

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, MARCH 19, 2018 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Jerry Luckenbach, Council Member
Charlie Kiehne, Council Member

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

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

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE

Page Ref

1. EMPLOYEE RECOGNITIONS

- 2. CONSENT AGENDA** - All items listed below are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business

A. Amendment to Zoning Ordinance Definitions, Sec. 2.100

1-2

B. Consider Interlocal Agreement with Fisd Regarding Fiber Optics

3-7

3. PUBLIC HEARINGS

A. PUBLIC HEARING - Z-1801 for a Conditional Use Permit for Robin Fleck to Operate a Medical Office in the Central Business District at 409 E Main St.

8-13

4. ORDINANCES - RESOLUTIONS - ACTION ITEMS

A. Consider Z-1801

B. Consider a Resolution Related to Atmos MidTex' and Atmos Pipeline Texas' Request to Pass Through to Ratepayers a Reduction in Rates Resulting from the Reduction in the Corporate Federal Income Tax Rate from 35% to 21%

14-23

5. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

A. Consider Right-of-Way Agreement - Sunrise Street

24-35

B. Consider Professional Services Agreement for Ft. Martin Scott Master Plan

36-46

C. Consider Temporary Soccer Fields on future Sports Park Property

47-52

D. Consider Rate Model and Water and Wastewater Impact Fee Update

53-63

6. CITY MANAGERS REPORT

A. Short-Term Rentals

B. Attainable Housing

C. Hotel/Conference Center Project

7. ITEMS FOR FUTURE AGENDAS

- 8. PUBLIC COMMENTS** This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.

9. **COUNCIL COMMENTS** - No discussion or action may take place
10. **EXECUTIVE SESSION** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

A. Consider and Discuss the Exchange, Lease, or Value of Real Property Owned by the City, Located on E Austin St. (551.072)

B. Consider and discuss the purchase, exchange, or value of real property located near Sunrise Street (Sec. 551.072)
11. **TAKE ACTION ON EXECUTIVE SESSION ITEMS, IF NECESSARY**
12. **ADJOURN**



CITY COUNCIL MEMO

DATE: March 13, 2018

TO: Mayor and City Council

FROM: Daniel Jones, City Attorney

SUBJECT: Amendment to Zoning Ordinance definitions, Sec. 2.100

Summary: A definition for the term "Bed and Breakfast Compliance Use Permit" will be added to Section 2.100 of the Zoning Ordinance.

Recommendation: Approve the amended Ordinance as presented.

Background / Analysis: The term "Bed and Breakfast Compliance Use Permit" is defined in Section 5.402 of the Zoning Ordinance, and is referenced throughout the Zoning Ordinance. When the Council adopted the new Short Term Rental ("STR") ordinance, the Council also repealed Section 5.402 of the Zoning Ordinance (effective April 1, 2018) as it would have created a conflict with the newly adopted STR permitting process. The attached Ordinance amendment will add a definition for the term "Bed and Breakfast Compliance Use Permit", to replace the definition that will be repealed on April 1, 2018.

Attachments: Ordinance amending Section 2.100 entitled "Definitions", of Appendix B – Zoning Ordinance, of the Code of Ordinances, by adding a definition for the term "Bed and Breakfast Compliance Use Permit"

Daniel Jones
Department Approval

Kent Myers
City Manager Approval

The City of Fredericksburg

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 2.100 ENTITLED "DEFINITIONS", OF APPENDIX B – ZONING ORDINANCE, OF THE CODE OF ORDINANCES, BY ADDING A DEFINITION FOR THE TERM "BED AND BREAKFAST COMPLIANCE USE PERMIT".

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

Section 1. That, Section 2.100 "Definitions", of Appendix B – Zoning Ordinance, of the Code of Ordinances, is amended by addition of the following language to be incorporated into said Section:

BED AND BREAKFAST COMPLIANCE USE PERMIT

A Short Term Rental Permit as defined in Section 23-101, of Chapter 23 – Planning, of the City of Fredericksburg Code Of Ordinances

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

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective on and after April 1, 2018.

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

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



CITY COUNCIL MEMO

DATE: March 12, 2018

TO: Mayor and City Council;

FROM: Russell A. Immel, Director of Information Technology

SUBJECT: Interlocal Agreement between the City of Fredericksburg and Fredericksburg Independent School District (FISD) for the Provision of Fiber Optic Cable

Summary:

This is a modification to the Interlocal Agreement approved at the January 2, 2018 Regular City Council Meeting between the City of Fredericksburg and the FISD for the use of the City's fiber optic cable network for the purpose of wide area network connectivity between the District's campuses and other facilities

Recommendation:

City Staff recommends authorizing the City Manager to execute the Interlocal Agreement with the FISD

Background / Analysis:

The universal service Schools and Libraries Program (USAC), commonly known as "E-rate," provides discounts of up to 90 percent to help eligible schools and libraries in the United States obtain affordable telecommunications and internet access. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. Since 1998 the City of Fredericksburg has been providing use of its fiber optic cable network to the FISD for the purpose of wide area network connectivity between the district's campuses and other facilities. The District receives discounts on this service by way of USAC reimbursements.

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This Interlocal Agreement between the City of Fredericksburg and Fredericksburg Independent School District (FISD) for the Provision of Fiber Optic Cable is the same agreement as previously approved except the term has been changed from 1 to 5 years. Both the City of Fredericksburg and the FISD are comfortable with this term. It allows the FISD to continue to lease the fiber optic cable without having to file FCC Form 471 (Description of Services Ordered and Certification Form) annually.

The fee for use and maintenance of the fiber optic network is described in the agreement

Attachments:

Interlocal Agreement between the City of Fredericksburg and the FISD for the Provision of Fiber Optic Cable

Department Approval

City Manager Approval

 City Attorney

The City of Fredericksburg

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**INTERLOCAL AGREEMENT between the CITY OF
FREDERICKSBURG, TEXAS and the FREDERICKSBURG
INDEPENDENT SCHOOL DISTRICT for the PROVISION OF FIBER
OPTIC CABLE**

This Interlocal Agreement ("Agreement") is made and entered into pursuant to the Texas Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code, by and between the City of Fredericksburg, Texas ("City"), a municipal home-rule corporation, and the Fredericksburg Independent School District ("District"), an independent school district located in Fredericksburg, Texas, each being organized and existing under the laws of the State of Texas.

WHEREAS, the District has multiple school and administration buildings that require fiber optic cable for data transmission; and

WHEREAS, the City owns fiber optic cable at various locations throughout the City; and

WHEREAS, the City has previously provided the District with fiber optic cable at the District's schools and administration building; and

WHEREAS, in accordance with the Act, the City and District recognize that the continued provision of fiber optic cable at the District's schools and administration building is necessary for the effective performance of governmental functions or services.

NOW THEREFORE, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I.

The City shall place single mode fiber optic cable along the right-of ways within the City, connecting the following District locations:

- a) High School Campus
- b) Middle School Campus
- c) Elementary School Campus
- d) Central Office
- e) Agricultural Building

The City will provide 12 fibers to each District location set forth above in this Section. The District may use any fiber optic cable placed by the City under this Agreement for performance of the District's governmental functions or services. All

fiber optic cable placed by the City under this Agreement will remain the property of the City, and will be maintained by the City.

II.

The District shall pay to the City a monthly fee of One Thousand, Three Hundred, and Fifty dollars (\$1,350.00), as compensation to the City for the City's provision and maintenance of fiber optic cable under this Agreement.

III.

The City Manager for the City, and the District Technology Director for the District, shall be the contact persons through whom the City and District shall communicate officially and shall coordinate all actions relating to the City's and District's performance under this Agreement.

IV.

The City and District agree that each party expending funds in the performance of governmental functions or services under this Agreement shall only make payments from current revenues available to the paying party. The City and District agree that performance under this Agreement is subject to the availability and appropriation of budgeted funds.

V.

This Agreement shall be valid for a term of five (5) years from the date of execution by both parties. Either party may terminate this Agreement at any time, for any reason or no reason, upon ninety (90) days written notice to the other party. This Agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

VI.

This Agreement comprises the entire agreement between the parties concerning the subject matter herein, and shall supersede all prior agreements made by the parties concerning the subject matter herein. This Agreement shall bind and be for the sole and exclusive benefit of the respective parties and their legal successors. This Agreement shall be subject to and governed under the laws of the State of Texas, and venue for any legal action hereunder shall be in a court of competent jurisdiction in Gillespie County, Texas.

Each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative.

FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT

By: Kerinne M Herber Date: 3/7/18

Name: Kerinne Herber Title: FISD School Board President

CITY OF FREDERICKSBURG, TEXAS

By: _____ Date: _____
Kent Myers, City Manager



CITY COUNCIL MEMO

DATE: March 12, 2018

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Conditional Use Permit for a medical office at 409 E. Main Street in the Central Business District (Z-1801))

Summary:

The applicant is proposing a Medical Office in 900 square feet of the building located at 409 E. Main Street (formerly a book store). The remainder of the building will be utilized for retail uses. The site is approximately 14,300 square feet in size, and access to the rear of the property is through the open portion of the building on the west side. The surrounding zoning is CBD in all directions. The subject and surrounding properties are within the Historic Shopping District Overlay, and land uses include a variety of commercial businesses.

Recommendation:

The Planning and Zoning Commission voted unanimously in favor of recommending approval of the Conditional Use Permit. Staff concurs with the recommendation of approval. There were no comments regarding this request.

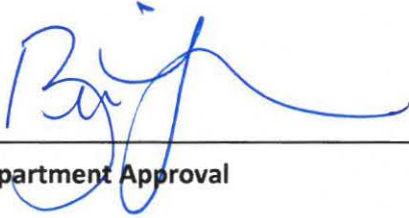
Background / Analysis:

See attached Conditional Use Permit Brief for request Z-1801.

The City of Fredericksburg

Attachments:

Conditional Use Permit Brief, Site Plan



Department Approval



City Manager Approval

The City of Fredericksburg

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CONDITIONAL USE PERMIT BRIEF

Request Z-1801

Applicant: Robin Fleck, MD
Location: 409 E. Main Street
Existing Zoning: CBD Central Business District
Request: Conditional Use Permit for a Medical Office in the CBD.

Site Plan Overview:

- The applicant is proposing a Medical Office in 900 square feet of the building located at 409 E. Main Street (formerly a book store).
- The remainder of the building will be utilized for retail uses.
- The site is approximately 14,300 square feet in size.
- Access to the rear of the property is through the open portion of the building on the west side.
- The surrounding zoning is CBD in all directions.
- The subject and surrounding properties are within the Historic Shopping District Overlay.
- Surrounding land uses include a variety of commercial businesses.

Review and Evaluation Criteria:

A. CONFORMANCE WITH APPLICABLE REGULATIONS:

- The site complies with applicable regulations.

B. COMPATIBILITY WITH EXISTING OR PERMITTED USES IN ABUTTING SITES:

- The use of the property for a Medical Office is proposed to support the retail and commercial activities on Main Street. Given the limited space proposed and the type of specialized medical services provided (dermatology), we do not anticipate the proposed use to have a negative effect on abutting properties.

C. POTENTIALLY UNFAVORABLE EFFECTS OR IMPACTS ON OTHER EXISTING OR PERMITTED USES ON ABUTTING PROPERTY:

- We do not expect the proposed use to have a negative affect on adjacent properties.

D. MODIFICATIONS TO THE SITE PLAN WHICH WOULD RESULT IN INCREASED COMPATIBILITY AND WOULD MITIGATE POTENTIALLY UNFAVORABLE IMPACTS:

- None.

E. SAFETY AND CONVENIENCE OF VEHICULAR AND PEDESTRIAN CIRCULATION IN THE VICINITY:

- Drive access to the rear of the property is currently only available through a gate and covered portion of the building. No public parking is proposed as part of this proposal.

F. PROTECTION OF PERSONS AND PROPERTY FROM EROSION, FLOOD OR WATER DAMAGE, FIRE, NOISE, GLARE:

- The property does include an area of flood plain in the rear along Baron's Creek. No changes are being made to this portion of the property.

