

AGENDA
FRITCH CITY COUNCIL PUBLIC HEARING AND REGULAR SESSION
TUESDAY, FEBRUARY 15, 2022
CITY ANNEX BUILDING 509 W. BROADWAY FRITCH, TEXAS
6:00 PM

All agenda items are subject to action. The City Council reserves the right to adjourn into Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Page

- 1. Call to Order Public Hearing. Welcome Citizens and Visitors.**
- 2. Pledge of Allegiance and Invocation.**
- 3. Open forum - Comments/Concerns from Citizens regarding Specific Use Permit.**

Individual citizen comments are normally limited to five (5) minutes (time limits can be adjusted by the Mayor). The purpose of this item is to allow citizens an opportunity to address the City Council regarding any topic not on the agenda. By State law, the City Council is not allowed to respond to comments and questions asked of them by an open forum speaker. Any response by a member of the City Council must be limited to referring the matter to staff, a statement of specific factual information/ recitation of existing policy, or a proposal to place the subject on a future agenda for a future City Council meeting.

- 4. Call to Order Public Hearing.**
- 5. Public Hearing concerning Specific Use Permit.**
- 6. Adjourn Public Hearing.**
- 7. Call to Order Regular Session.**
- 8. Open forum - Comments/Concerns from Citizens.**

Individual citizen comments are normally limited to five (5) minutes (time limits can be adjusted by the Mayor). The purpose of this item is to allow citizens an opportunity to address the City Council regarding any topic not on the agenda. By State law, the City Council is not allowed to respond to comments and questions asked of them by an open forum speaker. Any response by a member of the City Council must be limited to referring the matter to staff, a statement of specific factual information/ recitation of existing policy, or a proposal to place the subject on a future agenda for a future City Council meeting.

Council meeting.

9. Consent Items:

This section shall provide for items that require action by the council, but where little or no discussion is anticipated. By a single motion, second and affirmative majority vote, items under this section are approved without further discussion or action. Any council member desiring more discussion on an item may request an item be withdrawn for separate discussion and action.

Consent Action

- 9.1. Approve minutes of the following meeting: 01/18/2022.

10. City Staff & Affiliated Entities Reports

[EDC Report.pdf](#)  E.D.C. Report – President Kim Lindley and/or Director Suzanne Bellsnyder 4

- Financial Report
- Business Activities
- EDC Committees


[City Secretary Report](#)  - Christina Athey 5


- Financial Updates (Budget reports, Bank, Fund Balance, Debt Service, etc.)


[City Manager Report](#)  - Drew Brassfield 6 - 7

- Updates on Activities within City Departments
- Updates on On-going Projects

11. New business:


- 11.1. Discussion and possible action regarding [Resolution 2022-1](#)  Ordering an Election. 8 - 9

- 11.2. Discussion and possible action regarding [Resolution 2022-2](#)  Joint Election. 10

- 11.3. Discussion and possible action regarding [Specific Use Permit application](#)  from Ronnie Burkhammer. 11 - 14

- 11.4. Discussion regarding potential sale of City-owned property at 222 Cozart.

11.5. Discussion regarding volunteer group operating Lake Meredith Aquatic and Wildlife Museum.

11.6. Discussion regarding [proposed agreement](#)  with AW Broadband to lease space on the City of Fritch water tower.

15 - 19

12. Mayoral/council member announcements.

13. Future agenda items.

14. Adjournment.

Persons who plan to attend this public meeting and who may require auxiliary aid or services are requested contact Christina Athey, City Secretary at (806) 857-3143 within 48 business hours of the scheduled meeting date. Reasonable accommodations will be made to assist your needs.

The City Council may vote and/or act upon each of the items listed on this agenda.

This is to certify that I Christina Athey, City Secretary, posted this agenda on the front window of City Hall on the ____ day of _____ 2021 at _____ -- Posted in accordance with the Texas Government Code, Chapter 551.

