

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, MAY 7, 2018 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Charlie Kiehne, 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

Page Ref

PLEDGE OF ALLEGIANCE

1. EMPLOYEE RECOGNITIONS

2. PUBLIC HEARINGS

A. PUBLIC HEARING - Voluntary annexation of approximately 24.77 acres of land located at the NW Corner of Smokehouse Road and the extension of W. Windcrest Drive, otherwise known as Lots 2B-2R, 2B-1R, and 2A-R of the Seipp Subdivision (first of two) 1-6

3. ORDINANCES - RESOLUTIONS- ACTION ITEMS

A. Consider Amendment to Sign Ordinance Relating to Market Square (first reading) 7-10
B. Consider Approval of Future Power Purchases with AEP Energy 11-14

4. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

A. Consider Agreement with Soccer Association 15-24
B. Consider Proclamation for National Historic Preservation Month 2018 25-27
C. Consider Amendment to Sound Ordinance to Rescind Sunset Clause 28-38
D. Consider GCHS HOT Contract Extension 39-49
E. Consider Pool User Fees for Large Groups 50-55
F. Consider FY 2018 Mid-Year Budget Report and Budget Amendments 56-61

5. ITEMS FOR FUTURE AGENDAS

6. CITY MANAGERS REPORT

A. May City Council Retreat
B. Community Visioning Report
C. Annexation Update
D. Golf Course Update

7. PUBLIC COMMENT

8. COUNCIL COMMENT

9. **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. Executive Session - Consider and discuss personal injury claim against the City by Marta Estrada (SECTION 551.071)

10. **TAKE ACTION ON EXECUTIVE SESSION ITEMS, IF NECESSARY**

11. **ADJOURN**



CITY COUNCIL MEMO

DATE: May 1, 2018

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Public hearing on the voluntary annexation of approximately 24.77 acres of land located at the northwest corner of Smokehouse Road and the extension of W. Windcrest Drive, otherwise known as Lots 2B-2R, 2B-1R and 2A-R of the Seipp Subdivision (1st of Two required hearings)

Summary:

The property is located to the north and west of the intersection of Smokehouse Road and the extension of W. Windcrest Drive (see the attached exhibit). The applicant representing Lots 2B-2R and 2B-1R is proposing the development of their 11.7 acres into a residential subdivision referred to as The Beginning. No plans have been proposed for the southern 13.07 acre Lot 2A-R. The required public hearings are scheduled for May 7 and May 21, 2018. The Planning and Zoning Commission will be considering the zoning of R1-A (Small Lot Residential) for the 11.7 acre portion of the property on May 9, 2018.

Recommendation:

Conduct the Public Hearing and receive comments. No action is required.

Background / Analysis:



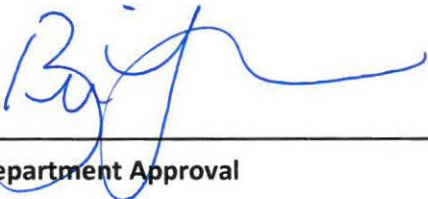
The City of Fredericksburg

Background / Analysis:

The applicant representing the northern 11.7 acres (referred to as The Beginning) has requested that the City Council consider a number of concessions on their property. These include the extension of water and sanitary sewer utilities to their property and waiver of impact fees. We anticipate these items will be included in an annexation agreement to be considered by the City Council. The remaining property will come into the City as R-1, Single Family Residential Zoning.

Attachments:

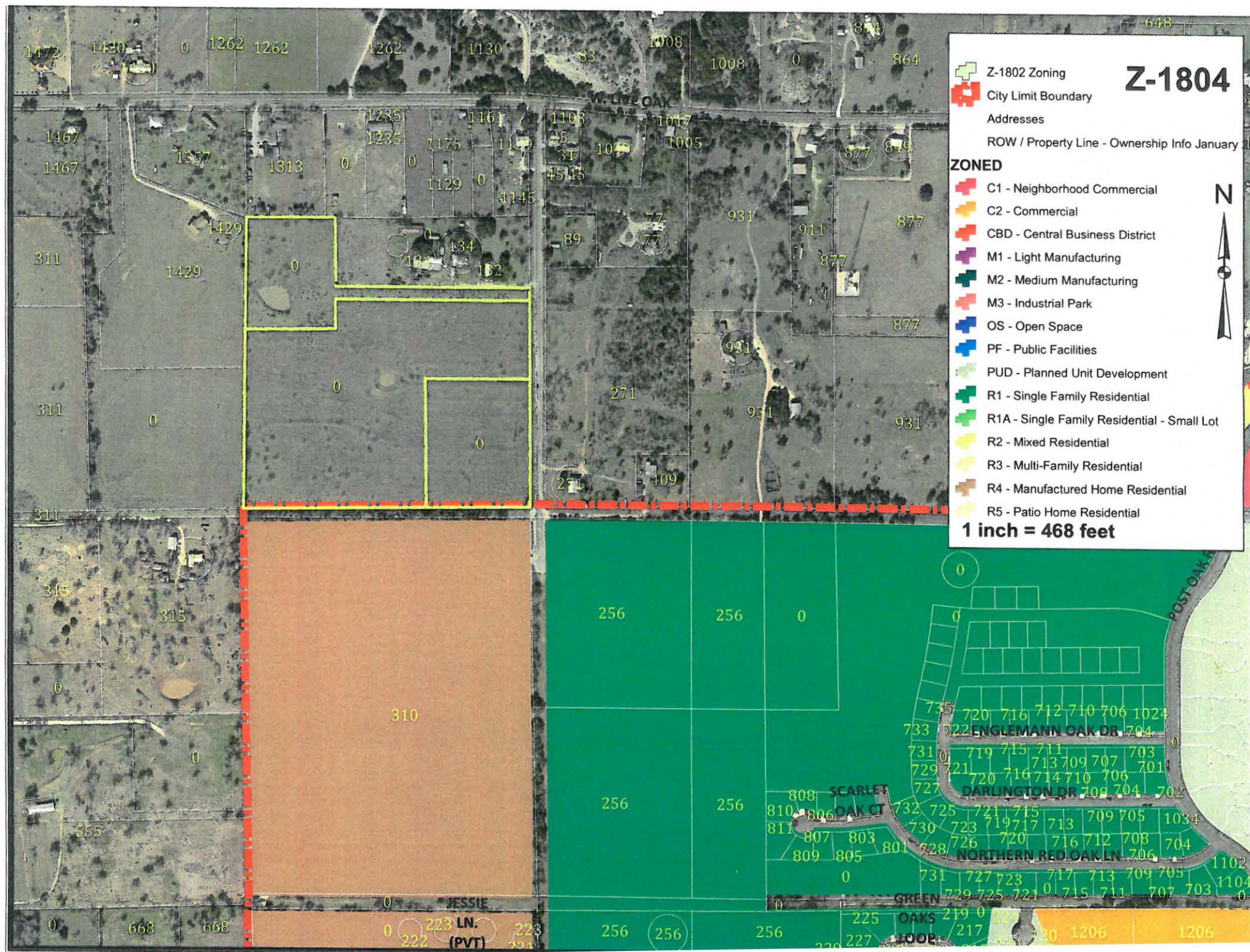
Map of Area, Property owners within 200', Annexation Schedule, Preliminary Plat for informational purposes