G. LOCATION OF LIGHTING AND TYPE OF SIGNS; THE RELATION OF SIGNS TO TRAFFIC CONTROL AND ADVERSE EFFECTS OF SIGNS ON ADJACENT PROPERTIES:

- No specific information is provided on the type of lighting to be utilized. All exterior lighting shall be ordinance compliant.

H. ADEQUACY AND CONVENIENCE OF OFF STREET PARKING AND LOADING FACILITIES:

- The property is located with the zone not requiring off-site parking. The applicant intends to have limitations on the number of patients within the facility at any given time.

I. DETERMINATION THAT THE PROPOSED USE IS IN ACCORDANCE WITH THE OBJECTIVES OF THESE ZONING REGULATIONS AND PURPOSES OF THE ZONE IN WHICH THE SITE IS LOCATED:

- We believe the intended purpose of the Conditional Use Permit for medical office was to evaluate the nature of the use and determine whether it is appropriate in the shopping district of Main Street. In other words, an urgent or emergency care facility with a high turnover and the potential for a high volume of patients may not be appropriate in this location.

J. DETERMINATION THAT THE PROPOSED USE WILL COMPLY WITH EACH OF THE APPLICABLE PROVISIONS OF THE ZONING ORDINANCE:

- Affirmative.

K. DETERMINATION THAT THE PROPOSED USE AND SITE DEVELOPMENT, TOGETHER WITH ANY MODIFICATIONS APPLICABLE, THERETO, WILL BE COMPATIBLE WITH EXISTING OR PERMITTED USES IN THE VICINITY:

- Affirmative.

L. DETERMINATION THAT ANY CONDITIONS APPLICABLE TO APPROVAL ARE THE MINIMUM NECESSARY TO MINIMIZE POTENTIALLY UNFAVORABLE IMPACTS ON NEARBY USES AND TO ENSURE COMPATIBILITY OF THE PROPOSED USE WITH EXISTING OR PERMITTED USES IN THE SAME DISTRICT AND THE SURROUNDING AREA:

- Affirmative

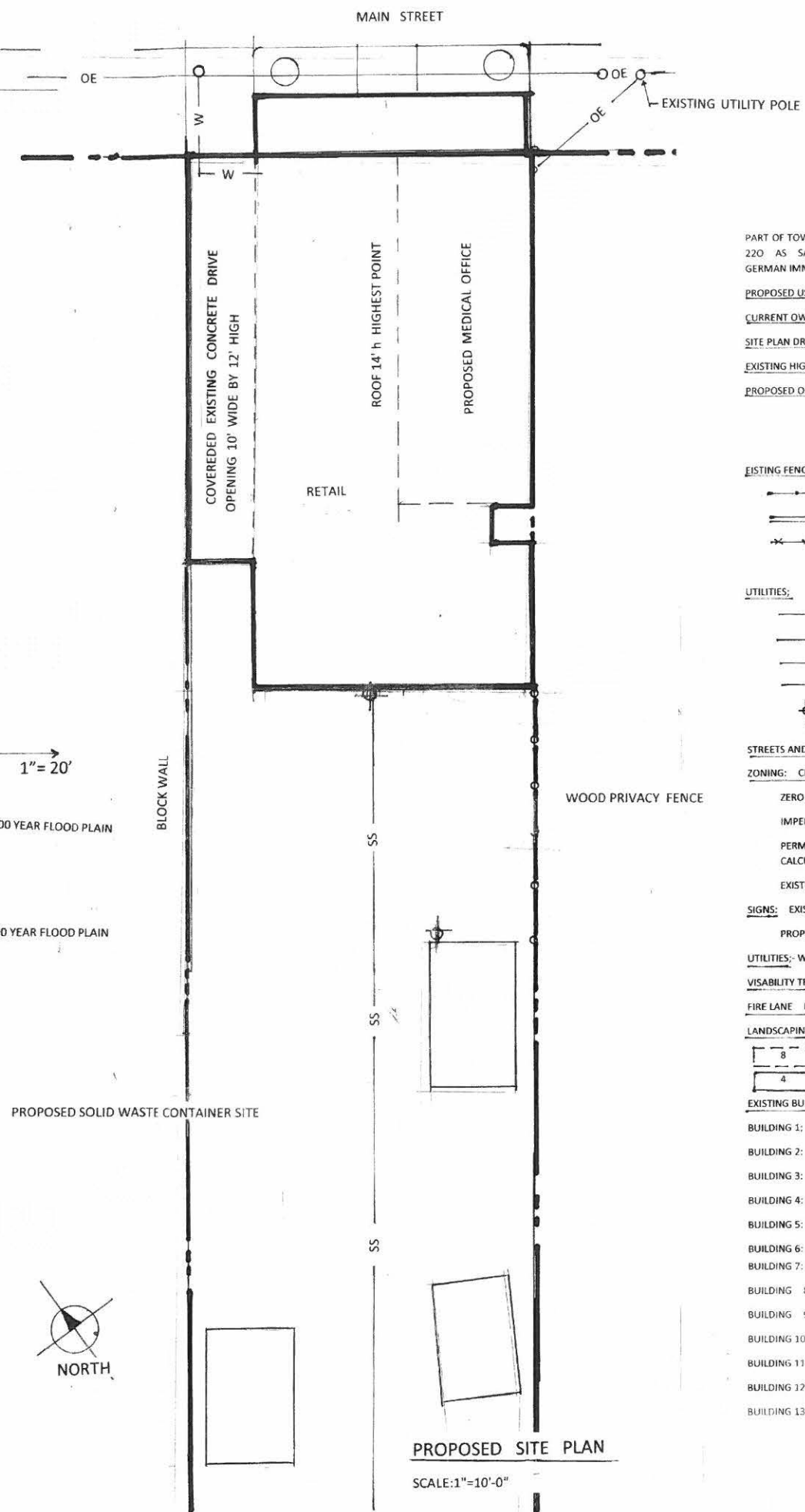
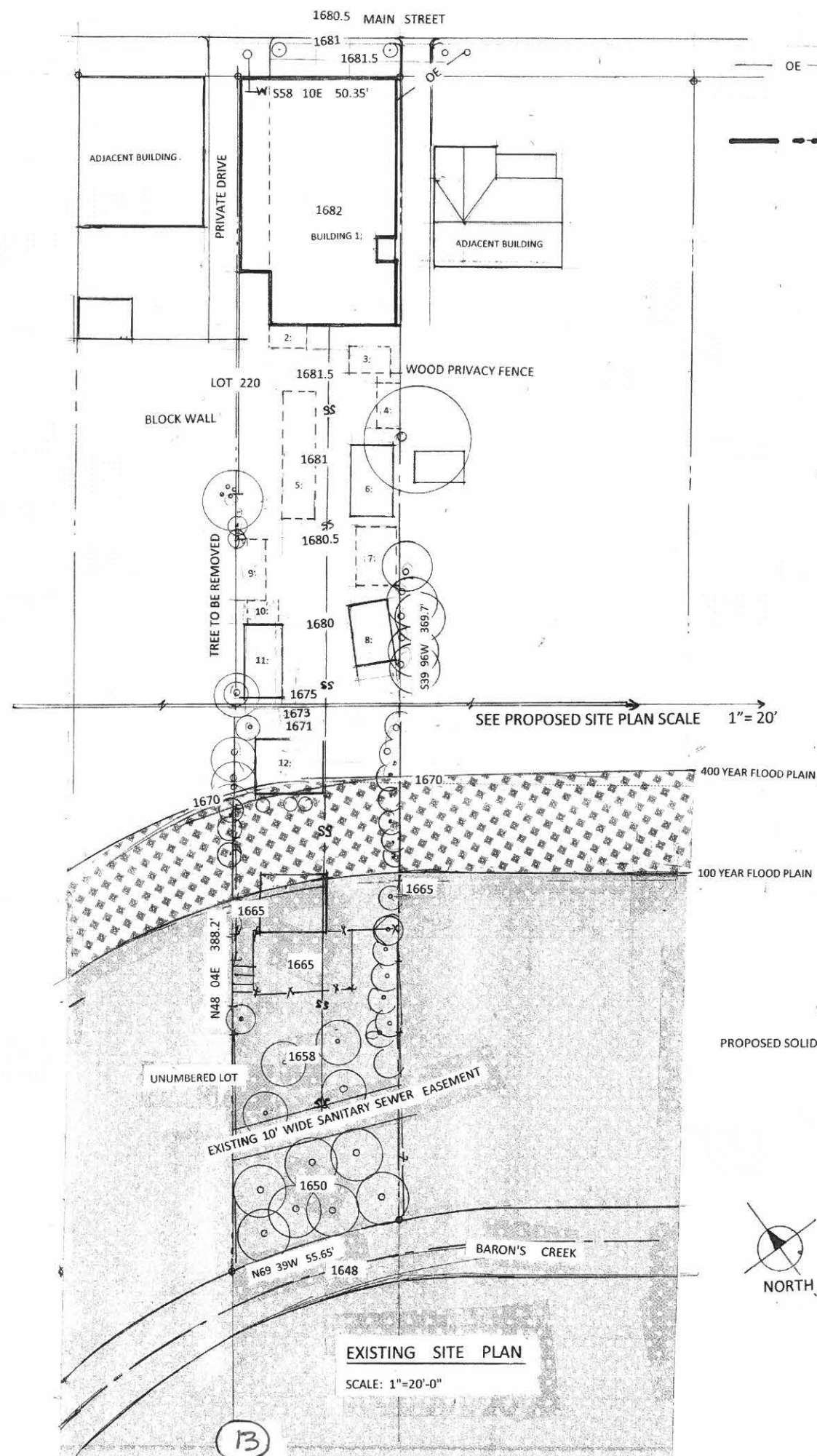
M. DETERMINATION THAT THE PROPOSED USE TOGETHER WITH THE CONDITIONS APPLICABLE THERETO, WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE OR MATERALLY INJURIOUS TO PROPERTIES OR IMPROVEMENTS IN THE VICINITY:

- Affirmative

OPPOSITION/SUPPORT OF REQUEST: No comments received to date.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission voted unanimously to recommend approval of this request.

STAFF RECOMMENDATION: Approval.



SITE PLAN FOR CONDITIONAL USE PERMIT 409 EAST MAIN STREET FRESERICKSBURG, TEXAS 78624

PART OF TOWNLOT 220 AND PART OF AN UNNUMBERED TOWNLOT SOUTHWEST OF TOWNLOT 220 AS SAID TOWNLOTS ARE SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS BY THE GERMAN IMMIGRATION COMPANY. SEE DESCRIPTION BY CAREY BONN.

PROPOSED USE: 900 SQUARE FOOT MEDICAL DOCTOR'S OFFICE

CURRENT OWNER: KURT DITGES PURCHASER: DR. ROBIN FLECK

SITE PLAN DRAWN BY WALTER MOLDENHAUER RA

JANUARY 24, 2018

EXISTING HIGHEST POINT 14 FEET

PROPOSED OFF STREET PARKING: NONE REQUIRED BY CODE

NOTES AND LEGEND

EXISTING FENCING

- WOOD PRIVACY FENCE
- CONCRETE BLOCK WALL
- WIRE FENCE

NO NEW FENCE PROPOSED

UTILITIES:

- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER LINE
- BOUNDARY LINE BORDER

PROPOSED LIGHTING FOR PARKING: TWO WALL MOUNT NIGHT SKY TYPE

STREETS AND ALLEYS-NO NEW PROPOSED

ZONING: CENTRAL BUSINESS DISTRICT ACTUAL LOT SIZE 14,300 S.F.

ZERO SETBACKS-EXISTING BUILDING HEIGHT 14' ALLOWABLE 38'

IMPERMEABLE COVERAGE BUILDING, DRIVES, PARKING 3,860 S.F. 40%

PERMEABLE COVERAGE 60% FLOOD PLAIN AREA EXCLUDED FROM CALCULATIONS

EXISTING ELEVATIONS-SEE EXISTING SITE PLAN 1"=20'-0"

SIGNS: EXISTING ALTE FRITZ; ANTIQUES; CLOCKS; ON FRONT WALL TO BE REMOVED

PROPOSED SIGN DOCTOR'S OFFICE 25 S.F. ON FRONT ALLOWABLE 50 S.F.

