

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, APRIL 18, 2016 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Jerry Luckenbach, 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. ORDINANCES - RESOLUTIONS- ACTION ITEMS

- | | |
|---|------|
| A. Consider Amending Ordinance Regarding Watering Restrictions at City Parks | 1-4 |
| B. Consider Amending Ordinance Regarding Proposed Speed Limit Change on FM 2093 | 5-7 |
| C. Consider Resolution Approving Municipal Maintenance Agreement with TxDOT | 8-26 |

2. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

- | | |
|--|-------|
| A. Receive and Consider Update on Dog Park Construction Plan Changes | 27-28 |
| B. Receive City Water Supply Update | 29-30 |
| C. Consider Lease Amendments on Lady Bird Grill | 31-41 |
| D. Consider Proposed Amendments to Noise Ordinance | 42-43 |

3. CITY MANAGER'S REPORT

- A. Conference Center RFP
- B. Relief Route Open House
- C. Highway 87 Clean Up
- D. City Employee Recognitions

4. ITEMS FOR FUTURE AGENDAS

5. **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.

6. **COUNCIL COMMENTS** - No discussion or action may take place

7. ADJOURN



CITY COUNCIL MEMO

DATE: April 12, 2016

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Watering Restrictions-City Parks

Summary:

The attached ordinance provides for an exception to our watering restrictions for City parks.

Recommendation:

It is recommended that the attached ordinance be approved.

Background / Analysis:

Last month Jimmy Alexander reported to the City Council that the current once a week watering restrictions did not allow sufficient water for Marktplatz and other City parks facilities. The Council agreed to waive this requirement and allow watering of City parks three times a week if needed. The attached amendment to our watering restrictions is necessary to provide for this additional watering.

Attachments:

Ordinance Waiving Water Restrictions for City Parks



The City of Fredericksburg


Department Approval


City Manager Approval

②

The City of Fredericksburg

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 47-45 (b) OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG, THE DROUGHT CONTINGENCY PLAN OF THE CITY OF FREDERICKSBURG TO ADD SUBSECTION (5) TO SAID SECTION 47-45 (b) PERMANENT REQUIREMENTS AND EXEMPTIONS TO ADD AN EXEMPTION FOR THE WATERING OF CITY PARKS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fredericksburg has determined that its existing Drought Contingency Plan should be amended as follows with regard to watering City Parks and recreation areas in order to maintain the turf and landscaping for public use;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS THAT SECTION 47-45 (b) OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG BE AND IS HEREBY AMENDED TO ADD SUBSECTION (b) (5) AS FOLLOWS AS TO THE DEFINITION OF WATERING DEVICES:

Sec. 47-45. - Permanent requirements and exemptions.

(b)

The restrictions set forth in this Chapter shall not apply to the following uses of water:

- (5) For watering grass and other landscaping at City-owned or operated parks and recreation areas which may occur on any day of the week not exceeding three days per week during the hours of seven (7) pm to eleven (11) am the following day. Watering between seven (7) pm to eleven (11) am the following day shall be considered one day. All other restrictions of this ordinance will apply to such watering.

All other parts of Section 47-45 shall remain as written.

-----End of Code Text-----

Severability / 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.

Repealer

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

Penalties

Penalties provided for in the Code Ordinances of the city of Fredericksburg shall apply to violations hereof.

That this ordinance shall take effect from and after the date of its passage and publication in accordance with the law.

PASSED AND APPROVED this the _____ day of April, 2016.

Linda Langerhans, Mayor
City of Fredericksburg

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Pat McGowan, City Attorney



CITY COUNCIL MEMO

DATE: April 18, 2016
TO: Mayor and City Council
FROM: Clinton Bailey, P.E., Director of Public Works and Utilities
SUBJECT: Proposed Speed Limit Change on FM 2093

Summary:

This item is for the first reading of an ordinance amending the City of Fredericksburg Code of Ordinances changing the speed limit on portions of FM 2093 (Tivydale Road) within the City Limits of Fredericksburg.

Recommendation:

Staff recommends amending the Code of Ordinances to allow for the proposed speed limit changes.