Department Approval



City Manager Approval

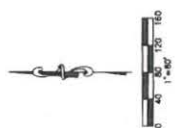


Letter	Owner	Address
A	MARY CARINHAS	121 LOUJON CIRCLE SAN ANTONIO, TX
B	HERITAGE FAMILY SCHOOL	P.O. BOX 1217 FREDERICKSBURG, TX 78624
C	DANIEL REEH	449 KERR RD FREDERICKSBURG, TX 78624
D	SCOTT SIFFORD	4179 STOKES BELLVILLE, TX
E	TROY SIFFORD	1429 W. LIVE OAK ST FREDERICKSBURG, TX 78624
F	KATHYLEEN MURPHY	1405 W. LIVE OAK ST FREDERICKSBURG, TX 78624
G	BRADLEY HOWARD	1313 W. LIVE OAK ST FREDERICKSBURG, TX 78624
H	CARMEN ZAMBRANO	1235 W. LIVE OAK ST FREDERICKSBURG, TX 78624
I	CARMEN ZAMBRANO	1235 W. LIVE OAK ST FREDERICKSBURG, TX 78624
J	LILI WEBE	134 SMOKEHOUSE RD FREDERICKSBURG, TX 78624
K	CISCO & CARMAN MARTINEZ	P.O. BOX 915 FREDERICKSBURG, TX 78624
L	DANIEL & JILL ELLIOTT	271 SMOKEHOUSE RD FREDERICKSBURG, TX 78624
Z-1804		

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LOCATION MAP
NOT TO SCALE



LEGEND

- EXISTING**
- ADJACENT PROPERTY BOUNDARY
 - EXISTING WATER LINE
 - EXISTING OVERHEAD UTILITY LINE
 - EXISTING CONTOURS
 - ADJ. ADJ. TOWN
 - ADJ. ADJ. SET
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING UTILITY POLE
- PROPOSED**
- PROPOSED LOT LINE
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER
 - PROPOSED EASEMENT
 - PROPOSED CONCRETE CURB
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER METER
 - PROPOSED WATER VALVE
 - PROPOSED MANHOLE

A
PRELIMINARY UTILITY PLAN
FOR

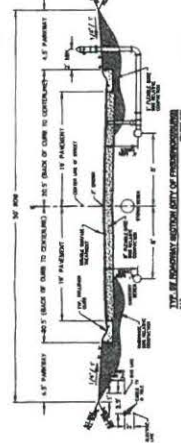
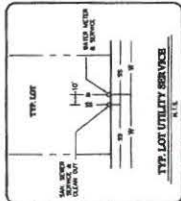
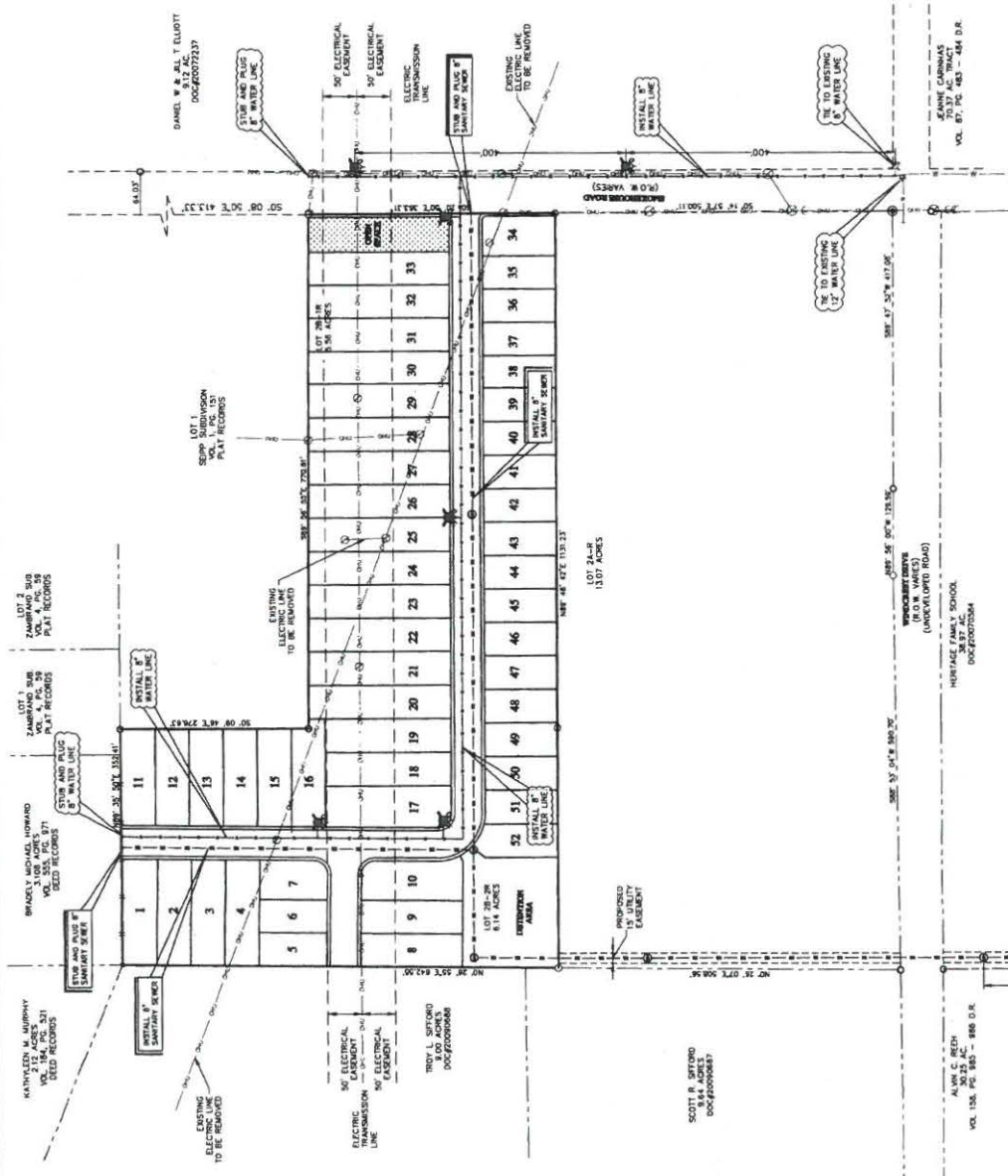
THE BEGINNING SUBDIVISION

ALL ASSESSMENTS AND ADJUSTMENTS ARE BASED ON THE LATEST AVAILABLE TAX MAPS AND RECORDS.