UTILITIES: WATER, SEWER, ELECTRIC-EXISTING NO NEW PROPOSED

VISIBILITY TRIANGLE NOT APPLICABLE

FIRE LANE NONE REQUIRED ACCESS ON MAIN STREET AND ADJACENT DRIVES BOTH SIDES

LANDSCAPING: NATIVE SHRUBS AND SOD SEE PROPOSED SITE PLAN 600 S.F.

- BUILDINGS TO BE REMOVED
- BUILDINGS TO REMAIN

EXISTING BUILDINGS

BUILDING 1: EXISTING MAIN RETAIL SPACE AND PROPOSED DOCTOR'S OFFICE

BUILDING 2: ROOF OVERHANG TO BE REMOVED 8' X 14'

BUILDING 3: OPEN SHED TO BE REMOVED 8' X 14'

BUILDING 4: TRANSPORTABLE TO BE REMOVED 8' X 14'

BUILDING 5: RAIN SHELTER TO BE REMOVED 12' X 40'

BUILDING 6: GARAGE SHOP TO REMAIN 12' X 20'

BUILDING 7: OPEN SHED TO BE REMOVED 13' X 21'

BUILDING 8: GARAGE TO REMAIN 12' X 24'

BUILDING 9: RAIN SHELTER TO BE REMOVED 14' X 21'

BUILDING 10: ROOF TO BE REMOVED 10' X 12'

BUILDING 11: GARAGE TO REMAIN 12' X 24'

BUILDING 12: SHED TO BE REMOVED 12' X 21'

BUILDING 13: RESIDENCE TO REMAIN



CITY COUNCIL MEMO

DATE: March 13, 2018
TO: Mayor and City Council
FROM: Kent Myers
SUBJECT: Atmos Rate Decrease

Summary:

The attached resolution approves a reduction in rates charged by Atmos Energy Corporation as a result of the recent reduction in their federal income tax rates from 35% to 21%.

Recommendation:

It is recommended that the attached resolution be approved in order to ensure that our local citizens pay the reduced rate structure proposed by Atmos.

Background / Analysis:

The attached Agenda Information Sheet and letter from Atmos explains the background for this rate reduction. These new rates will result in a decrease in the average residential and commercial customer's bill of approximately 6% in non-gas costs.

Attachments:

Agenda Information Sheet

The City of Fredericksburg

Atmos Letter Dated March 9, 2018
Proposed Resolution


Department Approval


City Manager Approval


City Attorney Approval

The City of Fredericksburg

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AGENDA INFORMATION SHEET
AGENDA ITEM NO. _____

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,
MID-TEX DIVISION'S ("ATMOS") RATES AND CONSENT TO A
REDUCTION IN ATMOS PIPELINE TEXAS' ("APT") RATES AS A
RESULT OF THE REDUCTION IN THE FEDERAL INCOME TAX
RATE FROM 35% TO 21%**

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing Atmos Energy-Mid-Tex Division (Atmos) and Atmos Pipeline Texas' rate data. Herrera Law & Associates, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

PASS THROUGH OF REDUCTION IN FEDERAL-INCOME-TAX RATE:

Effective January 1, 2018 the U.S. Congress changed the federal-income-tax ("FIT") laws, by among other things, reducing the corporate tax rate from 35% to 21%.

Atmos MidTex' current rates are based on a FIT expense of 35% and thus, absent a change in its rates, Atmos MidTex would stand to reap a windfall related to the difference in FIT expense between a tax rate of 35% and 21%.

ATMOS MIDTEX:

Atmos MidTex seeks to pass through to ratepayers the reduction in FIT expense as expeditiously as possible. To that end, the Utilities Code § 104.111 allows for a utility like Atmos MidTex to reduce its rates without the need to file a full-blown cost-of-service study and allows for administrative approval of the decrease by the appropriate regulatory authority.

The City, under Utilities Code § 103.001 is the appropriate regulatory authority for Atmos MidTex' rates within the City.

Atmos Energy is seeking administrative approval of a reduction rates charged by Atmos MidTex as expeditiously as possible to begin passing through to ratepayers the reduction in Atmos MidTex' rates. The reduction in Atmos MidTex' revenues is about \$29 million.

ATMOS PIPELINE TEXAS (“APT”):

Atmos Pipeline Texas (“APT”) is a separate department within Atmos Energy. APT is seeking the City’s consent to a decrease in rates for Atmos Pipeline Texas. APT will employ Utilities Code § 104.111 to implement its proposed decrease in rates.

The Railroad Commission of Texas has exclusive jurisdiction over APT’s rates and the City’s rate-setting authority does not extend to APT. But in order for APT to obtain the Railroad Commission’s approval of the decrease in APT’s rates, all affected parties must agree to the decrease. The City, as part of ATM, participated in APT’s most recent rate case at the Railroad Commission of Texas, Gas Utility Docket No. 10580 (“GUD No. 10580”), and is thus an affected party.

So, APT requires the City’s consent to decrease its rates and to obtain the Railroad Commission’s approval of that decrease in rates. The reduction in Atmos Pipeline Texas’ revenues is about \$29 million.

RECOMMENDATION:

After a series of discussions with Atmos Energy and a review of the data Atmos MidTex and Atmos Pipeline Texas provided, ATM’s Special Counsel recommends that the City:

1. *Approve* Atmos MidTex’ reduction in rates by about \$29 million to implement the reduction in the federal-income-tax rate from 35% to 21%, and require to file conforming tariffs and changes to its rates to give effect to the reduction in revenue; and
2. *Consent* to Atmos Pipeline Texas’ reduction in rates, also by about \$29 million, to implement the reduction in the federal-income-tax rate from 35% to 21%; and that the City authorize the City and ATM’s Special Counsel, Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC to sign the consent.

Approving Atmos MidTex’ and Atmos Pipeline Texas’ proposed reduction in revenue will result in a reduction in the rates ultimately paid by Atmos MidTex’ ratepayers.

The City should take action as soon as possible to reduce customers’ bills for gas-utility service as expeditiously as practicable.



Chris Felan
Vice President
Rates & Regulatory Affairs

March 9, 2018

To the Honorable Mayor and City Manager

Re: *Atmos Energy Corporation's Notice of Intent to Reduce Gas Utility Rates within the Incorporated Areas of the Mid-Tex Division*

Dear Mayor and City Manager:

Effective January 1, 2018, the Tax Cuts and Jobs Act of 2017 ("the Act") reduced the federal corporate tax rate from 35% to 21%. In order to ensure that customers receive the benefits of this reduction in the federal corporate tax rate, Atmos Energy is pleased to provide this notice of the Company's intent to reduce its base rates charged to customers within your city under the Company's Residential, Commercial, Industrial, Public Authority and Transportation Rate Schedules. The proposed effective date for this rate reduction is April 1, 2018.

The proposed rates, terms and conditions reflected in the tariffs attached to this correspondence as Exhibit A adjust the base rate charges to reflect the reduction in the federal corporate tax rate from 35% to 21%. These tariffs apply to services on Atmos Energy's system within the City's original jurisdiction and are being filed pursuant to Section 104.111 of the Gas Utility Regulatory Act ("GURA"), which provides for administrative approval of a decrease in rates proposed by the Company without regard to the cost of service standard prescribed by Section 104.051. By utilizing this provision of GURA, the Company is able to pass on the savings associated with the federal corporate tax reduction to its customers without having to file a comprehensive statement of intent rate proceeding under Subchapter C of GURA.

As shown in Exhibit B to this correspondence, the rates, terms and conditions reflected in the attached tariffs will, upon taking effect, decrease the amount of revenues Atmos Energy annually recovers from customers within the cities with whom this filing is being made by \$29.6 million as compared to the amount allowed under currently approved rates.

Atmos Energy has discussed this rate decrease filing with Mr. Alfred R. Herrera, counsel for the coalition of Atmos Texas Municipalities of which your city is a member. To give effect to this rate reduction, Atmos Energy respectfully requests that the City take action to approve the tariffs attached to this correspondence as Exhibit A at the City's earliest convenience.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Felan". The signature is fluid and cursive, with the first name "Chris" and last name "Felan" clearly distinguishable.

Chris Felan

cc: Alfred A. Herrera

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS ("CITY"), APPROVING A REDUCTION IN RATES CHARGED BY ATMOS ENERGY CORPORATION, MID-TEX DIVISION ("ATMOS") AND AUTHORIZING CONSENT TO A REDUCTION IN RATES CHARGED BY ATMOS PIPELINE TEXAS ("APT"), ALL RELATED TO THE REDUCTION IN THE FEDERAL CORPORATE TAX RATE; FINDING THE REDUCTION IN ATMOS' RATES TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND SPECIAL COUNSEL.

WHEREAS, the City of _____, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act "GURA") and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division ("Atmos") rates, operations, and service of a gas utility within the municipality; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities ("ATM"); and

WHEREAS, pursuant to the Rate Review Mechanism ("RRM") for 2017 filed with the City on or around March 1, 2017, the City approved an increase in annual revenue of about \$48 million; and

WHEREAS, the City, as part of ATM participated in APT's general rate case at the Railroad Commission of Texas in Gas Utility Docket No. 10580 ("GUD No. 10580"); and

WHEREAS, the corporate tax rate on federal income included in Atmos' current rates and made part of the \$48 million increase in revenue approved via the RRM, was based on a federal-income-tax rate of 35%; and

WHEREAS, the corporate tax rate on federal income included in APT's current rates and approved by the Railroad Commission of Texas in GUD No. 10580, was based on a federal-income-tax rate of 35%; and

WHEREAS, effective January 1, 2018, the corporate tax rate on income is 21%; and

WHEREAS, Atmos seeks administrative approval under Utilities Code § 104.111 to reduce its annual revenue by approximately \$29 million; and

WHEREAS, APT seeks the City's consent to a decrease in rates for APT's rates to be approved by the Railroad Commission of Texas, which decrease would reduce APT's annual revenue by about \$29 million; and

WHEREAS, ATM's Special Counsel and consultants engaged to review Atmos' and APT's calculation of the effect of the reduction in the corporate federal-income-tax rate from 35% to 21% has on Atmos' and APT's rates, have confirmed Atmos' and APT's calculation of the reduction in Atmos' and APT's revenue is mathematically accurate; and

WHEREAS, the reduction in Atmos' annual revenue is limited to the tax expense related to the change in the corporate tax rate from 35% to 21% relative to the revenue requirement established in Atmos' RRM in 2017, and to the revenue requirement established in in GUD No. 10580 for APT, and thus will need to be adjusted further in a future proceeding to account for excess deferred income taxes resulting from the Tax Cut and Jobs Act of 2017; and

WHEREAS, by approving the reduction in Atmos' rates, and consenting to the reduction in APT's rates, the City, in future proceedings or in other jurisdictions, is under no obligation to take the same positions with regard to the methodology resulting in a reduction in rates, as the methodology underlying the reduction proposed by Atmos or APT, nor shall the City's approval of the reduction in Atmos' rates or its consent to the reduction in APT's rates, be used against

City in any future proceeding with respect to different positions the City may take with regard to setting Atmos' or APT's rates.

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

Section 1. The findings set forth in this Resolution are hereby in all things approved and incorporated herein.

Section 2. Atmos shall submit to the City within fourteen days from the effective date of this Resolution, amended tariffs reflecting the reduction in revenue noted above.

Section 3. The City's Special Counsel, Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, is hereby authorized to consent on behalf of the City as part of ATM in proceedings before the Railroad Commission of Texas, to the reduction in APT's revenue noted above.

Section 4. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 5. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 7. This Resolution shall become effective from and after its passage.

Section 8. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Avenue, Suite 950, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Secretary



CITY COUNCIL MEMO

DATE: March 13, 2018

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Right-of-Way Agreement-Sunrise Street

Summary:

The attached agreement provides for the dedication of the remainder of the Right-of-Way (ROW) along Sunrise Street to the City. This ROW dedication would be completed in exchange for (1) the City completing certain roadway and utility improvements along a portion of this roadway and (2) the City vacating and abandoning the East Street ROW and dedicating it to the adjacent property owners.

Recommendation:

It is recommended that the attached agreement be approved.

