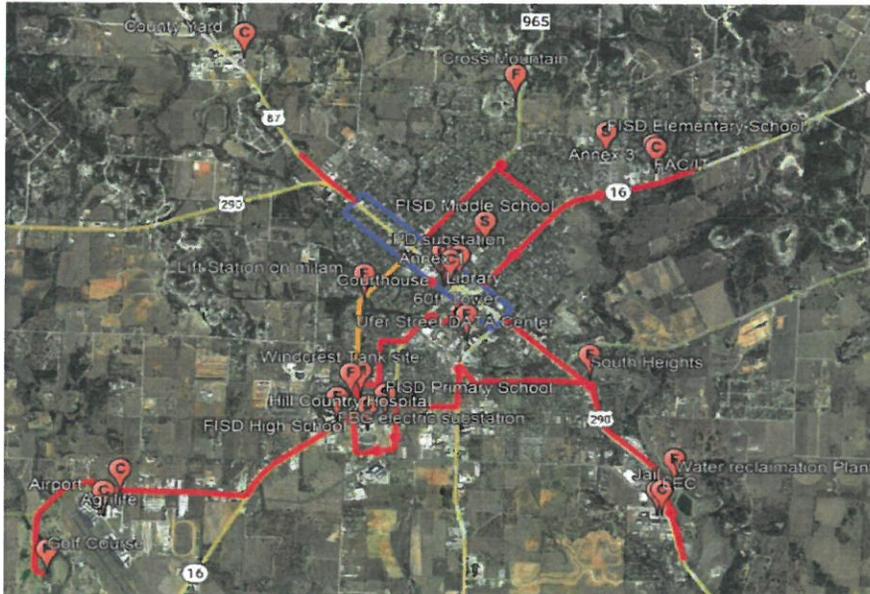
Any items not included in the above scope may require additional engineering fees.

Assumptions and Exclusions:

- 1) Future colocation connections to the proposed network will not be a part of this scope. It is understood that those connections will be made at splice loops provided and will be covered by separate contracts.
- 2) No permit fees are included as the city will be responsible for all fees.
- 3) Price excludes Pole Loading Analysis (PLA) as it is assumed they are not required by the City of Fredericksburg. If other pole owners require PLA's then additional engineering fees will be required.
- 4) Any specialty permits will require additional engineering fees.



Exhibit #1





Basis of Compensation:

The above scope of services associated with this project can be provided for the lump sum amount of **One Hundred Eighty Thousand Nine Hundred Sixty Dollars and 55 Cents (\$180,960.55).**

MiCTA MSA FBOS 2019 contract #: 163AR-FBOS2019-0822

City of Fredericksburg Member ID: MTG-78624-02

If you have any questions regarding the above scope or compensation, please feel free to let us know. If this proposal is acceptable to you, please respond accordingly with a purchase order and a written notice

to proceed. We look forward to working with you on this project.

Sincerely,

The Consortium: JC Communications, Plummer, CommScope, GDT, and HCTC

Doug Wilson

Doug Wilson

Safety/Business Development Manager

Eric Whiting

From: Eric Whiting
Sent: Wednesday, March 2, 2022 8:27 AM
To: Garret Bonn
Subject: Fwd: City of Fredericksburg Fiber Optic Infrastructure Project

Description:	Costs:
Engineering, Permitting and Construction/As-built drawings	\$ 157,375.00
JC Communications Route Fielding	\$ 18,864.00
Micta Administrative fees	\$ 4,721.55
Total:	\$ 180,960.55

Thank you,



PLUMMER

Michael Mitchell

Business Development Manager - Network Solutions

6300 La Calma Drive, Suite 400
Austin, Texas 78752



Master Service Agreement

4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

MASTER SERVICE AGREEMENT APPROVED VENDOR AWARD CONTRACT NUMBER: 163AR-FBOS2019-0822

This Master Service Agreement (“Agreement”) is made by and between JC Communications, (“Seller”) with principal offices located at 13425 Wire Rd, Leander, TX 78641, and MiCTA with principal offices located at 4805 Towne Centre, Suite 100, Saginaw, Michigan 48604.