OWNER
THE BEGINNING TRUSTS
(800) 888-0070
FREDERICKSBURG, VA 22404

ENGINEER
VET CONSULTING ENGINEERS
(800) 997-4744
307-S E. HENRY ST.
FREDERICKSBURG, VA 22404

DATE 02/28/2018
FILE NO. 18003
SHEET 1 OF 2



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The Beginning Annexation Schedule (Tentative):

1 st Public Hearing (City Council)	May 7, 2018
Zoning Public Hearing (P&Z)	May 9, 2018
2 nd Public Hearing (City Council)	May 21, 2018
Zoning Public Hearing (City Council)	May 21, 2018
Institute Annexation Proceedings (City Council)	June 11, 2018 (special meeting date)
Completion of Annexation Process	September 9, 2018 (90 days Following Institution of Proceedings)



CITY COUNCIL MEMO

DATE: May 1, 2018
TO: Mayor and City Council
FROM: Shelley Britton, City Secretary
SUBJECT: Amendments to Sign Ordinance re: Market Square

Summary:

The Market Square Redevelopment Commission met to consider an amendment to the sign ordinance as it pertains to events on Market Square, which provides for the following:

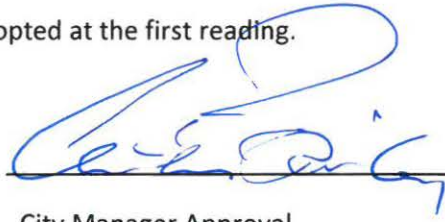
1. All signs specifically listed/approved on a Special Event Checklist or Special Event Permit Application, for events held on Marktplatz, will be exempt from additional regulation under the Sign Ordinance.
2. Additionally, certain signs that are generally prohibited citywide will be allowed for events held on Marktplatz (assuming they are listed/approved on a Special Event Checklist or Special Event Permit Application), including:
 - signs which move or contain visible moving parts 29-6(3),
 - banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, balloons 29-6(4),
 - signs which are located on or extend over any public sidewalk, street, alley or other public property 29-6(6),
 - portable or wheeled signs 29-6(9), and
 - signs attached to or located upon amenities such as benches, trash containers or fences 29-6(11).
3. All remaining types of prohibited signs will remain prohibited, such as off-premises signs, obscene signs, and signs that mislead or confuse vehicular or pedestrian traffic.

Recommendation:

It is recommended that the attached Ordinance be adopted at the first reading.

A handwritten signature in blue ink, appearing to read "Sherry Bristow", written over a horizontal line.

Department Approval

A handwritten signature in blue ink, appearing to read "C. E. O'Neil", written over a horizontal line.

City Manager Approval

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 29-5, OF CHAPTER 29 - SIGNS - OF THE CODE OF ORDINANCES, ESTABLISHING ADDITIONAL EXEMPTIONS FOR SIGNS RELATED TO SPECIAL EVENTS ON MARKTPLATZ (MARKET SQUARE).

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

Section 1. That, SECTION 29-5, of Chapter 29 - SIGNS, of the Code of Ordinances, is hereby amended by addition of a Subsection (17) as follows:

- (17) Signs specifically listed and permitted by the City under a Special Event Promoter/Sponsor Checklist or Special Event Permit Application, as set forth in Chapter 36 of this Code of Ordinances, for a Special Event held on Marktplatz (Market Square); provided that no prohibited signs, excepting signs set forth in Sections 29-6(3), 29-6(4), 29-6(6), 29-6(9), and 29-6(11), shall be permitted under this subsection (17) or under Chapter 36 of this Code of Ordinances.

{End of code text}

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 the date of passage.

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

Linda Langerhans, Mayor

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

DRAFT



CITY COUNCIL MEMO

DATE: April 27, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Power Purchase Agreement-AEP Energy

Summary:

According to our current power supply agreements, the City will purchase 65% of our power from LCRA and 35% from AEP Energy Partners starting this July. The attached amendment with AEP would result in the completion of our current contract with AEP through June, 2020 at the rate of \$48.40/MWh.

In order to take advantage of favorable energy rates, the attached agreement provides for an extension of our agreement with AEP until June, 2023 with a sizeable reduction of the rate to \$39.50/MWh through the end of the contract. However, it should be noted that this is the current price and the final price will be updated immediately before the Council meeting.

Recommendation:

It is recommended that this amendment be approved.

Background / Analysis:

Attachments:

Fifth Amendment to Market Based Rate Partial Requirements Agreement



The City of Fredericksburg


Department Approval


City Manager Approval

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The City of Fredericksburg

**FIFTH AMENDMENT TO MARKET BASED RATE
PARTIAL REQUIREMENTS AGREEMENT**

THIS FIFTH AMENDMENT is made effective May 1, 2018, by and between AEP ENERGY PARTNERS, INC. ("Company") and CITY OF FREDERICKSBURG, TX ("Customer"). Each of Company and Customer are sometimes referred to herein as a "Party" and collectively as the "Parties".

- A. **WHEREAS**, Customer and Company are Parties to that certain Market Based Rate Partial Requirements Agreement dated as of May 23, 2011, first amendment dated June 1, 2011, second amendment dated February 23, 2012, third amendment dated July 25, 2012, and fourth amendment dated January 21, 2014 (collectively the "Agreement"); and
- B. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Agreement, as more fully set forth herein.

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants contained in the Agreement, including this Amendment hereto, the Parties agree as follows:

- A. Section 2.2 is deleted in its entirety and shall be restated as follows:

2.2 Delivery Period

The Delivery Period shall commence on June 25, 2011 through June 30, 2023 from hours ending 0100 through 2400 Central Prevailing Time. The parties may mutually agree to extend the Delivery Period for a mutually agreed time period at mutually agreed pricing reflective of current market conditions with all other Agreement terms and conditions the same."

- B. The chart in Section 3.1 is deleted in its entirety and shall be restated as follows:

<u>Fixed Percentage Share To Be Supplied by Company</u>	<u>Dates</u>
10%	June 25, 2011 – June 24, 2012
10%	June 25, 2012 – June 24, 2013
10%	June 25, 2013 – June 24, 2014
15%	June 25, 2014 – June 30, 2015
20%	July 1, 2015 – June 30, 2016
25%	July 1, 2016 – June 30, 2017
30%	July 1, 2017 – June 30, 2018
35%	July 1, 2018 – June 30, 2023

- C. Section 4.1 will be restated as set forth below and the existing Section 4.1 will be deleted in its entirety:

Customer shall pay Company an energy charge (the "Energy Charge") that consists of the sum of the Hourly Energy Charges (as defined herein) for each hour in the Billing Period. The "Hourly Energy Charge" for each hour consists of the product of the Hourly Energy Rate (as defined below) for that hour and the Hourly Energy (as defined below) for that hour. For some dates there will be more than one price for a different portion of the Fixed Percentage Share To Be Supplied by Company.

The "Hourly Energy" means for each hour the amount of Partial Requirements Energy supplied to Customer.