By: _____
Christina Athey, City
Secretary

By: _____
Witness

Removed from posting:

Date: _____ Time: _____

FRITCH EDC February's 2022 Report to City Council

Financial Report

January's Sales Tax Revenue for the EDC was \$4044.03. The value of the EDC's TexPool account was \$177,531.03. The ANBank checking account balance was \$24,755.79.

Business Activity

The board also held an annual review with Smoke Rings Craft BBQ and considered the Full-Time Employee Incentive Credit as per their contract. The board found they met the requirement for one (1) full time employee and credited their loan with \$2000.00 as per their contract.

The board held an annual review with Cook's Feed Shack and considered the Full-Time Employee Incentive Credit as per their contract. The board found they met the requirement for one (1) full time employee and credited their loan with \$2000.00 as per their contract.

The board received an application with a grant request for the purpose of constructing and developing a 10,500 sq ft Family Dollar/Dollar Tree Store on Broadway in Fritch, Texas. The board voted to extend to them a "non-binding letter of intent to provide financial support" with the understanding that if accepted, it would be contingent upon City Council approval.

Consultant:

The board renewed the contract with Suzanne Bellsnyder for consulting services until December 31, 2022 with additional training workshops for the board each month.

Board Member Opening

The EDC board still has an opening for a board member. We are taking applications to fill this vacancy on the board.

Secretary Report

02/15/2022 – Council Meeting

- **Sales Tax Report** – For January 2022 there was an 2.03% increase in sales tax revenue compared to this period of 20-21 Fiscal Year. January was up 3.46% compared to December.
- **Utility Revenue Report** – The month of January showed a decrease of 2.74% compared to this period of 20-21 Fiscal Year. January was up 1.16% compared to December.
- **Fund Balance Report** – I have adjusted the amount reported on fund balance from Unrestricted Funds to Cash and Cash Equivalent Funds. This is a more conservative amount to budget with and spend. This difference between these two types of fund balances is listed below.
 - Unrestricted funds are a calculation of all revenue owed to the city (is) received and all payables (are) paid.
 - Cash and Cash Equivalent funds are cash in the bank.
 - Current Projected (CASH) Fund Balance for 20-21FY is \$817,804.56.

I have added the funds we received from the Refunding of the water rights purchase to the Fund Balance below.

 - Current Projected (CASH) Fund Balance for 20-21FY with refunding is \$1,653,272.98. This balance does not include the \$104, 465.81 required to be set aside for the life of the bond.
- **Budget Variance Report** – The current Budget Variance Reports have been provided for the Public Works, General, Debt Services and EDC funds as of 02/11/2022. I will have some budget amendments ready for the March Council meeting concerning the line items needed for the Refunding of the water rights purchase and the new Debt Service for that bond.
- **Accounts Payable** – All accounts are current as of 02/11/2022. Payables Issued Report has been included for the month of January 2022.
- **Payroll** – No updates or issues to report.
- **Bank Statements** – All 11 bank statements have been reconciled for month end 12/31/2021.
 - Just a reminder for the Payroll Fund Reconciliation, this account has had a difference, meaning not balanced, since the first of the Fiscal Year. This is due to TML Health billing us a different amount than our Payroll generates. Their bill is different due to their delay in updating employee(s) termination of benefits. These amounts are refunded but were not allocated properly and will need to be adjusted. Please let me know if you have any further questions.
- **Election** – Reminder that Applications for a place on the ballot will be accepted from January 19th through February 18th. See attached “Notice of Deadline to File Applications”.
 - Members up for re-election: Mayor Richard Hein, Mayor Pro Tem Billy Robbins & Alderman Jim Story.