WHEREAS, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities;

WHEREAS, this agreement is for the benefit of all MiCTA members, entities eligible to become MiCTA members and which do so, and all educational and governmental units which are members (collectively “Members”);

WHEREAS, Seller wishes to provide to Members products and/or services as proposed in Seller’s response to RFP # MT-FBOS 2019;

WHEREAS, MiCTA desires to promote Seller’s products and/or services to Members as an independent authorized agent of Seller pursuant to the terms and conditions set forth herein;

WHEREAS, Seller is awarded Approved status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for MT-FBOS 2019, been judged by MiCTA to be a good **value** for Seller’s service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as identified during the RFP evaluation process;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. **MASTER SERVICE AGREEMENT:**

1.1. Seller agrees to offer to Members meeting credit criteria, products and services as set forth in the Seller’s response to MT-FBOS 2019, attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller’s offer to provide to Members the products and services, as set forth in Seller’s response to the MT-FBOS 2019 set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms and conditions of the Member Participation Agreement, Attachment C, which each MiCTA Member must sign with Seller.

2. **MASTER SERVICE AGREEMENT TERM:**

2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2) years. MiCTA reserves the option to extend this Agreement for up to three (3) additional one-year terms, **subject to the 12-month Proof of Performance, which is described in detail in Attachment D.**

2.2. MiCTA reserves the right to extend the term of this Agreement for up to three (3) additional one-year terms providing the products, service and pricing meet or exceed MiCTA's standards, and Seller has met and continues to meet all the terms and conditions of this Agreement, specifically including without limitation the reporting and administrative fee requirement incorporated in this Agreement from Attachment D.

3. EXCLUSIVE AGREEMENT:

3.1. Seller agrees that this Agreement is for the sole use of all Members. Seller shall not disclose the terms, negotiated pricing and/or benefits provided to Members pursuant to this Agreement to any non-Member.

3.2. Seller agrees that this Agreement supersedes all existing Master Service Agreements containing products and/or services within the scope of MT-FBOS 2019. Nonetheless, any Member Participation Agreements still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their terms until their expiration. Any new Member Participation Agreements would then be under the terms of this Agreement.

4. HIGHLY COMPETITIVE PRICING:

Seller hereby agrees to provide all Members with Highly Competitive Pricing throughout the term of this agreement. "Highly Competitive Pricing" means that Seller will offer all Members its most competitive pricing option that it has made available to similarly situated institutions and/or organizations in comparable markets. This provision extends to all products and services provided by Seller under this Agreement.

5. CREDIT CRITERIA

Seller is not obligated to provide service to a Member that does not satisfy Seller's credit criteria.

6. APPOINTMENT OF SALES REPRESENTATIVE:

MiCTA is hereby appointed an independent sales representative with limited authority to solicit, on behalf of Seller, Members as customers for Seller's products and/or service, subject to the terms of this Agreement.

7. ACCEPTANCE OF INDEPENDENT SALES REPRESENTATIVE APPOINTMENT:

MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Members as customers for Seller's products and/or services, subject to the terms and conditions of this Agreement.

8. RELATIONSHIP OF PARTIES:

8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies and procedures of Seller other than as specifically authorized by this Agreement.

8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership,

employee relationship or franchise between them, and that MiCTA is an independent contractor with respect to the services provided under this Agreement.

8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services covered by this Agreement, and shall otherwise identify itself as an independent entity.

8.4. This Agreement is not intended to and does not create any third-party beneficiaries, other than MiCTA members, to the rights and obligations as set forth herein, nor shall any third-party beneficiaries be interred by operation or otherwise.

9. CONTRACT DOCUMENTS:

The documents that comprise this Agreement are this Agreement and any attachments or addenda, the MT-FBOS 2019, the Seller's response to such RFP and any attachments or addenda. Each Member that purchases service from Seller shall also have a Member Participation Agreement with Seller.

10. RESOLVING CONFLICTING LANGUAGE:

In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP and any attachments or addenda, and third, the MT-FBOS 2019 and any attachment or addenda. Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.

11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:

Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Members regardless of their physical location. In addition, the Account Representative is the responsible contact for reporting to MiCTA on a periodic basis, MiCTA total gross sales revenue, as provided in Attachment D.

Additionally:

11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.

11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Representative, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant or within a reasonable time thereafter.

11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if reasonably requested to do so by MiCTA.

12. MARKETING AND SALES AIDS:

12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing plan provided by the Seller.

12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or services.

12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.

12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.

13. LOGO AND NAMES:

The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products and/or services covered by this Agreement with the written permission of the other party.