The "Hourly Energy Rate" shall be:

<u>Hourly Energy Rate</u>	<u>Dates</u>	<u>Fixed Percentage Share To Be Supplied by Company</u>
The sum of \$.75 plus \$44.90	June 25, 2011 – June 24, 2012	10%
The sum of \$.75 plus \$50.51	June 25, 2012 – June 24, 2013	10%
The sum of \$.75 plus \$53.33	June 25, 2013 – June 24, 2014	10%
The sum of \$.75 plus \$51.50	June 25, 2014 – June 24, 2015	15%
The sum of \$.75 plus \$52.50	June 25, 2015 – June 24, 2016	15%
The sum of \$.75 plus \$53.85	June 25, 2016 – June 30, 2017	15%
The sum of \$.75 plus \$47.65	July 1, 2015 – June 30, 2016	5%
The sum of \$.75 plus \$ 47.65	July 1, 2016 – June 30, 2017	10%
The sum of \$.75 plus \$ 47.65	July 1, 2017 – June 30, 2018	30%
The sum of \$.75 plus \$ 47.65	July 1, 2018 – June 30, 2020	35%
The sum of \$.75 plus \$ 39.50	July 1, 2020 – June 30, 2023	35%

Comment [SM1]: Kent – this is the current price update from AEP but this price will be updated right before council meeting.

- D. The street addresses for AEPEP and AEP under notices in Section 9.1 shall be changed from the Nationwide Blvd address to:

“303 Marconi Blvd, Suite 300
Columbus, OH 43215”

- E. The Parties hereby renew to each other as of the date of this Fifth Amendment the representations and warranties set for in Article 11 of the Agreement.

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment has been duly executed by the Parties hereto.

CITY OF FREDERICKSBURG, TX

AEP ENERGY PARTNERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



CITY COUNCIL MEMO

DATE: May 7, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Temporary Soccer Fields Agreement

Summary:

On March 19th, City Council approved accepting a 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. Allen Keller has flat rolled about ten acres and the Public Works Department has surveyed the property and marked the temporary field corners. Over the last month, we have worked with the Soccer Association to create a use agreement for the fields. The Soccer Association will be responsible for all maintenance and upkeep of the temporary fields.

Recommendation:

Consider approving the non-profit organization park use agreement with the American Youth Soccer Organization Region 714 – Fredericksburg, Texas.

Background / Analysis:

The City has only one soccer field at Old Fair Park. The soccer association has been 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:

Non-profit Organization Park use agreement



Department Approval



City Manager Approval

 as to form

City Attorney Approval

NON-PROFIT ORGANIZATION PARK USE AGREEMENT

This Non-Profit Organization Park Use Agreement ("Agreement") is entered into between the City of Fredericksburg, Texas ("City"), and the American Youth Soccer Organization Region 714 – Fredericksburg, Texas ("User"), a Texas non-profit organization.

WHEREAS, as a public service, User desires to design and construct temporary soccer fields upon undeveloped City property, for the benefit and improvement of the community.

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:

I.

User shall have the right to occupy and manage approximately 12.7 acres of undeveloped City owned land ("Premises") adjacent to Oak Crest Park in Fredericksburg, Texas, at the location specifically set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. User shall allow third parties to schedule use of the Premises on such days and times that User does not have a scheduled event, and User shall administer scheduling for any use of the Premises by third parties. User may reasonably limit third party use of the Premises to prevent overuse or damage to the Premises, as determined by User. Requests for available dates or scheduling for any use of the Premises by the third parties shall be made to User. User acknowledges and agrees that User has no ownership or exclusive leasehold interest of any kind in the Premises, and User may not exclude the City from entering the Premises at any time for any reason, provided that City shall not unreasonably interfere with User's use of the Premises or User's events in progress upon the Premises.

II.

The term of this Agreement shall commence on the date this Agreement is executed by both parties and shall terminate at midnight on April 30, 2020 ("Initial Term"), subject to earlier termination as hereinafter provided. Following the Initial Term, this Agreement shall automatically renew on a year-to-year basis for successive one year terms ("Renewal Term"). During any Renewal Term, either Party may terminate this Agreement at the end of said Renewal Term by delivering written notice to the other Party thirty (30) days prior to the end of said Renewal Term.

If the City Council 1) appropriates funding for a sports park to be constructed upon the Premises; 2) finds that public necessity requires that the Premises be sold by the City; or 3) finds that public necessity requires another higher or better public use of the Premises; then the City may terminate this Agreement following one-hundred and eighty (180) days written notice to the User.

The City may terminate this Agreement immediately upon any Default by User. For the purposes of this paragraph, "Default" means (a) any material breach of the terms of this Agreement by User not cured within ten (10) days following written notice of said breach; (b) the loss of User's status as a non-profit entity; or (c) the non-renewal or lapse of User's insurance coverage as required in this Agreement.

The User may terminate this Agreement at any time, following thirty (30) days written notice to the City.

III.

User shall not use any part of the Premises for any purpose other than the activities expressly and specifically stated in this Agreement, as follows:

- A. User may hold soccer practice and scrimmages, soccer games, soccer camps, and soccer tournaments.
- B. User may sell concessions and other concerns consistent with User's allowable activities on the Premises. User may provide portable restrooms consistent with User's allowable activities on the Premises. User shall pay and discharge all sales taxes or other assessments applicable to and arising out of the operation and sale of concessions, and shall obtain and comply with all applicable laws, rules or regulations by any governmental entity concerning permitting, licensing or other provisions. User shall obtain any necessary health permits and/or sales tax permits required for sale of goods and/or food products.
- C. User may design and construct one or more temporary soccer fields ("Fields") on the Premises. User is solely responsible for providing all funding and paying all costs necessary to design, engineer, construct, and equip the Fields, excepting any costs or services the City is specifically obligated to provide under this Agreement. The design, engineering and construction of the Fields by User shall conform to plans that are preapproved by the City, which approval shall not be unreasonably withheld.

IV.

User, at User's sole cost and expense, shall:

1. Keep all grounds and improvements on the Premises in a good state of appearance, reasonable wear and tear excepted;
2. Maintain the grounds of the Fields on the Premises, including but not limited to field marking/stripping, mowing, and irrigating;
3. Pay all costs for utility service used at the Premises by User or User's authorized party, except that the City will empty, on a weekly basis and at City's sole cost, any City owned trash cans placed on the Premises by City;
4. Post safety and warning signs in or on the Premises, in the manner, number, and location as reasonably requested by the City;
5. Securely anchor or counter-weight soccer goals at all times; and
6. Notify City as soon as practicable of any known hazard or condition on the Premises that presents a danger to any user of the Premises.

V.

User may subcontract with a third party, to perform services under Article III and Article IV herein on behalf of User, and to perform other services consistent with and necessary for User's activities on the Premises, provided the City is notified of said subcontractor prior to subcontractor performing any services on behalf of User at the Premises. User's subcontractors/vendors shall pay and discharge all sales taxes or other assessments applicable to and arising out of the operation and sale of concessions or other goods and services upon the Premises, and shall obtain and comply with all applicable federal, state, and local laws, rules or regulations concerning permitting, licensing, or other provisions.