CITY MANAGER / COUNCIL MEETING REPORT

February 11, 2022



CITY COUNCIL

Richard Hein, Mayor
Billy Robbins, Mayor Pro Tem
Tom Ray, Alderman
Jim Story, Alderman
Jeremy Rice, Alderman
Rob Hedrick, Alderman

ADMINISTRATION

Drew Brassfield, City Manager
Christina Athey, City Secretary
Yadi Rodriguez, Municipal Judge

DEPARTMENT HEADS

Bobby Chapmon, Police Chief
Erica Cook, AC/Code
Brent Sheets, Public Works Director
Zeb Smith, Fire Chief

ADMINISTRATIVE STAFF

Trisha Burriss, Court Clerk
Brittany Burgin, Utility Clerk
Holly Morris, Utility Clerk

CONTACT INFORMATION

City of Fritch
104 N. Robey
P.O. Box 758
Fritch, Texas 79036
806-857-3143 (O)
806-857-3229 (F)

Website:

www.fritchcityhall.com

February 2022 Council Meeting

Department Updates:

Court:

- Net decrease of 9 cases (17 new violations with 26 cases being closed out).
- Collected \$5,714.63, retaining \$4,560.56 at the City.

Police:

- 240 calls over 28-day reporting period.
- Working with software vendors and RunBiz to update systems to ease future reporting requirements.

Fire:

- January had a total of 49 calls: 1 in Moore Co., 42 in Hutchinson Co., and 6 in Carson Co.
- New firetruck from City of Borger is being outfitted, mostly, through donations and has already been on 7 calls.
- Presentation on controlled burn at City park.

Public Works:

- Enforcement efforts to stop individuals from salvaging materials from the City's Recycle Center have been increased.
- Passed TCEQ inspection of the water systems.
- XIT Communications reports that they are approximately 95% complete with boring in City limits for their fiber line project.

Animal Control/Code:

- Erica has completed the course "Code Enforcement from A to Z" through City Hall Essentials.
- Completed some needed repairs to the kennels at the shelter.

On-Going Projects:

- Brent presented the City's application for security lighting and cameras at the Regional Solid Waste Management Advisory Committee meeting on January 19th. Fritch was scored second highest, and we will be receiving full grant funding (\$6,724.50) for this project.
- Grant application pertaining to the backup generators has been moved to Step 3 of 22 in the workflow process.
- Bobby, Brent, Zeb, and I all now have all the minimum Incident Command System trainings needed to independently operate an Incident Command for any major disasters or emergencies that might impact Fritch. All of us are set to take the Public Information Officer training in Borger in April.

**CITY OF FRITCH
RESOLUTION 2022-1**

A RESOLUTION BY THE CITY COUNCIL OF FRITCH TEXAS AUTHORIZING A GENERAL ELECTION BY THE REGISTERED VOTERS OF THE CITY OF FRITCH, FOR THE PURPOSE OF ELECTING TWO (2) ALDERMAN AND A MAYOR FOR TWO YEAR TERMS AND A SPECIAL ELECTION FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX FOR CRIME CONTROL AND PREVENTION DISTRICT AND REPAIR AND MAINTENANCE OF MUNICIPAL STREETS; APPOINTMENT OF AN EARLY VOTING CLERK AND DESIGNATING A DATE AND TIME FOR THE ELECTION.

WHEREAS, a general election as been called to be held on May 7, 2022 for the election of two (2) Alderman and a Mayor; and

WHEREAS, a special election has been called on May 7, 2022 for the reauthorization of the local sales and use tax in the City of Fritch at the rate of one-fourth of one percent (1/4%) to the Crime Control and Prevention District for a period of five years, and of one-fourth of one percent (1/4%) for the repair and maintenance of municipal streets must be reauthorized; and

WHEREAS, §83.001 (c) and §83.031 (a) of the Texas Election Code specifies that the City Secretary is designated as the Early Voting Clerk and may appoint temporary deputies to assist in the conduct of early voting; and

NOW, THEREFORE, be it resolved by the Fritch City Council that:

Section 1. A General Election is ordered for the purpose of electing two (2) Alderman and a Mayor for a two-year term each. The election to be conducted according to the laws of the State of Texas, and be held on Saturday, May 7, 2022, from 7:00 a.m. to 7:00 p.m.