14. FORCE MAJEURE:

Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either Party from canceling or terminating the Contract, or any order for any product or service included herein, as otherwise permitted hereunder, regardless of any Force Majeure.

15. LIVING DOCUMENT:

The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add products and services to Attachment A of this Agreement as mutually agreed in writing from time to time. Seller and MICTA will confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the possible addition of new Seller product/service offerings to this Agreement. Should MICTA and Seller reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this Agreement by written amendment.

16. MICTA PRICING AND PRICE ADJUSTMENTS:

16.1 Seller hereby authorizes the price structure, as designated in seller's response to MT-FBOS 2019, and as attached as Attachments A & B, to be offered to all Members.

16.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the country.

17. PRICING REVIEW DATES:

Seller's approved vendor status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for products/services will be released to Members no later than one (1) week after contract execution. MiCTA reserves the right to review and renegotiate the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.

18. INVOICE TERMS:

Seller will provide monthly invoices directly to Members for products and services provided under this Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and services being provided.

Seller agrees to provide Members Net 30-Days invoice terms, unless otherwise agreed with the Member.

19. MEMBER'S EXISTING PARTICIPATION AGREEMENTS:

Members who have existing unexpired Member Participation Agreements for the same or similar products and services will be entitled to (1) continue under the existing Member Participation Agreement, or (2) immediately renew with Seller under the terms of this Agreement, or (3) Member and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement.

20. CODES, PERMITS, FEES, LICENSES:

Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of Telecommunications Equipment and Services as released by the Federal Communications Commission, September 9, 1999, effective March 1, 2000, when applicable. Seller shall also be responsible for those fees for codes, permits and licenses related to the products and services identified under this Agreement.

21. ORDINANCES AND REGULATIONS:

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

22. COMPLIANCE WITH LAW:

Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required for its performance under this Agreement.

23. GOVERNING LAW:

The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction, performance and enforcement thereof. Any Member Participation Agreement entered into by Seller and individual Members will be governed by and construed in accordance with the laws of the state in which service is provided to a Member.

24. NO WAIVER:

No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

25. **SEVERABILITY:**

No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.

26. **BINDING EFFECT AND ASSIGNMENT:**

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. Neither Party may not assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent of the other Party. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent to a wholly owned subsidiary so long as the services provided to Members are unaffected.

27. **CANCELLATION/TERMINATION:**

27.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has been cured within thirty (30) days after delivery of such notice. See also Attachment D – Proof of Performance during first twelve (12) months of this Agreement except for payment for work, materials, or services already performed or provided, and for materials that were specially ordered for Member.

27.2 Members shall be responsible for all sums due and owed the seller for products or services provided under this Agreement.

28. **SURVIVORSHIP OF PROVISIONS:**

All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment, and (iii) MiCTA Commission and Audit Functions, as defined in this Agreement.

29. **NOTICES:**

29.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and properly given on the earlier of:

29.1.1 Date such notice has been received; or

29.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to Seller at:

JC Communications
13425 Wire Rd
Leander, TX 78641

or at such addresses as seller may designate, in writing, from time to time, or, to MiCTA addressed as follows:

MiCTA
Tim von Hoff, CEO
4805 Towne Centre
Suite 100
Saginaw, Michigan 48604

or at such address as MiCTA may designate, in writing, from time to time.

30. **HEADINGS:**

The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

31. **IMPLEMENTATION DATES:**

Seller's Approved status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations as soon as practicable after the Effective Date of this Agreement

32. **ENTIRE AGREEMENT:**

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

33. **CONTRACT EXECUTION:**

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR: **MICTA**

FOR: **JC Communications**



Timothy von Hoff
CEO
Date: 08/30/2019



Heather Chamberlain
Authorized Signature
Date: 08/30/2019

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING

AS SUBMITTED IN YOUR PROPOSAL, THIS SECTION WILL BE POSTED ON YOUR MICTA WEB PAGES.

JC Communications has responded to the Technical Requirements of the MT-FBOS 2019 RFP as instructed. JC Communications has bid on the following services, as referenced in the response.