Background / Analysis:

The extension of Sunrise Street to Eagle Street has been discussed for the past 4-5 years. It is currently shown as a City project in our Capital Improvement Plan. The dedication of this ROW would enable the City to complete the construction of the street when additional funding became available.

Currently the property along Sunrise Street is owned by Jeffrey Williams. Mr. Williams has listed this property for sale. Prior to this sale, he has offered to dedicate this ROW in return for the City completing utility and roadway improvements across lot 3 that he owns (see attached map) as well as the adjacent lot to the west.

The City of Fredericksburg

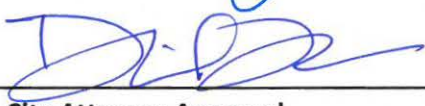
In addition, East Street is a public ROW on the north side of Mr. Williams' property. This ROW is no longer needed by the City. So the agreement specifies that this ROW will be abandoned by the City by a quit claim deed. According to State law, the property will then be conveyed to the adjacent property owners in equal portions. Mr. Williams is the adjacent property owner located to the south of this ROW.

Mr. Williams will likely attend Monday's Council meeting and may want to offer some comments. An executive session has been scheduled in case the Council determines there is a need to discuss this item in a closed meeting prior to making a decision.

Attachments:

Lot Map of Williams Property
ROW Agreement


Department Approval


City Attorney Approval


City Manager Approval

The City of Fredericksburg

AGREEMENT TO DEDICATE RIGHT OF WAY

This Agreement is entered into between the CITY OF FREDERICKSBURG ("City"), a political subdivision of the State of Texas whose address is 126 W. Main Street, Fredericksburg, Texas, 78624, and SUNRISE FIELDS, INC. ("SUN"), a corporation whose address is 1409 Countryside Bend, Fredericksburg, Texas, 78624.

RECITALS

WHEREAS, SUN is the owner of a tract of land located in the City, and SUN intends to dedicate a public right-of-way to the City across a portion of said tract, as part of development of the tract; and

WHEREAS, SUN desires that the City extend paved roads and utilities across a portion of the newly dedicated public right-of-way; and

WHEREAS, SUN further desires that the City vacate and abandon the unused East Street right-of-way adjacent to the tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. Obligations of SUN – SUN shall dedicate to the City a public road and utility right-of-way ("SunROW"), by plat or other separate instrument recorded in the real property records of Gillespie County, Texas. The SunROW dedicated by SUN in this paragraph shall be fifty feet (50') in width, dedicated at the sole cost of SUN, and located along the southern boundary line of Lots 3, 4, 5, and part of 6 in the Dechert Addition. The SunROW shall be located as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, with exact location to be determined by survey. The parties acknowledge that SUN has previously procured surveys of the land in and around the SunROW, and any additional survey work necessary to identify the exact location of the SunROW shall be at the sole cost of City. The SunROW dedicated by SUN in this paragraph shall also be approved by the City, to ensure the interest dedicated is of a size, location, and purpose necessary to meet the City operational needs, which approval shall not be unreasonably withheld. The dedication of the SunROW in this paragraph shall be completed as follows:
 - a. No later than May 1, 2018, SUN shall dedicate by plat or other separate instrument recorded in the real property records of Gillespie County, Texas, the SunROW located along the southern boundary line of Lot 3 in the Dechert

Addition, as set forth in Exhibit A-1, a copy of which is attached hereto and incorporated herein by reference, with exact location to be determined by survey.

- b. No later than May 1, 2018, SUN shall deposit into escrow with Hill Country Titles, the executed plat or other separate instrument dedicating the SunROW located along the southern boundary line of Lots 4, 5, and part of 6 in the Dechert Addition, as set forth in Exhibit A-2, a copy of which is attached hereto and incorporated herein by reference, with exact location to be determined by survey. The executed SunROW dedication instruments held in escrow under this subparagraph 1(b) shall be released from escrow and recorded by SUN in the real property records of Gillespie County, Texas, within seven (7) days following the City's full performance of the duties and obligations set forth in Paragraph 2 of this Agreement.
2. Obligations of City – If SUN fully performs the duties and obligations as set forth in Paragraph 1 of this Agreement, then the City shall perform the following, at the sole cost of the City:
 - a. Extend the pavement, City water utility service, and City sanitary sewer utility service on Sunrise Street (collectively the “Sunrise Street Extension”), eastward along a portion of the SunROW, from the current Sunrise Street easternmost terminus to the boundary line between Lot 3 and Lot 4 in the Dechert Addition, as specifically set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference.
 - i. The pavement in the Sunrise Street Extension shall be constructed in accordance with the current City Code of Ordinances and City Engineering/Construction Criteria for Local Streets, and shall include curbs and/or gutters when required by said Code of Ordinances and Criteria for Local Streets.
 - ii. The City water utility service in the Sunrise Street Extension shall be extended from its current location along the south side of Sunrise Street, and constructed along the south side of the Sunrise Street Extension.
 - iii. The City sanitary sewer utility service in the Sunrise Street Extension shall be extended from its current location in the approximate middle of Sunrise Street, and constructed along the approximate middle of the public right of way underneath the pavement in the Sunrise Street Extension.
 - iv. The construction of the Sunrise Street Extension shall be completed no later than September 1, 2018.
 - b. Vacate and abandon the East Street public street right-of-way, reserving any utility easement of a size, location, and purpose necessary to meet the City operational needs. The portion of the East Street public street right-of-way to be abandoned and vacated by the City in this paragraph is specifically set forth in Exhibit C, a copy of which is attached hereto and incorporated herein by

reference.

- i. The abandonment of the East Street public street right-of-way shall be made by quit claim deed or other separate instrument recorded in the real property records of Gillespie County, Texas, at City's sole expense, conveying the City's interest in the East Street public street right-of-way unto the owners of the property adjacent to said right-of-way, in equal portions, as follows:
 1. the northern half of the East Street public street right-of-way to the owner(s) of those lots abutting said northern half of the East Street public street right-of-way, for the distance each lot abuts a portion of said right-of-way; and
 2. the southern half of the East Street public street right-of-way to the owner(s) of those lots abutting said southern half of the East Street public street right-of-way, for the distance each lot abuts a portion of said right-of-way; and
 3. subject to all present zoning and deed restrictions, and all easements.
 - ii. The abandonment of the East Street public street right-of-way shall be completed no later than September 1, 2018.
3. The Parties hereby agree and acknowledge that if SUN fails to fully perform the duties and obligations as set forth in Paragraph 1 of this Agreement, then the City shall have no duty or obligation to perform the duties and obligations set forth in Paragraph 2 of this Agreement.
4. Miscellaneous provisions
 - a. No delay by a party in enforcing any part of this Agreement shall be deemed a waiver of any of said party's rights or remedies, nor shall such delay be deemed a waiver of any subsequent breach or default by the other party.
 - b. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.
 - c. A defaulting party shall not be liable for delays in the performance of its obligations hereunder when the default is caused by acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions or regulations, acts of war, civil unrest, fire or other casualty, or any causes beyond the reasonable control of the defaulting party.
 - d. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

Venue for any action involving this Agreement shall be solely and exclusively in a court of proper jurisdiction in Gillespie County, Texas.

- e. The parties agree that the Agreement should be construed fairly and simply and not strictly against either party.
- f. This Agreement binds and inures to benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, assigns, and successors in interest.
- g. This Agreement is the sole and only agreement between the parties regarding the subject matter hereof, and it incorporates all other written, verbal, express, and implied agreements made between and party or agent of any party of this Agreement in connection with such matters.
- h. No amendment, modification or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated, and duly executed by the parties subsequent to the date of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative.

SUNRISE FIELDS, INC.

By:_____ Date:_____

Printed Name:_____ Title:_____

CITY OF FREDERICKSBURG, TEXAS

By:_____ Date:_____
Kent Myers, City Manager

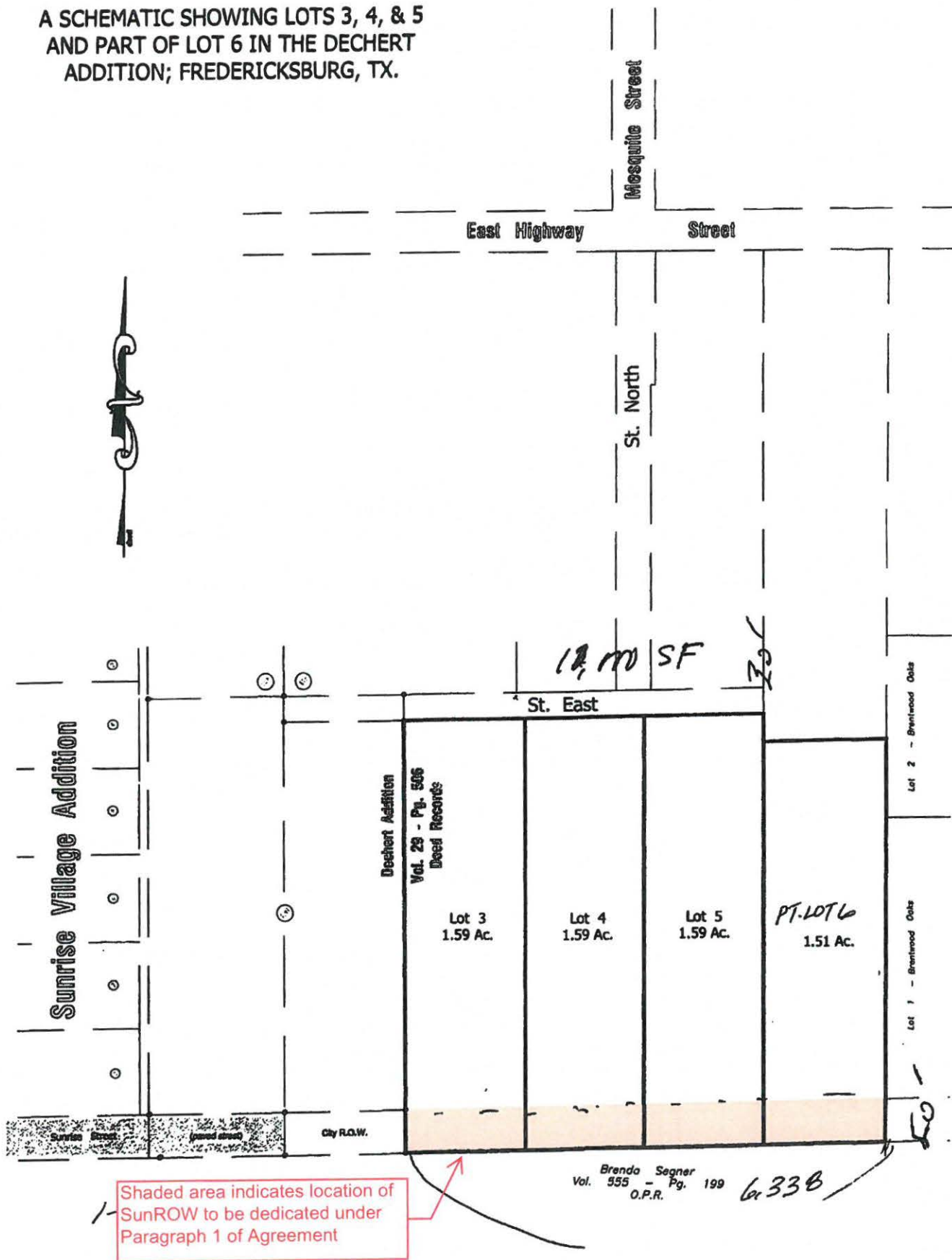
CONSENT AND JOINDER BY LENDER

The undersigned Texas Regional Bank ("Lender"), the beneficiary under that certain Deed of Trust (the "Deed of Trust") recorded as Instrument No. 20175451 in the Official Public Records of Gillespie County, Texas, and encumbering, among other property, Lots 3, 4, 5, and part of Lot 6 in the Dechert Addition ("Sun Lots"), hereby joins in the execution of this Agreement for the purpose of evidencing (i) Lender's consent to this Agreement, and (ii) Lender's agreement that any foreclosure of the Deed of Trust or any other liens or security interests held by Lender encumbering the Sun Lots (collectively, the "Liens"), or any conveyance of the Sun Lots or any portion thereof in lieu of foreclosure, or any other exercise of any remedial rights by Lender under or relating to the Liens or the indebtedness secured thereby, shall not extinguish this Agreement or any of the rights, interests, obligations or remedies contained therein or created thereby, all of which shall survive any such foreclosure, conveyance or other remedial action and shall remain in full force and effect and shall be binding upon the Sun Lots and all parties having any right, title or interest therein as a covenant running with the Sun Lots.