Section 2. A Special Election is ordered for the purpose of:

- a. The reauthorization City of Fritch Crime Control and Prevention Districted sales and use tax at one-fourth of one percent (1/4%) for five years.
- b. And, The reauthorizing Local Sales and Use Tax for repair and maintenance of municipal streets at one-fourth of one percent (1/4%).

The election to be conducted according to the laws of the State of Texas, and be held on Saturday, May 7, 2022, from 7:00 a.m. to 7:00 p.m.

Section 3. The polling place for Early Voting and Election Day shall be at the Sanford-Fritch Administration Building, located at 540 Eagle Boulevard, Fritch, Texas 79036.

Section 4. The Election Officials to serve at the polling place of such election shall be appointed by the City Secretary.

Section 5. The Election Judge shall be paid at the rate of \$14.00 per hour, Alternate Election judge shall be paid the rate of \$14.00 per hour and Clerks shall be paid at the rate of \$12.00 per hour.

Section 6. There shall be a minimum of two and a maximum of six clerks at the polling place, if needed, which includes the Alternate Election Judge.

Section 7. In accordance with §87.004 of the Texas Election Code, the presiding Election Judge and at least two (2) election clerks shall also serve as the Early Voting Ballot Board to count the ballots received in Early Voting by Personal Appearance, Early Voting by Mail and Voter Registrar Certified Provisional Ballots.

AND BE IT FURTHER RESOLVED,

The City Secretary is hereby appointed clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with §83.001 et seq. of the Texas Election Code, and

1. Said early voting clerks shall keep voting polls open during the hours of 7:00 a.m. until 4:00 p.m. on each day which is not a Saturday, Sunday, or an official State holiday, on April 25-29 and May 2-3, 2022, for early voting, and
2. Applications for voting by mail shall be mailed to:

City of Fritch
Christina Athey, City Secretary
P.O. Box 758
Fritch, TX 79036-0758

CONSIDERED AND APPROVED THIS THE 15th DAY FEBRUARY 2022.

Richard Hein, Mayor

ATTEST:

Christina Athey, City Secretary

**CITY OF FRITCH, TEXAS
RESOLUTION 2022-2**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRITCH, TEXAS AUTHORIZING AN AGREEMENT WITH THE SANFORD-FRITCH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF SANFORD TO CONDUCT A JOINT ELECTION.

WHEREAS, §271.002(a) of the Texas Election Code states that a city is authorized to hold an election jointly with the elections of one or more other political subdivisions if the election of the city and the elections of one or more other political subdivision are to be held on the same day in all or part of the same territory, and the governing bodies of the city and one or more other political subdivisions enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City Council of Fritch, Texas has ordered that an election be held on May 7, 2022 for the election of (2) two alderman and Mayor; and the Sanford-Fritch Independent School District and the City of Sanford has ordered that an election be held on that same day, and

WHEREAS, it would be advantageous to all entities to hold a joint election that can be served by common polling place;

NOW THEREFORE, be it resolved by the City Council of the City of Fritch that;

The Mayor and the City Manager are authorized to enter into an agreement with the Sanford-Fritch Independent School district and the City of Sanford to hold a joint election in accordance with §271.002, of the Texas Election Code.

CONSIDERED AND APPROVED THIS THE 15th DAY OF FEBRUARY, 2022.

Richard Hein, Mayor

ATTEST: _____

Christina Athey, City Secretary

Request to Lease City Property for Livestock grazing

Mr. Brassfield and City of Fritch,

I, Ronnie Burkhammer am interested in leasing property that the city owns. This land is located Between Railroad street and Fritch Drive, From Adams street to my fence line.

Legal Description:

Parcel ID: 8725

1-9 BLK A OTF

13 BLK Y2 GB and CNG RR

I would like to lease this for \$30.00 yearly. I would put a fence around the location and maintain said fence. My hope is that this fence would also deter illegal dumping on the premises and my livestock would keep the area maintained as far as grass height which will keep the city from having to maintain the property.