- Section 6 – Wide Area Fiber Build-Out Services
- Section 8 – Structured Cabling



4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT B – SELLERS MICTA PROGRAM PRICING

**AS SUBMITTED IN YOUR PROPOSAL, THIS SECTION WILL BE POSTED ON YOUR
MiCTA WEB PAGES.**

MASTER SERVICE AGREEMENT

CONTRACT NUMBER: 163AR-FBOS2019-0822

Appendix C – Sample Member Participation Agreement:

Members, purchasing products and services made available under the Master Service Agreement, must enter into an individual Member Participation Agreement. The Participation Agreement is the written agreement between Seller and Member to provide products, services, and/or support at the prices offered and awarded under MT-FBOS 2019 and the Master Service Agreement. The Member Participation Agreement will further define additional purchasing terms and conditions required by a Member's organization. These Participation Agreements may include any or all of the following terms and conditions as well as any additional terms and conditions required by the Member's state or institutional purchasing requirements.

C.1 Appropriated Funding:

Members purchasing products, services, and/or support awarded under MT-FBOS 2019 may be subject to yearly appropriated funding. Therefore, Member reserves the right to cancel multi-term agreements whenever funds are not appropriated, or otherwise made available to support continuation or performance in any fiscal year succeeding the first. Member recognizes that this does not affect either the Member's rights or the Seller's rights under any termination clause in the Agreement.

C.2 Member Project Schedule:

Members and Seller will negotiate a schedule for providing required integration services, product delivery, product testing, system acceptance, payment requirements, etc. prior to Member placing an order and Seller's acceptance of the order. The agreed upon schedules will be made in writing, and become attached to and made part of the final Member Participation Agreement.

C.3 Member Governing Laws:

Member Participation Agreements shall be governed by and construed in accordance with the laws of the state in which the Member organization resides, excluding any conflict of law provisions. Any litigation with respect thereto shall be brought in the courts of the Member's state. Seller providing products, services and support under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

C.4 Financial Stability:

Seller will acknowledge that MiCTA Members rely on Seller's financial statements, including those filed with the Securities and Exchange Commission, as a measure of Seller's financial strength and ability as an on-going business concern to fulfill its obligations under any resulting Agreement. By filing SEC Certification Reports or making other representations of its own financial stability, Seller affirms that, to the best of its knowledge in all material respects, it has accurately reported its financial affairs. If it is determined that Seller has failed to 1) conduct its financial reporting activities in compliance with generally accepted accounting principles or 2) comply with applicable Federal security laws and regulations, and there is a material deterioration of Seller's financial viability as an on-going business concern, Member's Participation Agreements may be terminated, or the obligations thereunder reduced or eliminated.

In the event that there is a material change in the financial condition of the Seller, including without limitation, a default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded, bond rating classified as “junk” bond status or lower, assignment of receivables, or a voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of any kind, the Term of any Member Participation Agreement shall revert automatically to month-to-month for all purposes under the Agreement. Any Member commitments shall be automatically considered to have been satisfied for the Agreement and rates, and discounts shall continue as they are at the time of the events except for payment of work, materials, or services already preformed or provided, and for materials that were specifically ordered for Member.

C.5 Copyright Requirements:

Seller represents and warrants that it is the lawful owner or licensee of any products/services licensed or sold to Members, developed by either the Seller or Manufacturer, has all rights necessary to provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services made available under the Master Service Agreement and Member Participation Agreement.

C.6 Indemnification:

Subject to the other limitations set forth in this agreement, Seller shall indemnify, defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and expenses, incurred in connection with any action or proceeding brought against the Member, to the extent that such losses, liabilities, damages, costs and expenses are due to the negligence of Seller, and provided that the Member used the products and services as intended by Seller and any product manufacturer.

C.7 Alternate Product Sourcing:

Member and Seller shall work in good faith to secure products, services and/or support from other MiCTA contract holders whenever it is in the best interest of the Member. Member will be responsible for notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation services, must:

C.7.1 Indicate any potential effects the change may create in the overall project.

C.7.2 Be willing to integrate these products and services into the Member’s project at a cost to be negotiated between Member and Seller at a cost to be negotiated between the Member and Seller

C.8 Liquidated Damages:

Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to Seller’s products or services failing to perform as specified in the Master Service Agreement and Member Participation Agreement. Seller will be responsible for:

C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for significant downtime experienced during the term of the Agreement.

C.8.2 Member shall have the right to liquidate such damages by taking a bill credit.