Background / Analysis:

The Texas Department of Transportation (TxDOT) completed a speed zone study along FM 2093 from State Highway 16 South at mile point 22.533 to milepoint 20.904 at the City limit line. Based on the results of the study, TxDOT is recommending a speed change within this 1.629 mile section from 60 to 55 miles per hour.

⑤

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Attachments: TXDOT strip map



Department Approval

City Manager Approval

The City of Fredericksburg

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MAP 2 OF 2

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK or ADVISORY SPEED
CURVES OVER 2"
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS MILE
ZONE SPEEDS MPH

RURAL

FREDERICKSBURG CITY LIMITS
ZONE BY CITY ORDINANCE

20.904
1903-01

1.629 MILES

22.533
1903-01

65 MPH

55 MPH



65 MPH

55 MPH

1.629 MILES

ZONE SPEEDS MPH
ZONE LENGTHS MILE
ACCIDENTS
R.O.W. AND RDBD WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2"
BALL BANK or ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

RURAL

FREDERICKSBURG CITY LIMITS
ZONE BY CITY ORDINANCE

DIST. AUSTIN COUNTY GILLESPIE
HIGHWAY FM 2093 CITY FREDERICKSBURG, INC.
DATE OF SURVEY 08/04/15 SCALE 1" = 800'

MINUTE NO. DATE / /
REPLACES DATE / /
REPLACES DATE / /
CANCELED BY DATE / /

LIMITS OF ZONE

SECTION ONE	LENGTH 1.629 MILES	SECTION TWO	LENGTH 1.629 MILES
BEGINS	STA. OR M.P. CONT. & SECT. PROJECT	BEGINS	STA. OR M.P. CONT. & SECT. PROJECT
	20.904 1903-01		
ENDS	STA. OR M.P. CONT. & SECT. PROJECT	ENDS	STA. OR M.P. CONT. & SECT. PROJECT
	22.533 1903-01		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
● PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT
— INDICATES SECTION ZONED BY COMMISSION MINUTE

⊖ INDICATES DRIVE THROUGH SPEED DRIVE CONDUCTED BY:

SPEED ZONE



CITY COUNCIL MEMO

DATE: April 18, 2016
TO: Mayor and City Council
FROM: Garret Bonn, P.E., CFM, Assistant City Engineer
SUBJECT: Municipal Maintenance Agreement with TxDOT

Summary:

A resolution authorizing the City Manager to execute a Municipal Maintenance Agreement (MMA) with TxDOT.

Recommendation:

City staff recommends authorizing the City Manager to execute the MMA with TxDOT.

Background / Analysis:

The current City of Fredericksburg Municipal Maintenance agreement with TxDOT was agreed to on July 17, 1969. The purpose of the updated MMA (attached) is to clarify the division of maintenance responsibilities between the City and the State for the State highway system in the jurisdictional limits of the City. The roadways subject to this agreement include:

- US 290



The City of Fredericksburg

- US 87
- SH 16
- RM 965
- RM 1631
- RM 2093

A breakdown of the responsible party for maintenance of different sections of these roadways is included in Exhibit A of the updated MMA.

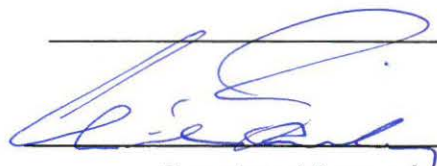
The need for the updated MMA was triggered by a developer's request to TxDOT for approval of an aerial encroachment into TxDOT ROW as part of a redevelopment of a property along Main St. A large number of structures along Main St. have existing canopies (awnings) built many years ago that extend out into the ROW. Therefore, TxDOT took no exception to the proposed encroachment and submitted a Letter of Understanding to Clinton Bailey, Director of Public Works and Utilities, to streamline future canopy encroachment requests. In response, the City issued a letter to then Burnet Interim Area Engineer Cathy Kratz agreeing to the conditions of the Letter of Understanding, one of which was to pursue completion and execution of an updated MMA which would include the Letter of Understanding as part of the document (Exhibit C).

In addition to the Letter of Understanding, the City Attorney and City staff requested that Exhibit A of the document include notes relating to angled parking and non-standard street side curbs, since, in addition to the canopies, these features are appealing to developers and typical of development along Main St. Notes are now included in Exhibit A stating that existing angled parking and non-standard curbing is permitted to remain and additional or revised angled parking may be allowed with written approval from the state, a process which is already being utilized by the City and TxDOT.