Thank you!

Sincerely,

Ronnie Burkhammer

Phone: 806-570-8421

ZONE: R4



CITY OF FRITCH

P.O. BOX 758, FRITCH, TX 79036 806/857-3143

Specific Use Permit Application

Pursuant to Article 14.03 of the Fritch Code of Ordinances, citizens desiring to use property in conflict with the specific-use regulations for the given district in which the property resides must apply for and receive a Specific-Use Permit authorized by the Fritch City Council prior to using property for such activities. To request such a permit, the following information is required:

Property Owner's Name: City of Fritch

Property Street Address: Between:Railroad and Fritch Drive, Adams Street to my fence line.

Property Legal Description: Parcel ID:8725, 1-9BLK A OTF, 13BLK Y2 GB and CNG RR

Telephone Number Where Property Owner can be Reached: _____

District Property Resides: _____

Proposed Use: Livestock use, try to keep illegal dumping from taking place

Copy of complete Site Plan* Attached to Application: Yes No

* Site plan must be drawn to scale, showing the general arrangement and essential feature of the project, including the location, size and height of proposed structures and signs; off-street parking areas and spaces; accessways; and the type and height of visual screening such as walls, plantings or fences.

Filing Fee is \$50. Payment may be made by cash, debit/credit card, personal check, cashier's check or money order. A \$35 fee will be assessed on any returned check. Please make checks payable to City of Fritch.

Ronnie Brubaker
Signature of Applicant

806-570-8421

12/13/2021
Date

For office/official use only:

Filing fee paid: Yes No

Payment Method: Cash Credit Card Check # _____

Review/Recommendation Conducted by: Erica COOK on 12-13-21
City Official Date

Recommendation: Approved for keeping weeds and
trash from land.

Public Hearing Scheduled: _____
Date

Lease Agreement 2022

WISP Equipment and Water Tower Agreement

In consideration of the covenants hereinafter expressed, and other good and valuable consideration, **City of Fritch**, as LESSOR, and **AW Broadband** as LESSEE, agree as follows:

I.

LESSOR hereby leases **WaterTower** space to LESSEE on the privately owned property located at **101 N Roby Av, Fritch, TX, 79036 (35.639148, -101.605038)** owned by LESSOR, as is reasonably required for LESSEE to install, operate, service and control the following WISP (Wireless Internet Service Provider equipment) (henceforth, "Lessee's Equipment"):

- A. Install wireless equipment on pre-existing **Water Tower**.
- B. Install a network rack with network equipment and power supplies at the base of the **Water Tower**.

II.

Upon authorization by LESSOR, LESSEE, LESSEE's engineer's, employees, contractors and agents and Federal Communications Commission representatives or persons under their direct supervision shall be permitted to enter LESSOR's property at reasonable times.

III.

LESSEE agrees that this equipment will:

- A. In no way damage the premises;
- B. In no way interfere with the operation of the land or structure;
- C. Comply with all applicable rules and regulations of the Federal Communications Commission; and
- D. Not interfere with the operation of any equipment of LESSOR or other lessees heretofore installed at this location and should such interference occur it will be promptly remedied or the interfering portion of LESSEE's equipment will be removed.

Should LESSEE fail to comply under item III-C above causing LESSOR to be assessed any fine forfeiture penalty or other charge by the Federal Communications Commission the LESSEE shall reimburse LESSOR for the amount of such charge.

Lease Agreement 2022

IV.

LESSOR agrees that LESSOR will:

- A. Maintain the land around the structure and the tower structure;
- B. Supply **Building or Land** space and power at LESSOR's approved location to LESSEE.

V.

LESSOR shall be responsible for the declaration and payment of any applicable taxes or assessments against land. LESSEE shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by LESSEE including, but not limited to, any pertinent sales and use taxes.

VI.