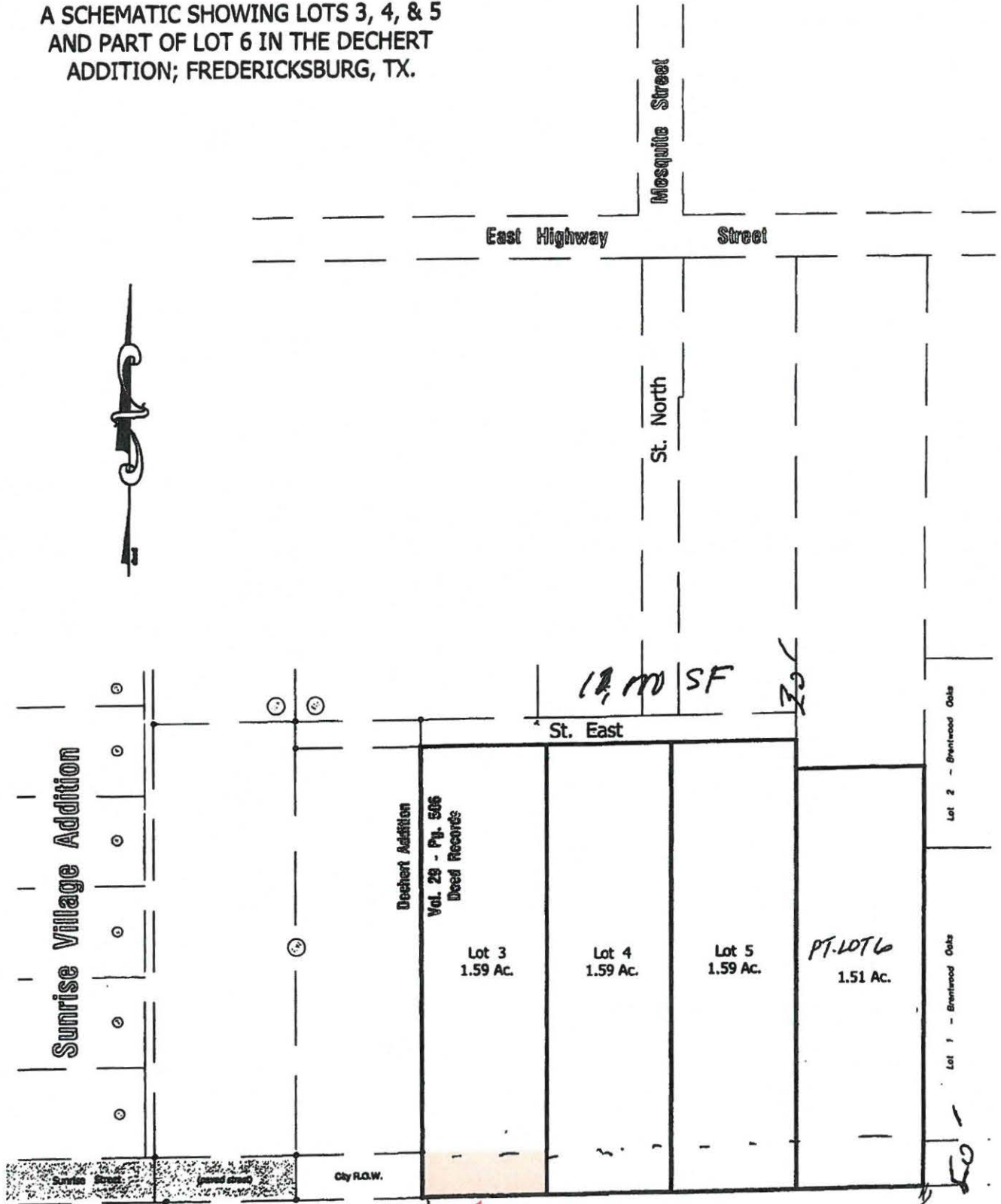
By:_____ Date:_____

Printed Name:_____ Title:_____

A SCHEMATIC SHOWING LOTS 3, 4, & 5
AND PART OF LOT 6 IN THE DECHERT
ADDITION; FREDERICKSBURG, TX.

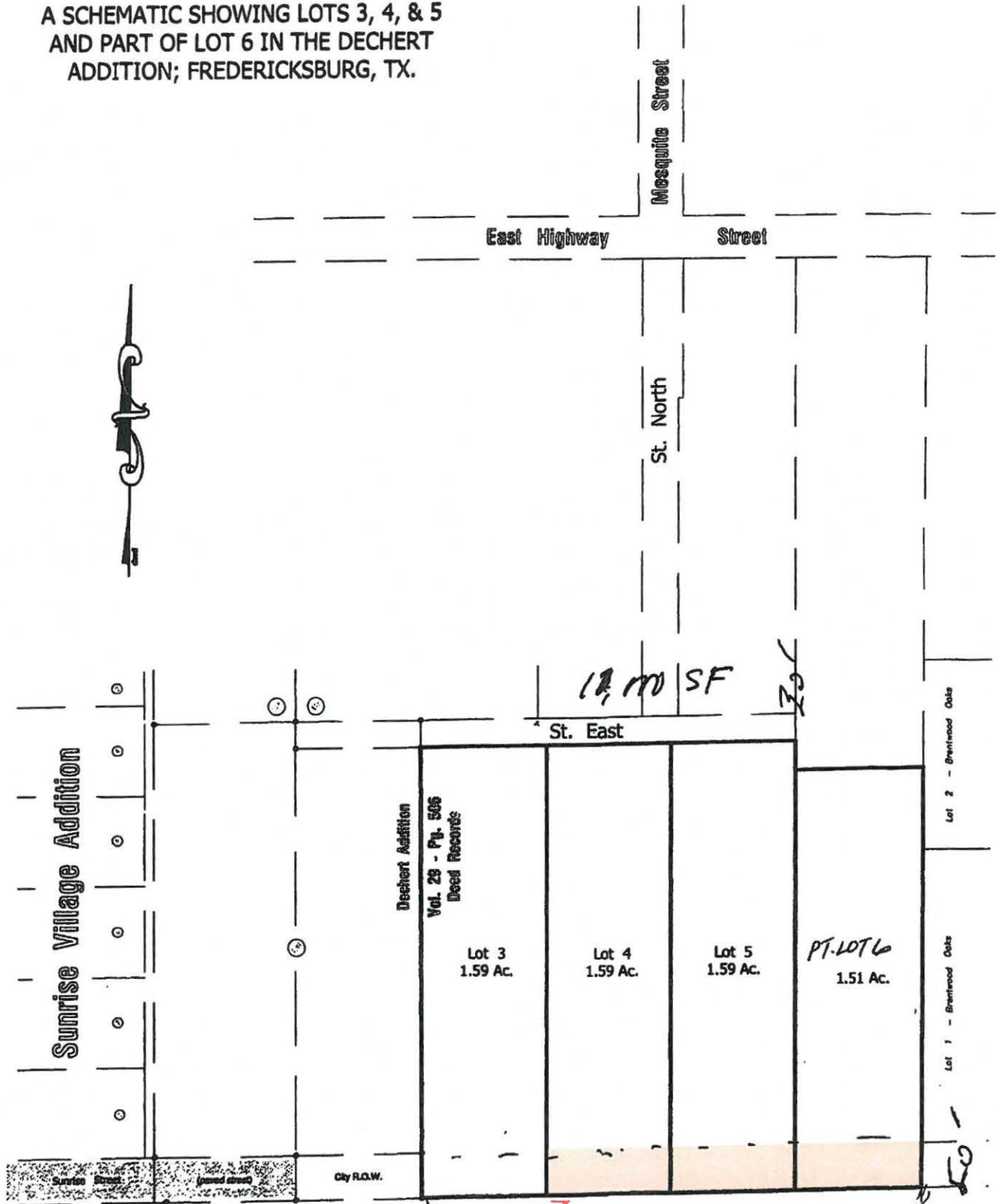


A SCHEMATIC SHOWING LOTS 3, 4, & 5
AND PART OF LOT 6 IN THE DECHERT
ADDITION; FREDERICKSBURG, TX.



Shaded area indicates portion of
SunROW to be dedicated under
Paragraph 1(a) of Agreement

A SCHEMATIC SHOWING LOTS 3, 4, & 5
AND PART OF LOT 6 IN THE DECHERT
ADDITION; FREDERICKSBURG, TX.

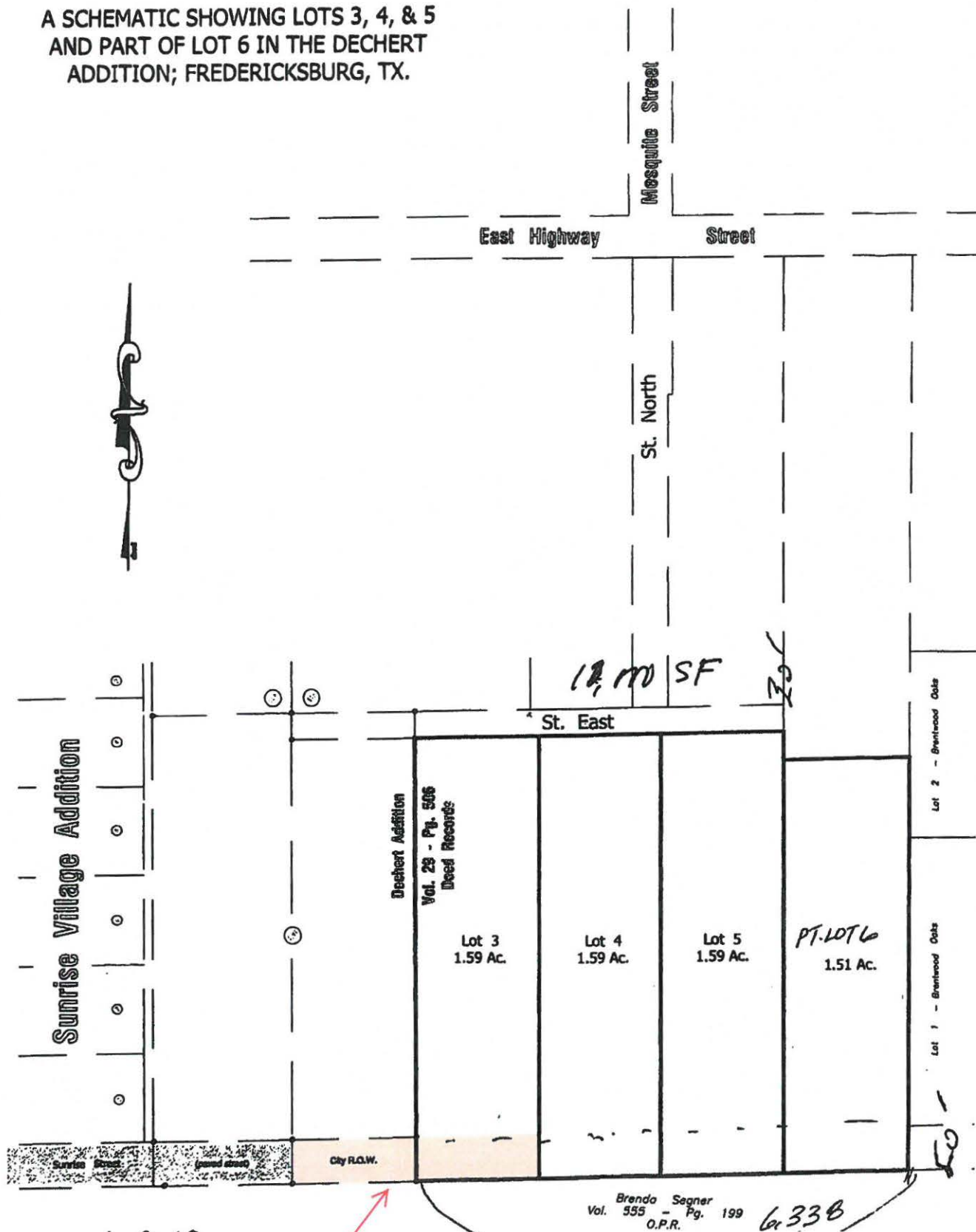


Shaded area indicates portion of
SunROW to be dedicated and held
in escrow under Paragraph 1(b) of
Agreement

Brenda Segner
Vol. 555 - Pg. 199
O.P.R.