VI.

User shall not:

- A. Other than the improvements specifically authorized in this Agreement, User shall not erect, construct, alter, remodel, or change any facilities or improvements on the Premises without express written approval from City.
- B. Collect any entry fee (distinguished from a use fee) for entry into the Premises, or collect any fee for parking on the Premises.
- C. Collect any unconscionable or exorbitant fee from a third party for the use of the

Premises, or for the use of sports equipment owned by the User located on the Premises.

- D. Sell, sublease or assign any of its rights or obligations under this Lease Agreement during the lease term, other than as expressly authorized in this Agreement.
- E. Use any part of the Premises for any purpose in violation of any federal, state, or local law, statute, ordinance, rule, or regulation.

VII.

User shall maintain financial books and records during the term of this Agreement, together with such supporting or underlying documents and materials as necessary, including but not limited to, records related to User's collection of use fees, tournament fees, payments made for supplies, and concession operations. City shall have the right to review all User books and records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to User's use of the Premises under this Agreement, kept by or under the control of the User, including, but not limited to those kept by the User, its board members, volunteers, agents, assigns and successors.

VIII.

User shall obtain and maintain general liability insurance written on an occurrence basis with limits of not less than \$1,000,000 combined single limit per occurrence, per location, and \$2,000,000 aggregate, for personal injury, bodily injury, and property damage; the City shall be named as an additional insured on the insurance policy.

IX.

USER HEREBY AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, INCLUDING ITS OFFICERS, SERVANTS, AGENTS, OR EMPLOYEES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, OR ARISING FROM, USER'S USE OR MAINTENANCE OF THE PREMISES UNDER THIS AGREEMENT, EXCEPT FOR LOSSES, DAMAGES, OR INJURIES CAUSED BY THE SOLE NEGLIGENCE OF THE CITY. THE CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FOREGOING SENTENCE IS NOT APPLICABLE TO ANY LOSS, DAMAGE OR INJURY SUFFERED BY A THIRD PARTY AND

UNRELATED TO THE USER'S USE OR MAINTENANCE OF THE PREMISES.

X.

1. Notices. Any notice required hereunder shall be deemed given if such notice is in writing and mailed by certified mail, postage prepaid, or hand-delivered to the address of such party as provided below:
 - a. if to the City, to

City of Fredericksburg
Attention: City Manager
126 W. Main St.
Fredericksburg, TX 78624
 - b. if to User, to

AYSO Fredericksburg
P.O. Box 1063
Fredericksburg, TX 78624
2. No Waiver. No delay by a party in enforcing any part of this Agreement shall be deemed a waiver of any of the party's rights or remedies, nor shall such delay be deemed a waiver of any subsequent breach or default by the other party.
3. Severability. Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. 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.
4. Venue and Applicable Law. 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 the courts of Gillespie County, Texas.
5. Construction and Interpretation. Each of the parties has read and understands the meaning and effect of this Agreement. The parties agree that in the construction and interpretation of the terms of this Agreement the rule of construction that a document is to be construed most strictly against the party who prepared same shall not be applied, it being agreed that the Agreement should be construed fairly and simply and not strictly against either party.

6. Binding Effect. 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. The rights, obligations, and duties under this Agreement shall not be assigned by either party without the written consent of the other party.
7. Entire Agreement. This Agreement embodies in its entirety 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. If any provisions in this Agreement conflict with any provisions in any other previously executed instrument, this Agreement shall control.
8. Amendments. 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.
9. No Agency. The relationship between the parties under this Agreement is that of independent contracting entities. User is not an agent or employee of the City.
10. Survival. Article IX of this Agreement shall survive the termination of this Agreement.
11. Non-Discrimination and Compliance with Law. All work performed by User or User's contractors in furtherance of this Agreement shall provide for the fair, equal and non-discriminatory treatment of all persons. All work performed by User or User's contractors in furtherance of this Agreement shall comply with applicable federal, state and local laws, rules, and regulations.
12. Authority. The signatories to this Agreement hereby represent that they have full legal authority to execute this Agreement on behalf of their respective entities.

{Remainder of this page intentionally blank}

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

AMERICAN YOUTH SOCCER ORGANIZATION REGION 714 –
FREDERICKSBURG, TEXAS

By: _____ Date: _____

Printed Name: _____ Title: _____

CITY OF FREDERICKSBURG, TEXAS

By: _____ Date: _____
Kent Myers, City Manager

City of Fredericksburg
**Oak Crest Temporary
Soccer Fields Location**

City Streets

 Temporary Fields Area

Oak Crest Park

12.7 Acres

HWY 16 SOUTH



0 200
SCALE IN FEET



CITY COUNCIL MEMO

DATE: May 1, 2018

TO: Mayor and City Council

FROM: Anna Hudson, Historic Preservation Officer

SUBJECT: Proclamation of May as National Historic Preservation Month

Summary:

The City of Fredericksburg has one of the oldest National Register Historic Districts in the state and has locally-designated a Historic District and over 100 landmarks which are worth seeing, saving and celebrating. Historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability.

Recommendation:

City Staff and the Historic Review Board will be participating in several events to mark May as National Historic Preservation Month. Staff recommends that City Council proclaim the month of May as National Historic Preservation Month to bring awareness to the benefits historic preservation efforts have brought the community.

Background / Analysis:

The National Trust for Historic Preservation established May as National Historic Preservation month in 1973. Local preservation groups, state historical societies, business and civic organizations all host events

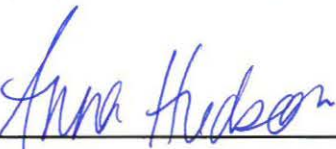
25

The City of Fredericksburg

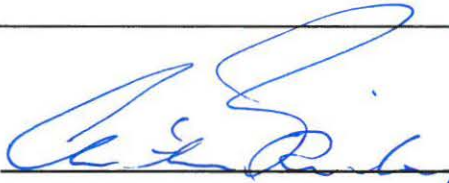
to recognize the importance of historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation.

Attachments:

1. Proclamation of May as National Historic Preservation Month



Department Approval



City Manager Approval

PROCLAMATION

Proclamation for National Historic Preservation Month 2018

WHEREAS, May is National Historic Preservation Month 2018; and

WHEREAS, the City of Fredericksburg has a number of National Register Landmarks, a National Register Historic District and a Locally-Designated Historic District worth seeing, saving and celebrating; and

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is inherently economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, many Fredericksburg residents, groups and organizations work hard to preserve Fredericksburg's past for future generations;

NOW, THEREFORE, I, Mayor Linda Langerhans, do proclaim May 2018 as:

National Preservation Month

and call upon the people of Fredericksburg to join their fellow citizens across the United States in recognizing and participating in this special month through the many activities that are happening in our community during the month of May.

Executed this 1st day of May, 2018.