As part of the City's review, similar MMA's from surrounding communities (Blanco, Burnet, Johnson City, Mason) have been reviewed and appear to be very similar to that of the updated MMA. Therefore, the City Attorney and City staff are recommending the updated MMA's approval and execution.

Attachments:

- Resolution
- Updated MMA


 Department Approval


 City Manager Approval

⑨

The City of Fredericksburg

Resolution

10

The City of Fredericksburg

RESOLUTION NO. _____
City of Fredericksburg

A RESOLUTION APPROVING THE AGREEMENT DATED APRIL _____, 2016 BETWEEN THE STATE OF TEXAS AND THE CITY OF FREDERICKSBURG, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF FREDERICKSBURG, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS:
That that certain agreement dated April _____, 2016, between the State of Texas and the City of Fredericksburg for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Fredericksburg be and the same is, hereby approved; and that the City Manager, Kent Myers, is hereby authorized to execute said agreement on behalf of the City of and to transmit the same to the State of Texas for appropriate action.

PASSED: On April 18, 2016

ATTEST:

THE CITY OF FREDERICKSBURG, TEXAS

Shelley Britton
City Secretary, City of Fredericksburg

By: Kent Myers
City Manager, City of Fredericksburg

APPROVED AS TO FORM:

Pat McGowan
City Attorney

Updated MMA



The City of Fredericksburg

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MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____ Fredericksburg (population _____ 10,530 _____, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Fredericksburg

on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

CITY OF _____

BY _____

(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____

(District Engineer)

_____ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT A
NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

Maintenance of the following highways shall include: Base and surface, buttons and striping, signs, assist in maintenance of roadside ditches.

- 1) US 290: from west City limits to east City limits
- 2) US 87: from south City limits to US 290
- 3) US 87: from US 290 to west City limits
- 4) SH 16: from south City limits to north City limits
- 5) RM 965: from US 290 to north City limits
- 6) RM 1631: from US 290 to north City limits
- 7) RM 2093: from west City limits to SH 16

II. CITY MAINTAINED

Maintenance of the following highways shall include: All duties which are not specifically delineated as being the State's responsibility as noted above.

- 1) US 290: from west City limits to east City limits
- 2) US 87: from south City limits to US 290
- 3) US 87: from US 290 to west City limits
- 4) SH 16: from south City limits to north City limits
- 5) RM 965: from US 290 to north City limits
- 6) RM 1631: from US 290 to north City limits
- 7) RM 2093: from west City limits to SH 16

NOTES:

(1) All angle parking existing at the time of execution of this agreement is permitted to remain as is. The construction of any future angle parking, whether by new construction or reconstruction of existing areas, shall comply with condition 1 on page 4 and will require written approval by the State.

(2) All non-standard street side curbs existing at the time of execution of this agreement are permitted to remain as is. The construction of any future curbs, whether by new construction or reconstruction of existing areas, shall meet the design standards current at the time of construction.