C.9 Insurance Requirements:

Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all activities performed on Member’s site in connection with the products and services covered by the agreements. Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance evidencing coverage, and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during

the term of Member's Participation Agreement. Coverage should minimally include the following:

- C.9.1 Workers Compensation Insurance
 - C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage
 - C.9.3 Services / Products / Completed Operations Aggregate
 - C.9.4 Vehicle Insurance for vehicles and other motorized or specialized equipment used in the performance of this agreement.
- C.10 Workmanship Warranty:
Seller is required to provide for a workmanship warranty of not less than one-year from the date of the Member's final system acceptance. The final system acceptance will be determined by a "sign-off" as negotiated by the Member in the Member Project Schedule. Seller will be responsible for all costs for labor, field service, and pick-up and delivery related to repairs or corrections during the warranty period. Warranty will be provided to Members at no additional cost.
- C.11 Member Invoice:
Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown of all products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days invoice terms.
- C.12 Freight Terms:
Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide Freight Terms as defined below.
- C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination-: Member's Receiving Dock, ground transportation, within the Continental U.S.A, at no additional cost to the Member.
 - C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping costs be invoiced "Prepay and Add", prior to accepting a Member's Participation Agreement.
 - C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside the Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.
- C.13 Hardware/Software Compatibility:
Seller and/or its subcontractors providing hardware or software products to Members agree to address hardware / software compatibility issues with both the Member that minimally include the following:
- C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member compatibility and/or interoperability issues between project hardware, peripheral equipment or software provided by the Seller.
 - C.13.2 Seller shall provide networking equipment configurations that meet or exceed all applicable industry standards, and are interoperable with all other Member system components.
 - C.13.3 Seller is responsible for providing an evaluation/analysis or survey of Member's existing systems (including any required software) prior to ordering and installing equipment, and make Member aware of any/all known interoperability and compatibility issues that must be addressed.

C.13.4 Seller agrees to notify the Member entering into a participation agreement of any additional electronic premise equipment that is required to interface to the hardware or software being provided.

C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a result of any additions or modifications to the products and/or services not performed by the Seller, or resulting from the Member's use of the products and/or services in conjunction with the Member's other software and/or systems which have not been reviewed and approved by the Seller prior to order and installation.

C.14 Termination Right:

Seller agrees to initiate a project with a MiCTA Member within seven (7) business days from receipt of the Member Participation Agreement by Seller. Seller agrees that Members shall have the right to terminate the Participation Agreement with cause at any time.

C.15 Title and Risk Allocation:

Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation Agreement, for any products or services that require licensure for use.

C.16 Seller Hardware/Software Warranty:

Seller and/or its subcontractors, providing hardware/software to Members, agrees to provide a Seller's Hardware/Software Warranty that minimally includes the following:

C.16.1 Seller assumes responsibility for issues and/or concerns arising in setup, installation, and general system testing when a subcontractor is utilized to complete this process.

C.16.2 Seller warrants the infrastructure operation and capacity based on the system specifications and design.

C.16.3 Seller's warranty will commence upon the Effective Date of each Participation Agreement, and will be provided at no additional cost to the Member, other than those costs as agreed.

C.16.4 Seller warrants that all products and services provided under this Agreement to Members conform to all RFP requirements and all representations contained in the Seller's RFP response, presentation, and/or and technical demonstration.

C.16.5 Seller guarantees that the use of non-certified installation and/or service technicians will not void any manufacturer's product warranty. If the use of non-certified installers will void a manufacturer's warranty, Seller agrees to use only certified installers for the product installation.

C.16.6 Seller agrees that all warranty service provided under this Agreement to Members shall be performed by manufacturer trained, certified, and authorized technicians.

C.16.7 Seller agrees to act as the sole point of contact for warranty service for warranted equipment provided for use with this project.

C.16.8 Seller warrants it will pass through to Members any and all warranties obtained or available from the original equipment manufacturer (OEM) only, including any replacement, upgrades, or additional equipment warranties.

C.16.9 Seller agrees that any shipment received damaged or “dead on arrival” (DOA) will be immediately replaced with new equipment via priority shipping by the Seller.

C.16.10 Seller agrees that damaged or DOA shipments will be issued an RMA and freight Call Tag, and returned either at the Seller’s or manufacturer’s expense.

C.17 Compliance With Law:

Seller and its subcontractors shall, at their own expense, operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required by the states in which they conduct business.