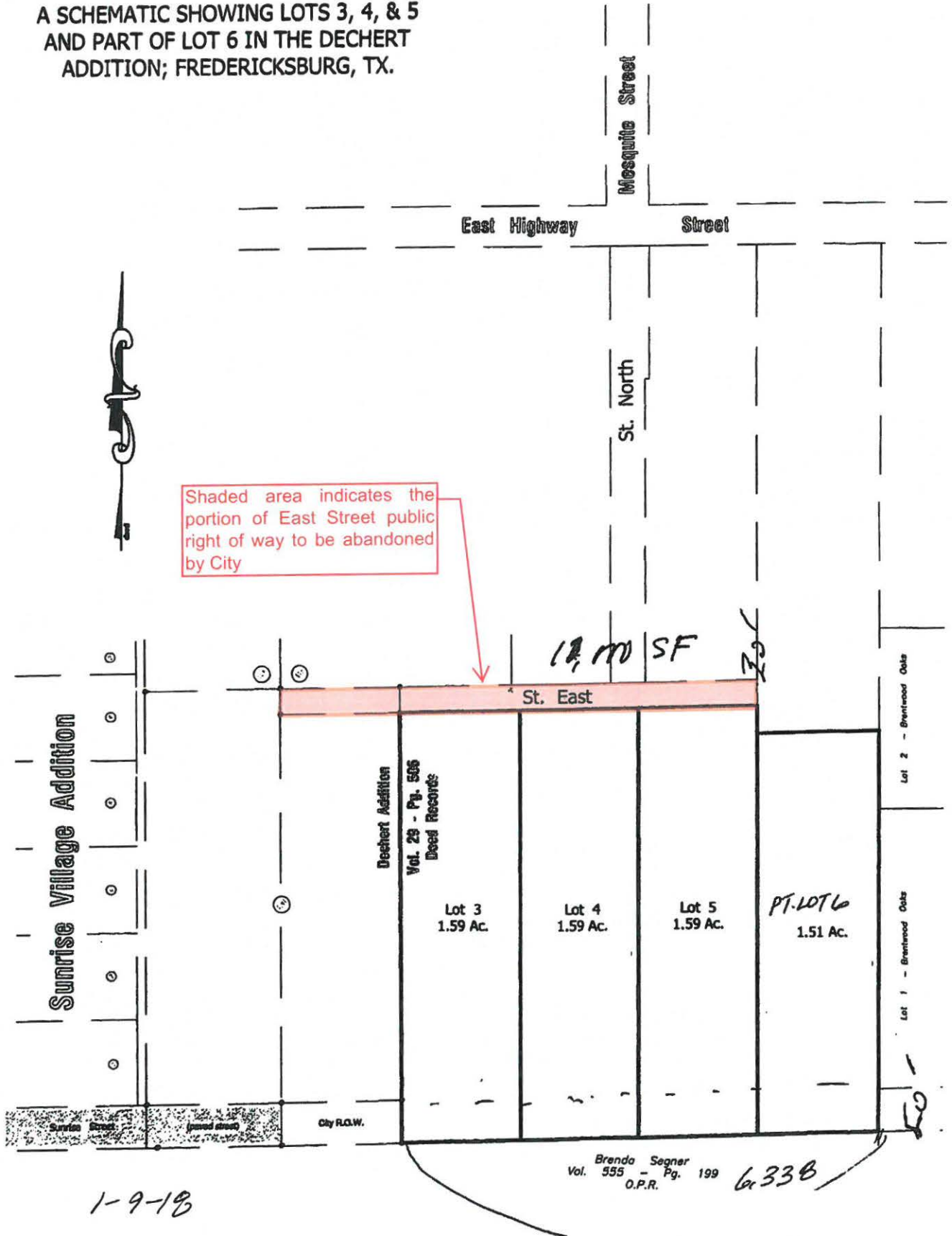
6r 33B

A SCHEMATIC SHOWING LOTS 3, 4, & 5
AND PART OF LOT 6 IN THE DECHERT
ADDITION; FREDERICKSBURG, TX.



Shaded area indicates location of
Sunrise Street extension under
Paragraph 2 of Agreement

A SCHEMATIC SHOWING LOTS 3, 4, & 5
AND PART OF LOT 6 IN THE DECHERT
ADDITION; FREDERICKSBURG, TX.





CITY COUNCIL MEMO

DATE: March 19, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Fort Martin Scott Master Plan

Summary:

City Council approved a budget of \$25,000 to develop a Fort Martin Scott Master Plan. Staff put out an RFQ in January 2018, and received 5 responses. A committee comprised of staff and members of the Fort Martin Scott Advisory Board reviewed all the responses and interviewed the top two firms. SWCA Environmental Consultants was selected as the top firm. SWCA can prepare a streamlined Master Plan for Fort Martin Scott and stay within the \$25,000 budget. SWCA has a 25 year history of historic preservation and cultural resource management services in Texas. They have broad experience with historic resource evaluations, development of historic contexts, and recommendations for appropriate treatment of historic resources. SWCA will receive input from stakeholders during the process of developing the plan.

Recommendation:

Staff recommends approval of the professional services agreement with SWCA Environmental Consultants to complete a Master Plan for Fort Martin Scott for \$25,000.

Background / Analysis:

Previous master planning for Fort Martin Scott was completed in 2003 but was not finalized. A Preservation Plan was completed in 1983. These documents will be provided to be incorporated into the new master plan. The Texas Historical Commission (THC) is the state agency for historic preservation. The Fort Martin Scott Master Plan must adhere to THC guidelines for preservation of its architectural and archeological features. Once a draft plan is developed, the THC will have a chance to review and make comments prior to the Final Master Plan.

Attachments:

Professional Services Agreement, Exhibit A: SWCA Project Approach



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

37

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the City of Fredericksburg ("City"), a political subdivision of the State of Texas with its principal place of business at 126 W. Main Street, Fredericksburg, Texas, 78624, and SWCA Environmental Consultants ("Contractor"), with its principal place of business at 4407 Monterey Oaks Blvd., Building 1, Suite 110, Austin, Texas, 78749.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

1. Term. Unless terminated earlier as provided herein, this Agreement shall commence on the date of execution by both Parties and terminate on March 1, 2019.
2. Contracting Services and Relationship.
 - (a) Services. During the Term, Contractor shall provide professional services (to be known collectively as "Services") to City as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. Contractor shall complete performance of all Services before September 30, 2018.
 - (b) Relationship. The Parties agree and acknowledge that Contractor is to be considered an independent contractor, and not an employee of City. City shall not be liable for employment or withholding taxes for Contractor. Contractor is solely liable for Contractor's expenses incurred in performing the Services. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit offered by City or its subsidiaries or affiliates for the benefit of City employees or volunteers. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract on behalf of or as an agent of City.
3. Compensation. In consideration for Contractor's performance of the Services, City shall pay a fee of Twenty Five thousand dollars (\$25,000.00) to Contractor. Contractor must invoice the City based on progress of Services performed, and City shall make progress payments to Contractor, based on the following invoicing schedule:

Milestone	% to be invoiced upon completion
Execution of this Agreement	40%
Submittal of initial draft deliverables to City	30%
Submittal of final deliverables to City	30%

4. Termination.
 - (a) Breach. This Agreement may be terminated by the non-defaulting party upon a breach of a material term or condition of this Agreement, when said breach is not cured by defaulting party within thirty (30) days of receiving written notice of breach from the non-defaulting party.
 - (b) Non-appropriation. This Agreement is subject to the availability and appropriation of budgeted funds by City, and upon an occurrence of non-appropriation by City, this Agreement shall terminate immediately.
5. Survival upon Termination. Upon termination of this Agreement, the provisions set forth in Section 6, Section 7, and Section 10(f) of this Agreement shall survive termination of this Agreement.
6. Ownership. "Work Product" is defined as all deliverables generated by Contractor in the performance of the Services, and all modified, intermediate and partial versions thereof. Contractor acknowledges that all Work Product is work made for hire and is the property of City, including any copyrights or other intellectual property rights pertaining thereto.
7. Confidential Information. Contractor agrees to keep confidential and to not disclose any of the Work Product. Contractor shall not disclose or appropriate any Work Product for Contractor's own use.
8. Force Majeure. A defaulting party shall not be liable for delays in the performance of its obligations hereunder when the default is caused by acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions or regulations, acts of war, civil unrest, fire or other casualty, or any causes beyond the reasonable control of the defaulting party.
9. Assignment. This Agreement may not be assigned by Contractor without the prior written consent of City, which consent may be withheld in the sole discretion of City. This Agreement shall inure to the benefit of City and its successors or assigns.
10. Miscellaneous.
 - (a) This Agreement shall be governed by the laws of the State of Texas. Any litigation or other legal action under this Agreement shall be filed in a court of proper jurisdiction in Gillespie County, Texas.
 - (b) This Agreement may only be amended or modified by a written amendment executed by the Parties.

- (c) All notices and other communications hereunder shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement. Notices and communications are deemed effective when actually received by the addressee.
- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.
- (e) The failure of City at any time to enforce performance by Contractor of any provisions of this Agreement shall in no way affect City's rights thereafter to enforce the same, nor shall the waiver by City of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.
- (f) Contractor shall indemnify, defend and hold harmless City and its officers, directors, agents, employees and volunteers, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses including reasonable attorneys' fees, arising out of or relating to Contractor's performance of its obligations hereunder, including but not limited to, acts or omissions, including negligent or willful acts or omissions by Contractor or anyone Contractor has engaged to perform any portion of the Services, Contractor's breach of this Agreement, or any claim for taxes that might arise or be imposed due to this Agreement or the Contractor's performance of Services hereunder.
- (g) This Agreement shall in all cases be construed simply, as a whole, and in accordance with its fair meaning. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

City

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

Austin Office
4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel: 512.476.0891 Fax: 512.476.0893

EXHIBIT A

March 13, 2018

Andrea Schmidt
Director of Parks and Recreation
City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624

Re: Revised Project Approach – Fort Martin Scott Master Plan

Dear Ms. Schmidt:

SWCA Environmental Consultants (SWCA) is pleased to provide this revised project approach for preparation of the Fort Martin Scott Master Plan. It is similar to that provided in our response to the City of Fredericksburg's Request for Qualifications, but more streamlined in nature to meet the budgetary constraints of the project.

If you have any questions or require additional information, please do not hesitate to contact me at (512) 476-0891 or mhandly@swca.com, or Anne Oliver, Architectural Historian and Project Manager, at (801) 322-4307 or aoliver@swca.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Handly". The signature is fluid and cursive, with a large, sweeping loop at the end.

Martin Handly
Cultural Resources Director, Austin

Table of Contents

REVISED PROJECT APPROACH	1
1. Gathering documentation.....	1
2. Writing and producing the Fort Martin Scott Master Plan.....	2
3. Final Document Preparation	3

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REVISED PROJECT APPROACH

The City of Fredericksburg has contracted with the team of SWCA Environmental Consultants (SWCA) and Asakura Robinson to assist with the development of a Master Plan for Fort Martin Scott. Originally established as a U.S. Army fort in 1848, the history of the site is also linked to the Texas Rangers and was the Braeutigam family farm until 1959 when the City of Fredericksburg purchased it. Today, the site is open for self-guided tours. The Fort Martin Scott Advisory Board oversees the site on behalf of City Council and has developed a vision for the site, which will be reflected in the final plan. The project team will also seek input from the volunteer group Friends of Fort Martin Scott, which organizes special events and provides volunteer hosts to enhance the visitor experience. Listed in the National Register of Historic Places (NRHP) in 1979 and designated a State Antiquities Landmark (SAL) in 1988, Fort Martin Scott is a place of interest for the approximately 1.5 million visitors to Fredericksburg each year.