EXHIBIT A
NON-CONTROLLED ACCESS HIGHWAYS
MAP

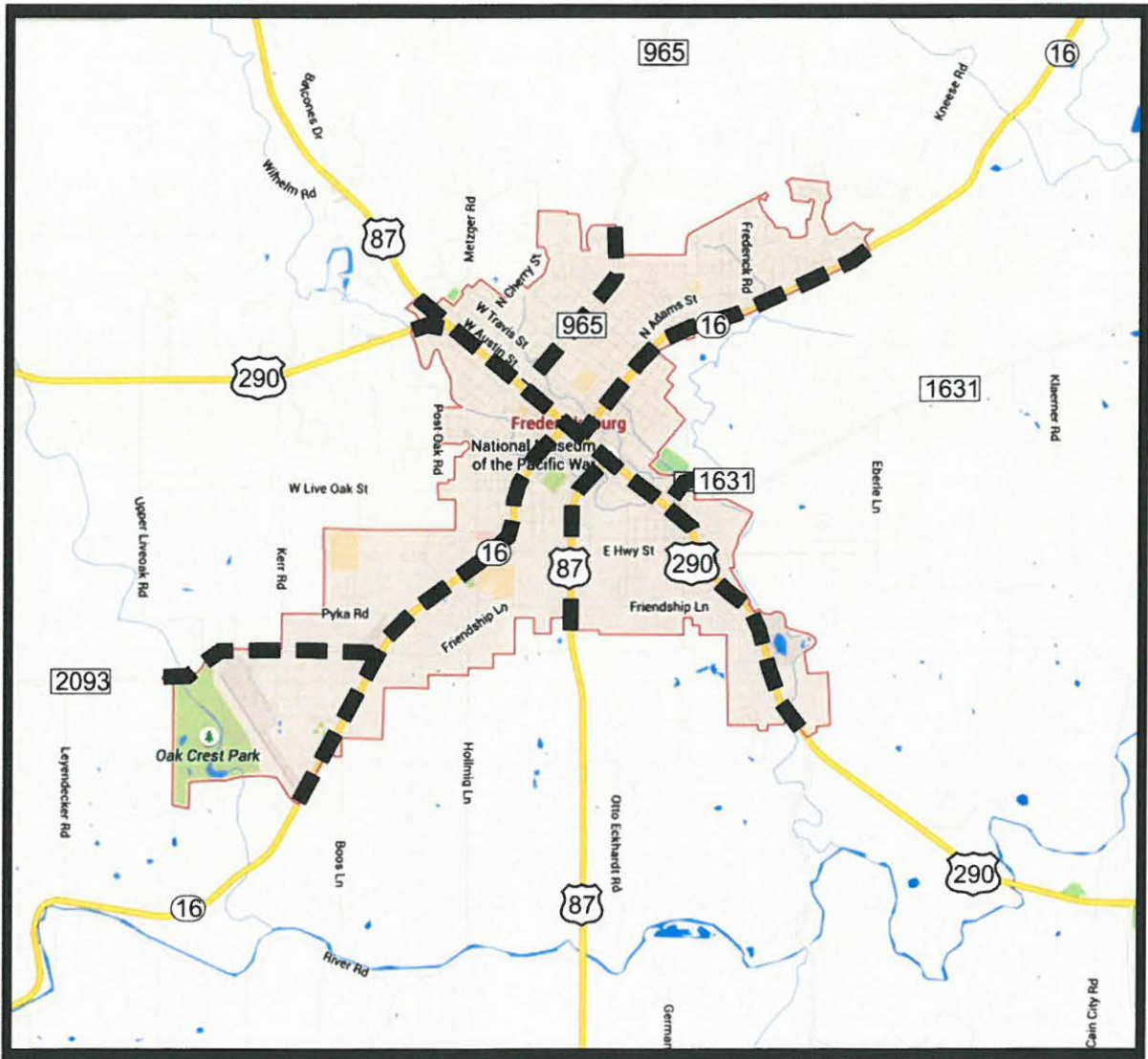


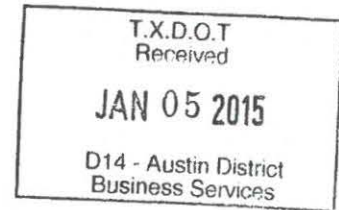
EXHIBIT B

CONTROLLED ACCESS HIGHWAYS

At the time of execution of this agreement no controlled access highways were located within the city limits of Fredericksburg. If future controlled access highways are constructed then this agreement will be amended accordingly.

EXHIBIT C

AERIAL ENCROACHMENTS UNDERSTANDING



December 31, 2014

Ms. Cathy Kratz, P.E.
Burnet Interim Area Engineer
3029 SH 29 East
Burnet, TX 78611

Dear Cathy,

This letter is being submitted in response to Howard Lyon's "Letter of Understanding" between TXDOT and the City of Fredericksburg dated November 24, 2014 regarding the request by Brandon Townsend, the Project Architect with Page Southerland Page, Inc. for an aerial encroachment within TXDOT right of way in the form of a cantilever canopy associated with the re-development of property located at 406 E Main Street in Fredericksburg. I have attached a copy of the letter from Mr. Lyons and a copy of the original request letter from Mr. Townsend for your reference.

As Howard indicates in his letter, architectural accents such as canopies are building features that are appealing to developers and typical of development along Main Street in Fredericksburg. As such, the City agrees to the conditions of Howard's "Letter of Understanding" which are listed below for the proposed encroachment at 406 E Main Street and for future canopy encroachment requests within TXDOT right of way along Main Street in Fredericksburg.