Linda Langerhans, Mayor

Attest: _____

Shelley Britton, City Secretary



CITY COUNCIL MEMO

DATE: April 24, 2018
TO: Mayor and City Council
FROM: Steven Wetz, Chief of Police
SUBJECT: Permanent Adoption of Sound Ordinance

Summary:

After a lengthy revision of the Sound Ordinance the current ordinance was passed on May 17, 2017 with a sunset provision of May 15, 2018.

Recommendation:

Staff recommends that the Council permanently adopt the ordinance as it is written.

Background / Analysis:

Since the establishment of the current Sound Ordinance we have investigated 131 noise related incidents. The following is a breakdown of those calls:

16 B&B's

70 Private residences

21 Business

10 Vehicles

1 RV park

5 Venues (Former Texas Ranger Heritage Center, Pioneer Pavilion, Golden Hub)



The City of Fredericksburg

6 High School
3 Miscellaneous

The calls for service for noise related incidents between May 2016 to May 2017 totaled 100. The increase is due to self-initiated calls for service by the Police Department.

Attachments:

Copy of the latest revision of the Sound Ordinance.



Department Approval



City Manager Approval



The City of Fredericksburg

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

Ordinance No. 27-006

AN ORDINANCE AMENDING, RESTATING AND ADDING SECTIONS TO CHAPTER 20 SECTIONS 20-207 THROUGH 20-213 (SOUND ORDINANCE) OF THE CITY OF FREDERICKSBURG CODE OF ORDINANCES TO PROVIDE DEFINITIONS, PROHIBITIONS, PROVISIONS WITH REGARD TO NOISY ANIMALS AND BIRDS, METHOD OF SOUND MEASUREMENT, PERMITS FOR CONSTRUCTION OR USE OF TOOLS, EQUIPMENT, EXEMPTIONS AND DEFENSES, PENALTIES, SUNSET, AN AMENDMENT TO APPENDIX A ESTABLISHING A PERMIT FEE, PROVIDING FOR SEVERABILITY, REPEAL, PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fredericksburg recognizes that in the adoption of ordinances which regulate allowable sound levels, and which are meant to protect the users of property who are in close proximity to others who are creating sound from the harmful effects and inconvenience of such sounds, that such regulations will require amendment from time to time; and

WHEREAS, the City Council of the City of Fredericksburg has determined that there is a now a need to amend existing provisions of its ordinance regulating sound levels to better serve the citizens of the City and to aid in the enforcement of the regulations which exist and which are adopted herein, and

WHEREAS, the City Council of the City of Fredericksburg has held hearings prior to the adoption of the following amendments, and has determined that they will better further the goals of the existing sound regulations, and should be adopted,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS THAT CHAPTER 20- OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE VI. - NOISE AND SOUND LEVEL REGULATION be and is hereby amended and restated as follows:

Sec. 20-207. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

- (a) Daytime hours shall mean the hours from 7:00 a.m. on one day until 8:00 p.m. the same day.
- (b) dB(A) shall mean the intensity of a sound expressed in decibels.
- (c) Emergency shall mean any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss that demands immediate action.

- (d) Emergency work shall mean any work performed for the purpose of (i) preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, (ii) restoring property to a safe condition following a fire, accident, or natural disaster, (iii) protecting persons or property from exposure to danger, or (iv) restoring public utilities.
- (e) Evening Hours Commercial shall mean the hours from 8:00 p.m. on one day until 11:00 p.m. the same day for Sundays through Thursdays of each week. Evening hours shall mean the hours from 8:00 p.m. on one day until 12:00 midnight the same day for Friday and Saturday nights of each week for properties in the following zoning districts: C-1, C-2, CBD, I, M-1, M-2, M-3 or related PUDs.
- (f) Evening Hours Residential shall mean the hours from 8:00 p.m. on one day until 10:00 p.m. the same day for properties in the following zoning districts: R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs AND for commercial, manufacturing or industrial properties (C-1, C-2, CBD, I, M-1, M-2, M-3 or related PUDs) when measured at a Property line which separates that property from any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (g) Nighttime Hours Commercial shall mean the hours from 11:00 p.m. on one day until 7:00 a.m. the following day for Sundays through Thursdays, and 12:00 midnight on one day and 7:00 a.m. the same day on Saturday and Sunday mornings for properties in the following zoning districts: C-1, C-2, CBD, I, M-1, M-2, M-3 or related PUDs.
- (h) Nighttime Hours Residential shall mean the hours from 10:00 p.m. on one day until 7:00 a.m. the following day for properties in the following zoning districts: R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs AND for commercial, manufacturing or industrial properties (C-1, C-2, CBD, I, M-1, M-2, M-3 or related PUDs) when measured at a Property line which separates that property from any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (i) Outdoor Amplified Sound means any sound produced, projected or generated outdoors utilizing speakers or other sound projection or enhancement equipment.
- (j) Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties. For example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the name of the song, specific words or the artist performing it. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.
- (k) Property line shall mean, with respect to single occupancy properties, the line along the ground surface and its vertical extension that separates the real property owned, leased, or occupied by one person from that owned, leased, or occupied by another person. With respect to shared occupancy properties the term shall mean the imaginary line that represents the legal limits of occupancy of any person who owns, leases, or otherwise occupies an apartment, condominium, hotel or motel room, office, or any other type of occupancy from that of other occupants.
- (l) Responsible Party shall mean any of the following persons, including entities (including but not limited to corporations, trusts, partnerships, associations and the like), who or which violates the terms of this Article including, as applicable:

- (1) Any person present at the time of the offense who makes, assists in making or continuing, permits, causes or permits sound in excess of the provisions of this Article to be made or continued, or
 - (2) Any person who has the ability to control the level of noise at the time of the offense, or
 - (3) Any owner of the property on which the violation occurs, any owner or manager (including an employee in charge at the time of the offense) of the business being conducted on the property on which the violation occurs,
 - (4) Any operator of, or person in charge of the sound generating instrument or equipment at the time of the offense; or
 - (5) Any person who leaves unattended any equipment, machine, instrument, device, child, animal, or any combination of same, which thereafter commences producing noise in violation of this article.
- (m) Sound shall include a single source or collective sources emanating from a single property.
 - (n) Zoning Ordinance shall mean the City of Fredericksburg Zoning Ordinance as the same may be amended from time to time. Any reference to the location of properties or Zoned properties or areas shall be to the zones established in the Zoning Ordinance as may be modified in a specific violation description.

Sec. 20-208. - Prohibitions.

Sounds exceeding, or not complying with, the following under the conditions and measurement criteria set forth in this chapter shall be unlawful and no Responsible Party shall make, assist in making, permit, continue or cause to be made or continued such sounds in any Zoning area except as defined in this Article.