The project team has revised our approach for the Fort Martin Scott Master Plan (as originally proposed in our response to the Request for Qualifications) to meet the stated budgetary constraints. Changes are tracked in this document through the use of strikethroughs for deleted text and italic lettering for new text.

1. GATHERING DOCUMENTATION

- Hold a kick-off meeting/~~conference call~~ with members of the Fort Martin Scott Advisory Board, Friends of Fort Martin Scott, and representatives from the City of Fredericksburg to discuss the vision and goals for the site. *This meeting will be combined with the site visit proposed in Step 2.*
- Acquire and thoroughly review copies of the 1983 Preservation Plan and the 2003 draft Master Plan for Fort Martin Scott and develop a list of key points to incorporate into the new plan and a list of potential planning ideas to consider. *Total time: approximately 2 hours.*
- Review the 1979 NRHP nomination and the 1988 SAL documentation to develop a preliminary historic overview and identify areas for additional *future* research. *Total time: approximately 3 hours.*
- Conduct a site visit with all key project team members to assess the site. In addition to evaluating building and site conditions and historic integrity, the team will do both a guided and self-guided tour of the site to understand the current visitor experience. *Total time: approximately 50 hours.*

- Identify archival repositories, such as Pioneer Library and the Gillespie County Historical Society and conduct *limited* historic research.

2. WRITING AND PRODUCING THE FORT MARTIN SCOTT MASTER PLAN

Based on the documentation review, site visit, and additional research, the project team will begin preparing the different sections of the Master Plan as outlined in the ~~RFQ~~ *project approach*. Key project staff will work with local stakeholders to coordinate the gathering of additional information, meetings, and/or site visits as needed to complete their tasks.

Below is the division of labor proposed by the SWCA / Asakura Robinson team. Final quality control and technical editing will be complete by SWCA as the lead firm for the project.

1. Vision Statement:

The SWCA project manager will finalize the Vision Statement with input from the Asakura Robinson team as well as Fort Martin Scott stakeholders. *Total time: approximately 2 hours.*

2. Executive Summary

The SWCA project manager will finalize the Executive Summary once all sections of the Master Plan are completed so as to provide a concise and engaging outline of the purpose and background information for the plan itself. *Total time: approximately 2 hours.*

3. Historical Overview

The SWCA architectural historian, with assistance from the SWCA archaeologist, will prepare a *detailed summary* historic context for the site based on the previous historic documentation and *limited* additional research. The historic context will be sufficient for the project team to determine if the existing NRHP listing and/or the SAL designation should be amended. *Total time: approximately 20 hours.*

4. Organization Overview and Goals and Objectives for the Use of the Historic Site

The SWCA historic preservation specialist will prepare *an outline* history of the administering organization and together with the SWCA project manager will lead the collaborative effort to define the goals and objectives for the ongoing use, care, and management of the site. Like the Executive Summary, this section will be finalized near the end of the project and will include recommendations provided by all key staff. *Total time: approximately 4 hours.*

5. Development Plan

The Asakura Robinson project manager / planner and landscape designer will lead the Development Plan preparation. They will provide a broad perspective for how the goals and objectives for physical development of the site will be implemented and how they will shape it over time. The SWCA architectural historian and archaeologist will provide assistance in evaluating proposed plans ~~and coordinating with the~~ *to ensure that they adhere to the guidelines of the Texas Historical Commission's (THC's) Archaeology and Architecture Divisions using SWCA's knowledge of the state antiquities laws, preservation guidelines, and past experience coordinating projects for review by the state.* *Total time: approximately 30 hours.*

6. Preservation Plan

The SWCA project manager and historic preservation specialist will lead the preparation of the Preservation Plan ~~and an associated maintenance plan~~, with assistance from the Asakura Robinson team as needed for

the exterior spaces of the site. This section will provide a *simple inventory and evaluation* of the historic resources on the site; *general* recommendations for addressing existing issues; and planning for future work on the resources that meets the Secretary of the Interior's Standards for the Treatment of Historic Properties. *General recommendations for routine maintenance will also be provided. Total time: approximately 10 hours.*

7. Use Plan

The SWCA project manager and project controller will lead the Use Plan preparation efforts to ~~create a guidance tool for~~ *provide an overview of current use and general recommendations* for managing the site, including ~~providing recommendations for~~ scheduling and management responsibilities. Asakura Robinson staff will assist with tasks specific to overall site maintenance. *Total time: approximately 4 hours.*

8. Disaster Plan

~~Key staff from both SWCA and Asakura Robinson will jointly provide recommendations for~~ developing a Disaster Plan to provide guidance in the event of an emergency situation at the site. The decision-making responsibilities and recovery tasks will be assigned to roles within the management structure, rather to specific individuals, to ensure long-term continuity. *Total time: approximately 2 hours.*

9. Interpretation Plan

The SWCA architectural historian and archaeologist, working with the Asakura Robinson designers, will develop the Interpretation Plan. Based on the guided tour, review of existing signage/collections, and the ~~expanded~~ historic overview, SWCA will make *general* recommendations for updating the ways in which the complex history of the site is presented to the public. Asakura Robinson will make *general* recommendations for graphics and layouts for interpretive signs and other materials. *Total time: approximately 10 hours.*

10. Business Plan and Financial Plan

The SWCA project controller ~~will recommends combining~~ these sections within the Master Plan, ~~particularly as because~~ the organization and financial structure for Fort Martin Scott is a subset of the overall organization and financial structure for the City of Fredericksburg. The section will ~~also provide a high-level overview of the current business and financial plans for the site, as well as~~ information on the management and financial contributions of the Friends of Fort Martin Scott to the administration of the site, *followed by general recommendations for future improvements or changes. Total time: approximately 4 hours.*

The final plan will also include a table of contents and any appendices the project team creates. Based on the project scope, the project team believes that the plan sections described above will be sufficient to provide a working Master Plan for Fort Martin Scott *that can be updated and supplemented with more detailed information as time and budget allow.*

3. FINAL DOCUMENT PREPARATION

The project team will prepare a draft Master Plan for the stakeholders *and THC* to review and comment on. ~~Because Fort Martin Scott is a publicly owned site, we recommend a public meeting for input on the recommendations for Development, Preservation, Use, and Interpretation sections of the plan. Project staff at both SWCA and Asakura Robinson will facilitate the meeting.~~

After stakeholder review ~~and the public meeting~~, the project team will finalize the Master Plan and deliver it for adoption by the City of Fredericksburg. Because the Master Plan *will be general nature and is also* intended to be a living document, the final report will be produced in a format that facilitates regular updates and additions. *Total time: approximately 54 hours.*



CITY COUNCIL MEMO

DATE: March 19, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Temporary Soccer Fields on Future Sports Park Property

Summary:

The Fredericksburg Youth Soccer Association has requested temporary soccer fields to be built on ten acres of the future sports park property. Allen Keller has made a commitment to donate the labor and equipment to flat roll ten acres. The City will move the existing fence out approximately 50 feet to create additional parking. The Soccer Association will be responsible for all maintenance and upkeep of the temporary fields. If approved, we will work with the City Attorney and the Soccer Association to create a use agreement for these fields for no more than two years with a renewal option.

Recommendation:

Consider accepting labor donation to build temporary soccer fields at the sports park property and creating an agreement with the soccer association for use and all maintenance and upkeep of these fields.

Background / Analysis:

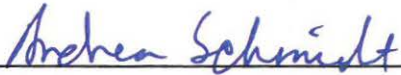
The City of Fredericksburg

47

The City has only one soccer field at Old Fair Park. The soccer association is using the outfields at Oakcrest Park. Their league has grown to about 550 kids and seven select teams that play year round. While the City works on plans for permanent fields, the soccer association is in need of temporary fields today. These fields would fill that need until a permanent solution can be found

Attachments:

Power Point presentation



Department Approval



City Attorney Approval



City Manager Approval



THE CITY OF
Fredericksburg, Texas

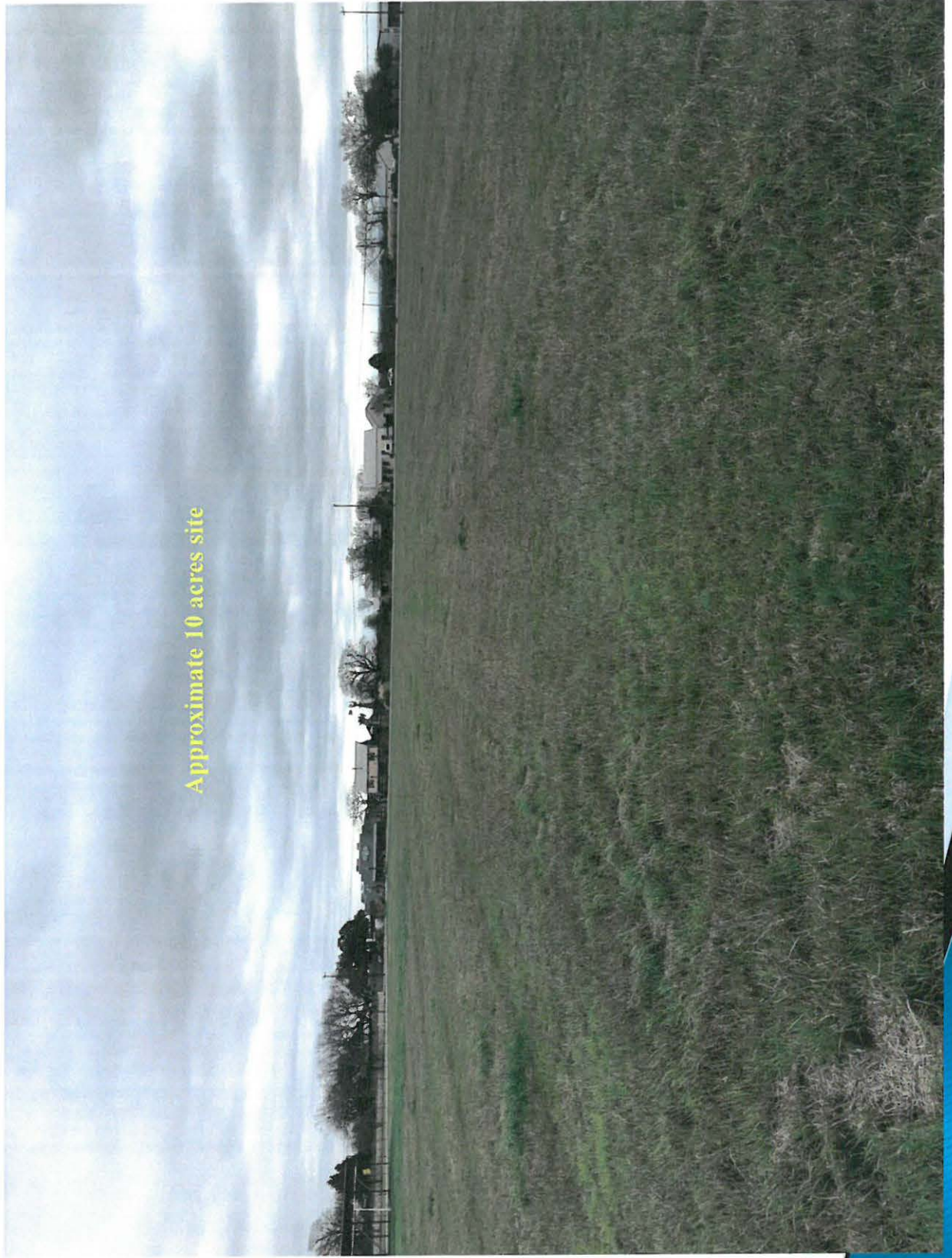






THE CITY OF
Fredericksburg, Texas

51



Approximate 10 acres site





CITY COUNCIL MEMO

DATE: March 19, 2018

TO: Mayor and City Council

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

SUBJECT: Utility Rate Model and Water and Wastewater Impact Fee Update

Summary:

This item is for approval of an agreement with HDR Engineering to provide assistance to the City in updating the City's previously developed utility rate model. HDR will also perform an update to the City's existing water and wastewater impact fees.