- The encroachment will be built exactly as proposed. Any changes or alterations must be approved in separate requests
- The City will be responsible for any conflicts for pedestrians, especially those involving the Americans with Disabilities Act (ADA)
- The City will be responsible for any vehicular conflicts involving the canopy and will be solely responsible for any remedies

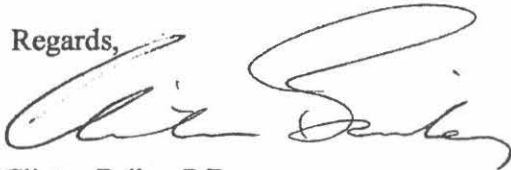
The City of Fredericksburg
126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861

- The City will be responsible for any conflicts with future roadway construction including roadway widening, sidewalk realignment or drainage improvements
- The State (TXDOT) will never be responsible for repairs or replacement of any affected canopies for any reason
- The City will diligently pursue completion and execution of an updated Municipal Maintenance Agreement (MMA). The MMA will include an amendment which authorizes the City to permit future canopy encroachments and provides responsibility of full oversight of all the existing as well. If the City fails to execute an updated MMA including a Canopy Amendment by January 1, 2016, the Letter of Understanding between TXDOT and the City of Fredericksburg becomes void and a new process must be pursued by the City and/or developers.

It is the City's understanding that from the submittal date of this letter, the City has full authority to allow the construction of the proposed encroachment at 406 E Main Street and all future encroachments within TXDOT right of way along Main Street in Fredericksburg.

If you have any questions, comments or need additional information regarding this matter, please feel free to contact me at (830) 990-2003.

Regards,



Clinton Bailey, P.E.
Director of Public Works and Utilities
City of Fredericksburg

Cc: Brian Jordan, City of Fredericksburg Director of Development Services
Brandon Townsend, Page Southerland Page, Inc.
Lowell Choate, P.E., District Director of Maintenance, Austin District, TXDOT
Doyle Moellering, Fredericksburg Maintenance Section Supervisor, Austin Distruct, TXDOT

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Texas Department of Transportation

3029 SH 29 East, Burnet, TX 78611
512-756-2316

Mr. Clinton Bailey, P.E.
Director of Public Works & Utilities, City Engineer
City of Fredericksburg
126 W. Main Street
Fredericksburg, TX 78624-3708

Dear Clinton,

My office received a letter from an architectural firm in Austin on behalf of a developer that intends to re-develop some property in downtown at 406 E Main Street. They have requested to construct an aerial encroachment within TxDOT right of way in the form of an entry canopy. The developer's intent is to match the theme of downtown where existing canopies built many years ago. Many of those canopies are also encroachments but have architectural significance while some have historical significance as well. I have attached the subject letter from Brandon Townsend, the Project Architect with Page Southerland Page, Inc. for your reference.

It is obvious that this type of architectural ascents is appealing to landowner's, developers and the City. Therefore, this letter is intended as a Letter of Understanding between TxDOT and the City for any future canopy encroachment request so that the process can be streamlined and a reasonable level of expectation can be achieved by everyone involved.

At this time, the Austin District takes no exception to the attached proposal and will allow the encroachment as shown in Mr. Townsend's sketches. However, there are some conditions to our allowance.

- The encroachment will be built exactly as proposed. Any changes or alterations must be approved in separate requests.
- The City will be responsible for any conflicts for pedestrians, especially those involving the Americans with Disabilities Act (ADA).
- The City will be responsible for any vehicular conflicts involving the canopy and will be solely responsible for any remedies.
- The City will be responsible for any conflicts with future roadway construction including roadway widening, sidewalk realignment or drainage improvements.
- The State (TxDOT) will never be responsible for repairs or replacement of any affected canopies for any reason.
- The City will diligently pursue completion and execution of an updated Municipal Maintenance Agreement (MMA). The MMA should include an amendment which authorizes the City to permit future canopy encroachments and provides responsibility of full oversight of all the existing as well. If the City fails to execute an updated MMA including a Canopy Amendment by January 1, 2016, this Letter of Understanding becomes void and a new process must be pursued by the City and/or developers.