- (a) Sound levels shall not exceed the following:
 - (1) 85 db(A) during Daytime Hours; or
 - (2) 75 db(A) during Evening Hours Commercial or Evening Hours Residential as applicable; or;
 - (3) 65 db(A) during Nighttime Hours Commercial.
 - (4) 55 db(A) Nighttime Hours Residential.
- (b) Outdoor Amplified sound is prohibited from 10:00 p.m. on any day until 7:00 a.m. the following day in residentially zoned properties (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs).
- (c) The pouring of a slab, demolishing a building, or utilizing any yard tools, mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device, commercial or industrial power tools is prohibited from 10 p.m. on any

day until 7 a.m. the following day on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs) or commercially zoned property (C-1, C-2, CBD or related PUDs) on any day without first having obtained a permit issued in accordance with section 20-211 below for such work.

- (d) Knowingly making, assisting in making, permitting, continuing, or causing to be made or continued of any unreasonable sound that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others is prohibited on any residentially zoned property (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs). In determining whether a sound is unreasonable, the following factors shall be considered as applicable to the circumstances:

1. That the sound is loud, unnecessary, or unusual;
2. That the sound occurs between Midnight and 7 o'clock am;
3. That the sound is not compatible with the normal activity of the area in which the property is located at that time of day;
4. That the sound created at a location where the sound emanates is due to an excessive number of people for that time of day;
5. That the sound is recurrent, intermittent, or constant;
6. That the volume and intensity of the sound is excessive;
7. That the sound has been enhanced in volume or range by any type of electronic, mechanical or other means, and is operated with louder volume than is necessary for convenient hearing of persons who are in the vehicle, or within the property or premises, from which such sound originates and who are voluntary listeners thereto.
8. That the sound is subject to being controlled without unreasonable effort or expense to the creator thereof;
9. That the sound is plainly audible or physically detectable at a distance defined in section 20-210(b) below.

Prior to issuance of a complaint the City Police Department and or Municipal Court Prosecutor may require a written complaint from anyone complaining of an excessive noise under this section (d).

Upon receipt of a prior notice or warning, verbal or otherwise, from a peace officer or a code enforcement officer of the City of Fredericksburg, it shall be presumed that the person has knowledge that the sound is unreasonable.

- (e) The use of any motor vehicle so that it creates any loud and unreasonable or unusual sound which is heard above all other vehicles at a distance of fifty (50') feet from the vehicle is prohibited.
- (f) The making, assisting in making, permitting, continuing, causing to be made or continued, or permitting the continuance of Amplified Sound from a motor vehicle on a public roadway that is plainly audible from a distance of fifty (50') feet from the vehicle on abutting streets of, or properties which are zoned PF, R-1, R-2, R-3, R-4, R-5, Rural Residential, C-1, C-2, CBD or related PUDs is prohibited.
- (g) The operation of an engine of any motor vehicle as defined by the Texas Transportation Code so as to "brake" or slow the same through the use of gears (commonly known as "jake braking") or by any other method which produces any noise in addition to the normal operating engine noise is prohibited.

- (h) The operation of or allowing of an engine of any sort of motor vehicle, except emergency equipment at any location or vehicles then located at a permitted public event or parade, to idle for more than one hour is prohibited.
- (j) The acts enumerated in the foregoing sections of this chapter, among others, are declared to be loud, disturbing, and unnecessary noises and nuisances in violation of this chapter.

Sec. 20-209. - Noisy animals and birds.

- (a) The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is otherwise within the permissible levels specified in section 20-208(a) above.
- (b) In any prosecution for a violation of this section, the fact that any loud animal noise which disturbed any person and which occurs in residential areas (R-1, R-2, R-3, R-4, R-5, Rural Residential, or related PUDs) either:
 - (1) during Nighttime Hours Residential; or
 - (2) when none of the residents who reside at the place where the animal or bird is being kept are at home shall create a rebuttable presumption that such noise was in violation of this article.
- (c) In any prosecution for a violation of this section, the fact that any animal or bird has been allowed or permitted to persistently and chronically violate this section, as demonstrated by the issuance of two or more citations within a six month period shall create a rebuttable presumption that such noise was in violation of this article.

Sec. 20-210. - Method of sound measurement.

- (a) Whenever portions of this chapter prohibit sound over a certain decibel limit, measurement shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American Standards Association or better. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of the meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Traffic, aircraft, and other transportation noise shall not be considered in taking measurements except where such background noise interferes with the noise being measured and cannot reasonably be distinguished from the primary noise. Measurements will be made for a duration of no less than thirty (30) seconds. Violations will be based on the highest registered reading within such time period which is attained more than one time in said time period or sustained.
- (b) Measurements of sound shall be taken from either:

- (1) the property line of the property from which the sound originates but in no event less than fifty (50') feet from the sound source (where the sound is generated), and all measurements shall be taken toward the source of the sound, or
- (2) the property line nearest the sound source of a property occupied by a person who reports a violation of this Chapter to the City but in no event less than fifty (50') feet from the sound source (where the sound is generated), or
- (3) a minimum of fifty (50') feet from the sound source in the event the sound violation originates from a source where property lines are not applicable.

Sec. 20-211. - Permit for construction or use of tools, equipment.

- (a) The permit required in section 20-208 (c) shall be issued upon compliance with the requirements of this section. Properties for which a permit is issued for construction or for the use of outdoor tools or equipment (except equipment related to Amplified Sound) may exceed the sound levels of section 20-208 (a) above.
- (b) For properties which are commercially zoned (C-1, C-2, CBD or related PUDs) at any time of the year, but may be issued for properties which are residentially zoned (R-1, R-2, R-3, R-4, R-5, Rural Residential or related PUDs) only during the time period from Memorial Day through Labor Day of each year.
- (c) Shall be obtained by making application to the City Police Department or other person or department of the City so designated by the City Manager.
- (d) Upon payment of an administrative fee for the costs of issuing the permit or a sworn statement of inability to pay the fee, and
- (e) Is valid for the requested day between the hours of 5:00 a.m. and 12:00 midnight.
- (f) Shall not be issued to the same or any other person for the same location more than twice nor for more than two consecutive days during any 30 day period.
- (g) Shall not be issued unless the applicant provides proof to the City that he or she has notified all persons who occupy or own properties adjacent to the site for which the permit is sought or the activity/work to be done and the expected duration of the activity/work. Such notice shall be sent in the same manner as set out in the Zoning Ordinance of the City of Fredericksburg, or hand delivered to the properties. Notices shall be sent at least ten (10) days in advance of the proposed activity.
- (h) The permit application required to be filed pursuant to this section shall contain the following information:
 - (1) The date of the application and the date and hours for which the permit is requested.
 - (2) The name and address of the applicant, and the name and address of the person in charge of the activity/work.
 - (3) A description and diagram of the property on which the activity/work will occur.
 - (4) The address and a description of the location where the equipment will be used.
 - (5) A description of the type of equipment, tools or other devices to be used.
- (i) All permits must be posted on site in a clearly visible location. No permit may be issued for a period of one year from the date of the latest conviction for any property which is the subject of two convictions or deferrals of convictions within any twelve month period even if there is a change in ownership or management.

Sec. 20-212. - Exemptions and defenses.