It is agreed that the LESSOR is not an insurer and that the rental herein provided is based solely on the value of the services and facilities provided under this Agreement. If, due to acts of God or for any reason except LESSOR's negligence or willful misconduct, LESSEE's use of the land is interrupted or LESSEE's Equipment is damaged or destroyed, LESSOR shall have no liability for the damage, destruction, or loss of use of LESSEE's Equipment.

VII.

LESSOR and LESSEE shall each indemnify, defend and hold the other harmless from all claims, demands and causes of action of every type and character arising out of or related to LESSEE's use of LESSOR's property which are asserted against the indemnity by any person (including, without limitation, LESSEE's and LESSOR's (employees) for personal injury, death or loss of or damage to property which results from the negligence or willful misconduct of the indemnitor.

Where personal injury, death or loss of or damage to property is the result of negligence or misconduct of both LESSOR and LESSEE, the indemnitor's duty of indemnification shall be in proportion to its allocable share of negligence or misconduct.

Lease Agreement 2022

VIII.

LESSEE is to make arrangements with the LESSOR for installation of the structure. The LESSOR has to be satisfied with any other contractor before any work is done on the land site.

IX.

The terms of this Agreement shall commence upon installation of Lessor's Equipment and continue for an initial period of **(5)** years. After the initial period, this Agreement shall remain in effect and renew annually on a year to year basis until terminated or modified by either party upon not less than thirty (30) days written notice prior to the annual date of this Agreement. Within forty-five (45) days after termination hereof LESSEE will remove all LESSEE'S EQUIPMENT installed on LESSOR's premises and on the land and restore said premises to the same order and condition as immediately previous to the beginning of the Agreement, excepting normal wear and tear and the structures concrete base.

Any equipment left or abandoned after such period will be removed for the LESSEE and LESSEE will be billed at cost for such removal. Once all equipment, cables and antennas have been removed the lease can be terminated.

X.

LESSEE and LESSOR shall exchange property space for:

- \$500 per month payment for up to four (4) antenna mount points servicing customers.

for the operation, service and control of all the LESSEE'S EQUIPMENT specified in Paragraph I above on LESSOR'S property.

LESSEE shall pay for electrical install which will be performed by a Master Electrician. The Master Electrician will follow all standard practices at the install site.

XII.

Lease Agreement 2022

Notwithstanding any other provision herein, if, after execution of this Agreement, LESSEE is unable to occupy LESSOR's property due to action of the Federal Communications Commission or any other reason beyond LESSOR's and LESSEE's reasonable control, this Agreement may be canceled without obligation on the part of either party, except for any obligations which might arise out of paragraph VII.

XIII.

In the event of LESSEE's default in the payment of rentals or LESSEE's failure to comply with any other provision of this Agreement, LESSOR may at its option terminate this Agreement and remove and store LESSEE's equipment. LESSEE will upon demand pay all due and unpaid rent and reimburse LESSOR for reasonable removal and storage expenses. Lessor shall also recover reasonable cost of collection, including court costs and attorney fees, should LESSOR prevail under any final judgment rendered by a court of Law with a competent jurisdiction.

XIV.

Any notice or demand given under this Agreement shall be in writing and shall be effectively delivered when deposited in the United States mail, in certified or registered form, postage prepaid and addressed as follows:

If to LESSEE AW Broadband (WISP)
 Adair Winter, Vice President
 PO Box 20561
 Amarillo TX 79110
 806-412-0888

If to LESSOR **(Name)**
 (Address)
 (Phone)

Notice given in any other manner shall be effective only when actually received. Either party may change the address herein specified from time to time by five (5) days written notice to the other.

Lease Agreement 2022

This Agreement shall be effective the _____ day of _____, 2021.

LESSEE: AW Broadband

LESSOR: **City of Fritch**

Signed: _____

Signed: _____

Name: Adair Winter

Name: _____

Title: Vice-President / Co-Owner

Title: _____

Date: _____

Date: _____