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT D – ADMINISTRATIVE FEES DUE MICTA

D.1 Administrative Fee/Restrictions:

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA an administrative fee of not less than 3% of the Eligible Net Revenue (as defined below) generated from any MiCTA account. For purposes of this Agreement:

- D.1.1. *MiCTA Account* shall mean a Member that purchases Seller's products or services under this Agreement and the Member Participation Agreement with Seller.
- D.1.2. *Eligible Net Revenue* means all revenue received from MiCTA Members, but shall not include: (i) any revenues received by Seller for goods and services that are not within the scope of MT-FBOS 2019; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by Seller's tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by Seller.
- D.1.3. The only administrative fees, fees or compensation due MiCTA under this Agreement shall be those administrative fees payable on all MiCTA Accounts pursuant to Member Participation Agreements for products and services within the scope of MT-FBOS 2019.
- D.1.4. Administrative fees are to be paid monthly beginning sixty (60) days after the billing date starting with the first full month's billing by Seller of a Member, and administrative fee payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, Seller is only required to pay administrative fees on the actual "Eligible Net Revenues" received from a Member. Notwithstanding the above, in the event that administrative fees due MICTA total less than \$50.00 for any given payment period, Seller shall have the right to withhold payment of such administrative fees until the total reaches \$50.00, and then Seller shall pay to MiCTA such aggregated administrative fees in the next payment period.
- D.1.6. Seller shall be responsible for payment of all pending MiCTA administrative fees due from sales revenues generated by this Agreement up through the actual date of termination.
- D.1.7. MiCTA does not guarantee a minimum sales volume or estimated sales volume for this Agreement.
- D.1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of administrative fee payments hereunder.

D.2. REQUIRED SALES/ADMINISTRATIVE FEE REPORTS:

Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members. The report must minimally, for each Member taking service, include the customer name, contact name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date. A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-end close. **Reports are due even if no sales are made during the period, so that the Seller certifies that no sales were made to MiCTA Members.**

Reports should be sent to:

MiCTA
Josie Enriquez
Josie.Enriquez@mictatech.org
4805 Towne Centre
Suite 100
Saginaw, MI 48604

Sales/Administrative Fee Reporting Process:

- D.2.1. Reports must include a list of **all** purchases by MiCTA Members from the Seller.
- D.2.2. Seller will be required to submit an Annual Report of all MiCTA Member purchases within 30-days of the Seller's fiscal year close.
- D.2.3. Any failure to file reports of Member sales, or no sales as the case may be, is a breach of this Agreement.
- D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.
- D.2.5. Seller agrees to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.
- D.2.6. Seller agrees to pay all administrative fees due on all unreported Eligible Net Revenue with MiCTA Accounts revealed during an audit, plus 20% of such unpaid fees as a penalty.
- D.2.7. MiCTA will repay any over-paid administrative fees disclosed during an audit and such repayment may be an offset against future administrative fees.

D.3 Proof of Performance – First Twelve (12) Months

D.3.1 Notwithstanding any other provision of this Master Service Agreement, Seller agrees that during the first twelve (12) months of this agreement Seller will demonstrate significant efforts to make sales to MiCTA Members, implement a plan to market Seller's products or services to the MiCTA Members, promptly file the required sales reports pursuant to D.2, even if no sales were made during the period, and pay all commissions due pursuant to D.1. If no sales are made within 12 months from the date of signing the MSA, MiCTA has the right to and will terminate the MSA, unless the vendor can demonstrate to MiCTA's satisfaction that significant efforts have been made to market the vendor's MiCTA approved products and services to MiCTA members.



Amendment No.1 to the Telecommunications Master Agreement

WHEREAS **JC Communications** and **MiCTA** desire to modify the terms of Contract No. **163AR-FBOS2019-0822** – Telecommunications Master Agreement, attached hereto as Exhibit A with an Effective Date of August 30, 2019 (the “Agreement”), as modified by the terms and conditions of this Amendment No. 1 (“Amendment”);

NOW, THEREFORE, **JC Communications** and **MiCTA** agree to modify the Agreement as follows:

1. Conflicts, Use of Terms, Headings. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control. Where applicable, the defined terms in the Agreement shall have the same meaning in this Amendment.

2. Modification of the Terms and Conditions of the Agreement.

The Parties hereby agree to: As JC Communications has Structured Cabling, Services and Components in their response to MiCTA's 2019 FBOS RFP, JC Communications would like to list specific components in their Master Service Agreement as specified in the item description and pricing attached effective November 26, 2019 and as agreed on by the Parties.

3. No Other Modifications. Except as provided above, the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on this 26th day of November, 2019.