I hope you find this Letter of Understanding acceptable. I would like a response letter as soon as practical accepting the above conditions. At that point, the City has full authority to allow the construction of the encroachment.

If you have any questions or comments regarding this matter, please contact me or Cathy Kratz, P.E. using the contact information just under our letterhead.

Sincerely,

A handwritten signature in dark ink, appearing to read "H. Lyons P.E.", with a stylized flourish at the end.

Howard L. Lyons, P.E.
Burnet Area Engineer

cc: Lowell Choate, P.E., District Director of Maintenance, Austin District, TxDOT
Doyle Moellering, Fredericksburg Maintenance Section Supervisor, Austin District, TxDOT
Brandon Townsend, Page Southerland Page, Inc., Project Architect



CITY COUNCIL MEMO

DATE: April 12, 2016
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Proposed Dog Park

Summary:

Jody Donovan has requested an opportunity to provide the City Council an update report on the proposed Dog Park.

Recommendation:

The Fredericksburg Dog Park Association is planning on starting some construction on phase 1 of the Dog Park this summer. Their President, Jody Donovan, requested that he be allowed to update the Council on this project.

Background / Analysis:

Several changes have been made to the original plans for the Dog Park. Jody will provide you with a report on these changes and the improvements that will be included in phase 1 of the project. He will also provide you a schedule for these improvements.

Attachments:

Department Approval

City Manager Approval

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The City of Fredericksburg

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CITY COUNCIL MEMO

DATE: April 18, 2016
TO: Mayor and City Council
FROM: Clinton Bailey, P.E., Director of Public Works and Utilities
SUBJECT: City of Fredericksburg Water Supply Update

Summary:

This agenda item will include a joint presentation and discussion by City Staff and Hill Country Underground Water Conservation District Manager Paul Tybor regarding the City of Fredericksburg Water Supply.

Recommendation:

n/a

Background / Analysis:

City Staff will provide an in-depth presentation on the status of the City of Fredericksburg water supply including:

1. Current Statewide and City of Fredericksburg drought conditions and water supply
2. Goals and results of water conservation water conservation program

3. Water quality, water distribution system integrity and current master planning efforts

Paul Tybor will provide history and background on the creation of the Hill Country Underground Water Conservation District (HCUWCD) including its purpose and function followed by a discussion of the following:

1. Fredericksburg historical rainfall and US Seasonal Outlooks for 2016
2. Texas Soil Observation Network (TxSON)
3. Recharge and drawdown dynamics of the Ellenburger Aquifer in the Fredericksburg area
4. Local drought index and HCUWCD Drought Management Plan
5. Future water demands

Attachments: none



Department Approval



City Manager Approval



CITY COUNCIL MEMO

DATE: April 12, 2016
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Golf Course Grill Lease

Summary:

The operation of the grill at the Lady Bird Municipal Golf Course by Robert Neutze has been going well over the past six months and a new one-year lease is now proposed.

Recommendation:

It is recommended that the attached lease for the Golf Course grill be approved.

Background / Analysis:

About six months ago, the City agreed to a short-term lease with Robert Neutze to operate the grill at Lady Bird Johnson Golf Course. This arrangement has worked well and we have received a number of positive comments about the food and services that he and his employees have provided.

Over the past month, Alan Wooley has met with Mr. Neutze and negotiated the attached lease for your consideration. If approved, this lease would extend until May, 2017. As indicated in the attached lease, the lease rate will be \$250 a month. In addition, we will charge 5% of his gross sales for the previous month less the base rent. For example if his gross sales was \$14,000 for May, then his rent would be \$450 (\$700-\$250). In addition, the tenant will be responsible for paying for butane services.

(31)

The City of Fredericksburg

Both Alan Wooley and Bob Neutz will be available at Monday's Council meeting to respond to any questions. It is recommended that we reconsider the lease next year.

Attachments:

Proposed Lease Agreement

Department Approval

City Manager Approval

The City of Fredericksburg

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Both Alan Wooley and Bob Neutz will be available at Monday's Council meeting to respond to any questions. It is recommended that we reconsider the lease next year.