Recommendation:

Staff recommends approval of the agreement with HDR Engineering in the not to exceed amount of \$44,454.00.

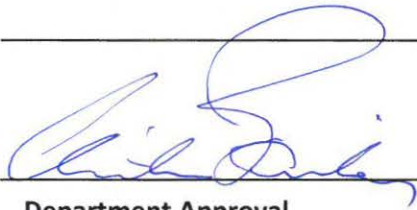
Background / Analysis:

HDR developed a utility rate model for the City in 2013 for the City's water, wastewater and electric utilities. As part of this effort, HDR will offer support in updating the utility rate model for the FY19 study period for water and wastewater utilities. HDR will be responsible for inputting data provided by City staff into the rate model and reviewing the results with the City. This update to the utility rate model will incorporate forecasts of the year-ending FY18 budget, prospective FY19 budget information, and updated cost estimates from the City's Capital Improvement Plan (CIP).

The City's Water and Wastewater Impact Fees should be updated every 5 years. The last update to the City's Water and Wastewater Impact Fee was made in 2008. As part of this effort, HDR will develop land use assumptions and update the Capital Improvements Plan both of which will be used in developing the calculation of the impact fees. Next, based on input from City Staff, City Council and the public, HDR will review the City's existing Impact Fee ordinance for needed changes and provide feedback to City Staff. HDR will develop support materials and coordinate with various stakeholders in the fee development process to assure that provisions of Texas Local Government Code 395 are met and that all key parties are adequately informed. HDR will ultimately develop an amended Impact Fee Ordinance for formal City Council approval at the conclusion of this effort.

Attachments:

Task Order No. 7 (Agreement)



Department Approval



City Attorney Approval



City Manager Approval

The City of Fredericksburg

54

TASK ORDER No. 7

This Task Order pertains to an Agreement by and between the **City of Fredericksburg, Texas**, ("OWNER/CITY"), and **HDR Engineering, Inc.** ("ENGINEER/HDR"), dated September 6, 2013, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 7

PROJECT NAME: **Utility Rate Model Update Assistance & Water and Wastewater Impact Fee Update**

PART 1.0 PROJECT DESCRIPTION:

This project will provide assistance to the CITY in updating the previously developed utility rate model. HDR will also perform an update to the CITY's existing water and wastewater impact fees.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 – Utility Rate Model Update

HDR has been asked to support the update of the City of Fredericksburg's utility rate model for the FY19 study period. HDR will be responsible for inputting data provided by CITY staff into the rate model and reviewing the results with the CITY. The requested efforts to update the utility rate model will incorporate forecasts of the year-ending FY18 budget, prospective FY19 budget information, and updated values from the CITY's CIP. This update will not include water use patterns from a download of the customer billing database into the rate model. Reporting on the model will be limited to a PowerPoint presentation summarizing the issues, a proposed rate table and provision of an updated model to the CITY. This effort will include up to five (5) meetings (one [1] meeting will be with CITY staff to review assumptions in the model, two [2] City Council workshops, and two [2] City Council meetings). Should more meetings be needed or requested, additional fee will be negotiated prior to those meetings being held.

Task 2 – Water and Wastewater Impact Fee Update

Develop Land Use, Capacity and New CIP Data for Water & Wastewater Impact Fee Update

ENGINEER will develop the land use assumptions and update the Capital Improvements Plan by working closely with CITY staff underlying the calculation of the impact fees in compliance with Texas Local Government Code 395. In particular, these issues will be reviewed:

- Where will the CITY likely charge the fees, i.e. its impact fee service area?
- Current and prospective land use mix, densities, or land use/equivalent service unit assumptions.
- Current available utility capacity, if any, in the existing system.
- What capital projects (with excess capacity) have already been funded?
- What new capital projects are needed in the 5- to 10-year time frame?

Each of the existing capital projects with excess capacity or new capital project items discussed above needs to be identified or quantified in terms of:

1. Type of Facility
 - a. Water
 - i. Water Supply
 - ii. Treatment
 - iii. Ground Storage
 - iv. Elevated Storage
 - v. Pumping & Transmission
 - b. Wastewater
 - i. Treatment
 - ii. Pumping & Interceptors
2. Cost to construct
3. Used/available capacity
4. Cost per Living Unit Equivalent for new capacity

Neighborhood water distribution and wastewater collection facilities will not be assessed as part of the fee basis, as either: (a) these facilities are developer contributed; or (b) City-spending on these facilities is for rehabilitation or replacement benefit for existing customers (both of which are fee ineligible items).

ENGINEER will develop existing (2018) and projected (2027) land use and population data for the CITY and its ETJ service areas in order to be used as a consistent basis for defining facility demand in the separate water and wastewater service areas. It will be the CITY's responsibility to provide information relating to any outstanding debt associated with existing water and wastewater facilities.

Data to be supplied, developed or compiled by the parties involved in this study are listed below.

City of Fredericksburg

- Water and wastewater service area delineation.
- Electronic file or map of intended impact fee service area.
- A recent month meter size inventory of: (a) water customers; and (b) sewer customers.
- A fixed assets model listing of existing water and wastewater infrastructure and original cost, grouped by type of facility and subtotaled by:

- water supply
- water treatment
- pumping
- elevated storage
- ground storage
- water transmission (not distribution)
- wastewater treatment
- lift stations
- interceptors (not collection)
- Capacity of existing water and sewer facilities aggregated by type of facility listed above.
- Outstanding water and wastewater debt by type of facility listed above.
- An updated 10-year Capital Improvements Plan (for spending expected to occur between 2018-2027) listing type of facility, project name, projected installed costs, and anticipated service capacities for future projects underlying the proposed fees.
- Placing of public notices and payment of advertising costs.
- Coordination with CITY Attorney, as needed.

HDR

- Calculation of unit capital costs, rate credits and maximum fee amounts.
- Water and sewer utility service area population growth and land use data for the “snapshot” years 2018 and 2027 (to be developed with input from CITY staff).
- If new projects provide for service to existing customers, what percent of new project capacity is available for growth?
- Paper or electronic file mock-ups of the public notices.
- Presentation on the fee assumptions and proposal.
- An Advisory Committee report.
- A draft revised municipal ordinance.
- A copy of the electronic spreadsheet used to model and calculate the fees.

Impact Fee Calculation and Application

ENGINEER will use the land use and capital improvements program information previously developed to calculate maximum fee amounts. The first step is to develop a weighted average cost of capital per service unit for each type of utility facility. The fee calculation will consider capital payments through the rates or the 50% deduction allowed in Texas Local Government Code 395. The calculations and fee design will also be divided into component parts of the water and wastewater utilities to allow for credits or offsets against a full fee amount, should the entity paying the fee provide for an acceptable portion of eligible capital at their own expense. It should be noted that ENGINEER’s ability to develop component fees is dependent upon the CITY being able to segregate its outstanding debt into facility types.

The full cost of capital for these utility components will be calculated and then pro-rated to a lesser amount, should the Committee and/or Council decide to recommend a fee less than the maximum allowable. Data will also be provided to scale the base fee per standard service unit to allow for appropriate fee levies for larger service requirements.

ENGINEER will produce a report for approval by the Advisory Committee that meets the requirements of Chapter 395.

Review Impact Fee Ordinance

Based on input from the Committee, Council and the public, ENGINEER will review the CITY's existing ordinance for needed changes and provide that feedback to CITY staff and the CITY attorney.

Impact Fee Coordination with Committee, Council and the Public & Reporting

ENGINEER will develop support materials and coordinate with various interested stakeholders in the fee development process to assure that provisions of Texas Local Government Code 395 are met and that all key parties are adequately informed. The proposed coordination effort includes the following activities, and it is assumed that the CITY will provide meeting accommodations:

CITY Staff – Four (4) Meetings. The first meeting with the CITY staff would be a work session to discuss the land use assumptions, capital improvement needs and ordinance provisions. The second meeting would be to finalize the land use data and CIP data for the impact fee update. The third meeting would be to review the draft impact fee amount. The fourth meeting would be to review the results of the fee study and suggested ordinance revisions (the CITY Attorney will need to attend the fourth meeting).

Impact Fee Advisory Committee – Two (2) Meetings. The first meeting would be to coordinate the draft impact fee calculation and seek Committee concurrence with any revised fee proposal that would be presented at the public hearing. The second meeting with the Committee would be to review the Committee feedback, make any revisions to the fee calculations, review the draft Committee report, and seek Committee adoption for filing with Council.

Public Hearings – One (1) Meeting. Texas Local Government Code 395 calls for a one-hearing process for the update of existing water and wastewater impact fees. These public hearings must be preceded by a 30-day advance published public notice. ENGINEER will prepare the necessary information required under Texas Local Government Code 395 for the public notices for the public hearing. It is understood that the CITY will provide for the cost of publication and any certified mailings that may be required. ENGINEER will also prepare a presentation on the updated fee and provide either a lead or support role to the Committee chairman and staff in making the presentation at the public hearing.

CITY Council – One (1) Meeting. Assuming that Council will take action on the first reading of the impact fee ordinance after the closing of the public hearing that same evening, ENGINEER has budgeted for one (1) subsequent meeting with

Council to provide any needed support at a second reading of the ordinance, if required.

FORM AND FORMAT

Work produced will be in the following form or format:

Microsoft Word 2010 for word processing.

Microsoft Excel 2010 for spreadsheets.

Microsoft Access 2010 for databases.

Microsoft PowerPoint for presentations.

PART 3.0 OWNER'S RESPONSIBILITIES:

A. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. The OWNER shall at its expense:

1. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included. Provide ENGINEER with rate model and data required for rate model update.
2. Furnish to ENGINEER any other available information pertinent to the Project including previous design plans, reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Current rate model.
 - ii. Data required for rate model update.
 - iii. Data listed above for impact fee update.
 - iv. Property descriptions.
 - v. Zoning, deed, and other land use restrictions.

- vi. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - vii. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - viii. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - ix. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- 4. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
 - 5. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
 - 6. Examine all alternate solutions, studies, reports, sketches, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - 7. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - 8. Recognizing and acknowledging that ENGINEER's services and expertise do not include the following services, provide, as required for the Project:
 - i. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - ii. Legal services with regard to issues pertaining to the Project as OWNER requires, or ENGINEER reasonably requests, including but not limited to the review of Contract Documents supplied by ENGINEER.
 - iii. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.



9. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
 10. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.
 11. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
 12. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.
 13. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.
- B. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

PART 4.0 PERIODS OF SERVICE:

- A. ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).
- B. ENGINEER shall complete its obligations within a reasonable time per the following schedule:

It is anticipated that all work will be complete six (6) calendar months after ENGINEER receives NTP from the CITY. At this time the completion date is estimated to be August 30, 2018. Meeting this schedule is dependent on the City providing the data listed in Task 2 within ten (10) business days from NTP, and on completion of the CITY's reviews as outlined in this document within five (5) business days of receiving the request to begin the review(s).

- C. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of

ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.

- D. If CITY authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the amounts of ENGINEER's compensation, shall be adjusted equitably.
- E. CITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER's performance of its services.
- F. If ENGINEER fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CITY shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

PART 5.0 PAYMENTS TO ENGINEER:

- A. OWNER shall pay ENGINEER for Basic Services set forth in Part 2.0 as follows:

Compensation will be on a lump sum basis, in the amounts shown below:

Utility Rate Model Update	\$16,730.00
Water/Wastewater Impact Fee Update	\$27,724.00
Total Professional Services	\$44,454.00

- 1. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 - 2. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding seven (7) months. If such period of service is extended, the compensation amount for ENGINEER's services shall be appropriately adjusted.

PART 6.0 OTHER:

Additional Services: If it is determined that additional services are required, HDR shall submit a proposal to the CITY and receive approval in writing from the CITY before proceeding with the work.

This Task Order is executed this _____ day of _____, 2018.

THE CITY OF FREDERICKSBURG
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: Kent Myers

NAME: Carmen B. Abad-Fitts, PE

TITLE: City Manager

TITLE: Vice President

ADDRESS: 126 W. Main Street
Fredericksburg, TX 78624

ADDRESS: 613 NW Loop 410, Ste. 700
San Antonio, TX 78216