1. Attachment A – Product Line and Pricing

The agreement shall be amended to reflect an amended product line per the products provided in the said agreement Contract No. **163AR-FBOS2019-0822** Telecommunications Master Agreement Master Agreement per the product line and pricing as detailed in the attached spreadsheet.

MiCTA

JC Communications

Timothy von Hoff, CEO

Date 12/6/19

Heather Chamberlain, Owner President

Date 11/26/19



CITY COUNCIL MEMO

DATE: September 6, 2022
TO: Mayor and City Council
FROM: Clinton Bailey, City Manager
SUBJECT: Convention and Visitor Bureau Budget

Summary:

The City Council is required to approve the Convention and Visitor Bureau (CVB) Budget on an annual basis.

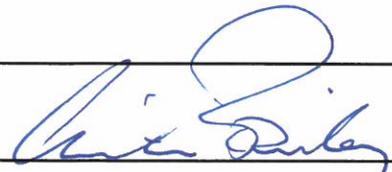
Recommendation:

It is recommended that the Council approve the FY 2023 CVB Budget.

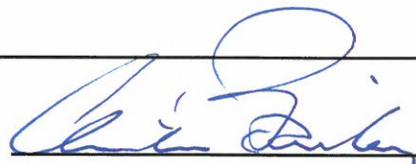
Background / Analysis:

The proposed CVB Budget was provided to the City Council under separate cover.

Attachments:



Department Approval



City Manager Approval

The City of Fredericksburg



City Attorney Approval

CVB Budget

The City of Fredericksburg

Future Agenda Worksheet
September 14, 2022 – December 5, 2022

	CITY COUNCIL MEETING DATES & FUTURE AGENDA ITEMS	ACTION	PRESENTER
	Wednesday, September 14, 2022 (Special Meeting) – 1 p.m.at Cardinal Room		
	Tax Rate	Public Hearing	Laura
	Monday, September 19, 2022 (Regular Meeting)		
1	September 6, 2022, Regular Meeting Minutes	Consent	Shelley
2	August 22, 2022, Workshop Meeting Minutes	Consent	Shelley
3	Adoption of FY2023 Budget	Ordinance	Laura
4	Adoption of I&S and M&O/Tax Rate	Ordinance	Laura
5	Land Use Change and Zoning Change 611 and 613 E. Austin and 106 & 108 N Columbus (Z-2219)	Public Hearing & Ordinances	Garret
6	Conditional Use Permit 206 N. Milam (Z-2218)	Public Hearing & Approval	Garret
7	Conditional Use Permit 513 S Adams Street (Z-2217)	Public Hearing & Approval	Garret
8	PDV Mariposa – Voluntary Annexation (Z-2214)	Ordinance	Garret
9	PDV Mariposa – Establish Land Use and Zoning (Z-2215)	Public Hearing & Ordinances	Garret
10	Market Square Improvement Bids	Approval	Andrea
11	Municipal Court lease	Approval	Shelley B
12	Tx Ranger Sub. Contract	Executive Session	Daniel
13	CVB Lease Agreement	Approval	Clinton
14	Active Shooter State Grant	Resolution	Brian
	Monday, October 3, 2022 (Regular Meeting)		
1	September 19, 2022, Regular Meeting Minutes	Consent	Shelley
	Monday, October 17, 2022 (Regular Meeting)		
1	October 3, 2022, Regular Meeting Minutes	Consent	Shelley
	Monday, November 7, 2022 (Regular Meeting)		
1	October 17, 2022, Regular Meeting Minutes	Consent	Shelley

Future Agenda Worksheet
September 14, 2022 – December 5, 2022

	Monday, November 21, 2022 (Regular Meeting)		
1	November 7, 2022, Regular Meeting Minutes	Consent	Shelley
	Monday, December 5, 2022 (Regular Meeting		
1	November 21, 2022, Regular Meeting Minutes	Consent	Shelley
	FUTURE AGENDA ITEMS		
1	Lady Bird Johnson Golf Course Lease	Approval	Clinton
2	Capital Improvement Fund in General Fund (postponed from 5-16-2022)	Resolution	Laura
3	Naming rights for Market Square	Approval	Andrea
4	Boards and Commissions (EDC, CVB, 2 BOA vacancies, & Market Square Redevelopment vacancy)	Appoint	Shelley
5	Mass event rentals at Market Square	Discussion	City Council
6			