Attachments:

Proposed Lease Agreement


Department Approval


City Manager Approval

Lease
Basic Terms

Date: May 5, 2016

Landlord: City of Fredericksburg
Landlord's Address:

126 West Main Street
Fredericksburg, Texas

Tenant:

Robert Neutze, Jr.

Tenant's Address:

226 Gold Schaefer Road
Fredericksburg, Texas 78624

Premises

Being the Lady Bird Johnson Golf Course Grill at Lady Bird Park, Fredericksburg, Texas composed of the kitchen, indoor eating area, the outdoor eating area on the porch immediately adjacent to the indoor eating area, and the Cardinal Room with catering kitchen also located at the Lady Bird Johnson Golf Course Clubhouse.

Fredericksburg, Texas 78624

Term (months): Twelve (12) months

Commencement Date: May 5, 2016

Termination Date: May 4, 2017

Base Rent (monthly): Two hundred fifty (\$ 250.00) and no/100 Dollars

Additional Rent (monthly): In addition to the Base Rent, and commencing on May 5, 2016, Tenant will pay Landlord percentage rent that is equal to five (5%) percent multiplied by the Tenant's gross sales in the previous month less the Base Rent and the room rentals (which are not booked through or because of the golf operations). Gross sales means the total of all receipts of any business conducted on or from the Premises, and includes the total sales price of any sales of food, merchandise, products or services, but does not include any sales or excise taxes or gratuities. A credit/installment sale is a sale for the full price in the month that the sale was made regardless of when the Tenant receives payment.

With the percentage rent payment Tenant will provide Landlord an accurate written statement of gross sales for the previous month and copies of all sales tax reports required to be filed by the Tenant. An example of the calculation of the percentage rent is attached hereto.

Tenant will maintain accurate financial books and records regarding gross sales, and make them available to Landlord upon request during normal business hours.

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease

Permitted and Required Use: Tenant shall operate a grill-type restaurant in the current Grill area. The restaurant shall be open during all hours that the Lady Bird Johnson Golf Course is open for play. Tenant shall have for sale at minimum cold food, snacks, beer and other drink of Tenant's choosing during such times. Tenant may provide hot food of Tenant's choosing during any hours Tenant decides. Tenant shall provide drink cart service (beer, water, soft drinks and any other drinks of Tenant's choosing) to the golf course at all such times Tenant determines. Tenant shall have the exclusive right to cater to any functions in the Cardinal Room, but shall not be obligated to do so. All prices shall be established by Tenant.

Employees: Tenant shall employ as many staff as determined by Tenant, and shall be responsible for all aspects of employee compensation.

Tenant's Insurance: Tenant shall provide Commercial General Liability Insurance in the amount of One Million (\$1,000,000) Dollars for each occurrence and as a general aggregate with a company approved by Landlord. The leased Premises will be a specifically designated location on the policy. Such policy shall be written on an occurrence basis, be endorsed to name Landlord as additional insured, include contractual liability under Coverage A sufficient to respond to a broad-form indemnity, and be primary and noncontributory with Landlord's liability insurance coverage. Such policy shall be provided to Landlord prior to possession of the Premises and shall cover the term of this lease. Proof must also be given by Lessee to the Lessor, that the policy provided for in this article expressly provides that the policy shall not be canceled or altered without ten (10) days' prior written notice to the Lessor. Cancellation of insurance shall be a breach of this lease. In the event of cancellation, Landlord may provide such insurance and the cost of the same shall be added to the amounts payable by Tenant hereunder.

Landlord's Insurance: None. Tenant is advised to insure any of Tenant's personal property desired by Tenant. Landlord shall not be responsible for loss of any of Tenant's property regardless of the reason for loss.

No Rebuilding Obligations: If the Premises are damaged by fire or other elements, or otherwise becomes unusable for the intended purpose, this lease will terminate, and neither Landlord nor Tenant will be further obligated under this lease, and will have no cause of action against the other for loss of business opportunity.

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Rent" means Base Rent, percentage rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date for the purposes herein described.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay monthly, in advance, on the fifth day of the month, the Base Rent and the percentage rent to Landlord at Landlord's Address.

5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

6. Obtain and pay for all utility services used by Tenant and not provided by Landlord, to include gas utility services.

7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

8. Keep the Premises in neat and clean appearance at all times, clean, repair, replace, and maintain all furnishings and equipment, normal wear excepted, and to properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

9. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

10. Vacate the Premises on the last day of the Term.

11. Create and maintain a positive image and atmosphere and a high level of customer service.

12. Purchase all Landlord's existing non-perishable restaurant supplies at Landlord's cost at the commencement of this Lease and thereafter, Tenant shall purchase his own food and service supplies, perishable and non-perishable, and hold the Landlord harmless the costs thereof.

13. Inform any person or entity having functions in the Premises that the City is not responsible for any aspect of the function or for its cancellation.

14. Tenant shall pay all sales and any other applicable tax prior to delinquency and shall provide to Landlord proof of payment for beer sales taxes on or before the tenth (10th) day of the month following the end of each calendar quarter beginning July 10, 2016 including for any period following the termination of this lease for beer sales made during the term of this lease.

15. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES OR AS A RESULT OF CART SALES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND ITS AGENTS.**

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.
3. Permit any waste.
4. Alter the Premises.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws relating to Landlord's operation of the Premises.
3. Provide electric, water, telephone and wi-fi (for public use which may also be used by Tenant) at its expense. Landlord shall provide garbage dumpster for Tenant's use, at its current location. Tenant shall be responsible for disposing of all garbage and trash into it.
4. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, excluding windows and doors. Landlord will additionally be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Landlord. All improvements that are not original improvements, Tenant will repair and maintain.

Landlord will provide the equipment and furnishings described in Exhibit "A" attached hereto. Tenant will perform all minor repairs to such equipment, and Landlord will pay by way of reimbursement to Tenant for all repairs and replacements costing over \$300.00 to any one item which is not caused by Tenant's negligence. Tenant will provide any other furnishings or equipment he may desire with Landlord's approval, and will maintain and replace the same at his expense.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed alteration of the Premises or addition of furnishings or equipment.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Insurance.* Tenant and Landlord will maintain the respective insurance coverages described herein.

4. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES EXCEPT AS MAY BE PROVIDED FOR LANDLORD'S PROPERTY BY TENANT'S INSURANCE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Landlord required services to Tenant within ten days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages which are agreed will be the sum of \$5,000 as liquidated damages, it being agreed that such sum is a fair amount in consideration of the minimal rental to be paid to Landlord and the short term of this lease, and to terminate this lease.

7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises, (b) enter the Premises and perform Tenant's obligations, charging Tenant the cost of performing such obligations; or (c) terminate this lease by written notice and sue for damages which are agreed will be the sum of \$5,000 as liquidated damages, it being agreed that such sum is a fair amount in consideration of the minimal rental to be paid to Landlord and the short term of this lease. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
10. *Independent Contractor.* The relationship between Landlord and Tenant shall at all times remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.
11. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
12. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
13. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
14. *Venue.* Exclusive venue is in the county in which the Premises are located.
15. *Entire Agreement.* This lease and its exhibits, is the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits.
16. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
17. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY

OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

18. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
19. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
20. It is understood and agreed that this lease replaces that certain lease for the Premises which is dated November 1, 2015 for the term beginning May 5, 2016.

Executed and agreed as of the day set out above.

LANDLORD:
City of Fredericksburg

TENANT:

By: Kent Myers, City Manager

Robert Neutze, Jr.

Exhibit A

Leasehold Inventory and Equipment



CITY COUNCIL MEMO

DATE: April 12, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Noise Ordinance

Summary:

At the request of the Mayor, we have scheduled an item at Monday's Council meeting for discussion and public comments about proposed changes to the City's noise ordinance.

Recommendation:

It is recommended that the Council listen to the public comments regarding proposed changes to our noise ordinance that City staff is in the process of drafting.

Background / Analysis:

At the recent City Council Retreat several amendments to our current noise ordinance were discussed. City staff is in the process of preparing a draft of these changes and should have something for the Council to review next month.

In the meantime, the City has continued to receive comments and questions about the noise regulations. This past weekend, we also received a number of complaints about noise from one of our local businesses, the COOP. The Mayor suggested that we allow the public another opportunity to provide their comments before the Council formally considers any changes to the current regulations.

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The City of Fredericksburg

Attachments:


Department Approval


City Manager Approval

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The City of Fredericksburg