- (a) The following are exemptions from prosecution under this ordinance, but which need not be specifically plead in any complaint or indictment:
 - (1) The sound was generated or produced as a result of an emergency, by an authorized emergency vehicle or due to emergency work to restore utilities or other public works.
 - (2) The sound was generated or produced:
 - (i) By any public utility or public works or by governmental authority including, but not limited to, street and road construction and repair, operation of water treatment plants, animal shelters and the like, the alerting persons to the existence of an emergency, danger, or attempted crime; or
 - (ii) At a lawfully scheduled stadium event or at the Gillespie County Fair Grounds as currently located at 2000 South US Highway 16; or
 - (iii) By a parade and spectators and participants on the parade route during a lawful parade; or
 - (iv) By patrons and participants using cannons and gunfire during historical battle re-enactments or demonstrations for which a pyrotechnic permit was obtained and the explosives for which were inspected by the fire marshal provided that such events shall not exceed one weekend in any 30 calendar day period or 12 weekends in any one calendar year; or
 - (v) By a pyrotechnic display that was inspected and approved by the fire marshal; or
 - (vi) By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the City of Fredericksburg, which has received a Special Events review and Permit in accordance with the City's promulgated Special Events policies provided that said permit establishes different standards than are provided for by this chapter, otherwise this exemption does not apply, and is in compliance with any provisions of such permit and otherwise in full compliance with City regulations; or
 - (vii) By aircraft, in flight or in operation at an airport, or bus, trolley, or other public transportation equipment in operation on streets or other rights-of-way, if any; or
 - (viii) By church bells or church chimes when used as part of a religious observance or service during Daytime Hours or Evening Hours; or
 - (ix) During Daytime Hours by activities conducted on public parks, public playgrounds, and public or private school grounds, including, but not limited to, school athletics, band and school entertainment practice or events.
 - (3) The sound emits from or is produced by lawful manufacturing or industrial pursuits on Manufacturing or Industrially zoned property (I, M-1, M-2 or M-3 or an Industrial or manufacturing related PUD) or is the sound of animals emitting from a veterinary business, animal shelter or other animal or livestock related business lawfully located within the City in accordance with the City of Fredericksburg's Zoning Ordinance.

- (4) The following defenses shall apply to any offense established in this chapter, and the same must be specifically plead by anyone charged with a violation, the burden of proof being upon the person claiming such defense:
 - (i) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime, or was produced pursuant to any safety rule or regulation of any governmental entity or agency and is not generated by governmental authority; or
 - (ii) The sound was produced by or for emergency work not exempted as set forth in (a)(2) above, or
 - (iii) The sound was generated as authorized under the terms of a permit issued under section 20-212 of this Code.
- (b) The regulations hereof are not required for the purpose of regulating speech which is protected speech or to conflict with any law of any superior governmental authority. Any regulation hereof that is in conflict with any such right or authority is hereby declared to be inoperative and severable from the other regulations herein, and is additionally declared to be an exemption.

Sec. 20-213. - Penalty.

- (a) The provisions of section 20-208 provide the various violations, and a person or entity may be prosecuted under any or all of the subsections thereto. Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more than that defined in section 1-6 of the Code of Ordinances of the City of Fredericksburg. In addition, following notification by a Police Officer of the City of Fredericksburg or a Code Enforcement officer of the City of Fredericksburg, each fifteen (15) minutes in which any violation shall occur shall constitute a separate offense. For purposes of setting fines, violations hereof are declared to be health and safety violations.
- (b) Enforcement hereunder shall not require the pleading or proving of any culpable mental state.

Sec. 20-213.- Sunset

The provisions of this Article shall expire on May 15, 2018 unless specifically continued by the City Council of the City of Fredericksburg.

Appendix A

SECTION 28.100- PERMIT FOR CONSTRUCTION OR USE OF TOOLS, EQUIPMENT

The cost of the permit required under Section 20-211 of this Code of Ordinances is Ten and No/100 (\$10.00) dollars. In lieu thereof, the City will accept an affidavit on the inability to pay.

-----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.

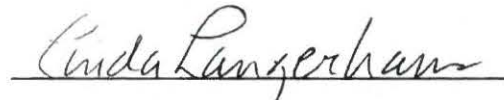
Penalties

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

Effective date

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 15th day of May, 2017.



Linda Langerhans, Mayor

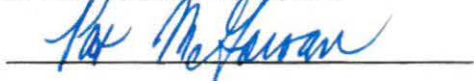
City of Fredericksburg

ATTEST:



Shelley Britton, City Secretary

APPROVED AS TO FORM:



Pat McGowan, City Attorney

Final approved by council 5/16/17



CITY COUNCIL MEMO

DATE: April 24, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Extension of HOT Expenditure Agreement-Historic Society

Summary:

The Gillespie County Historic Society has recently requested an extension for the expenditure of their HOT funds from April 30, 2018 to December 31, 2018.

Recommendation:

It is recommended that this extension request be approved.

Background / Analysis:

The Historic Society was approved for \$93,500 in HOT funding last year (see attached agreement). This funding was to be used for grounds beautification, construction of a new fence along Main Street and archival supplies and materials. According to our Expenditure Agreement with the Society, these funds were required to be fully expended by April 30, 2018. Their Executive Director, Jeryl Hoover, has requested an extension of the agreement that would require full expenditure by the end of this year. Jeryl will attend the Council meeting to provide additional information on his request and respond to any questions.

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The City of Fredericksburg

Attachments:

Current Hotel/Motel Expenditure Agreement

Request for Extension of Agreement

Amendment for Extension of Agreement



Department Approval



City Manager Approval

April 24, 2018

TO: Mayor and Council

FROM: Jeryl Hoover, E.D. Gillespie County Historical Society

RE: REQUEST FOR EXTENSION ON FULFILLMENT OF OUR 2017 HOT CONTRACT

The Gillespie County Historical Society received an award of 93,500 from 2017 HOT funds for 3 projects:

1. Grounds Beautification
2. Construction of a new fence along Main Street
3. \$1,500 toward archival supplies and materials

The archival supplies portion has been fulfilled, and we are currently in construction for the new fence, scheduled to be completed by Founders Day, May 8. The delay of the grounds beautification portion of the award is the reason for this request. It will take several more months to complete. The contract stipulates the use of all the funds by April 30, 2018. We are asking the terms to be officially altered to move the fulfillment date to December 31, 2018.

Reasons for the request:

In January 2017 we engaged Jim Keeter as our architect/designer for the beautification project. He agreed to take it on pro bono, however, we soon learned he was not well, nor was his wife who required his daily attention. He was delayed in getting to our project, but as he had offered to do it pro bono, and he was a nationally recognized designer responsible for well-known and prestigious projects, we determined it best for the Society/Museum to put things on temporary hold until things sorted out with Mr. Keeter. He was finally able to put in some time for us in June. However, his own illness worsened, culminating in his death in July. We then began the process from scratch to find a new design firm. Our board-appointed volunteer committee met to evaluate firms, and in September, a new firm was engaged, Kudela & Weinheimer in San Antonio. It took another two months to get the construction documents for the projects Mr. Keeter had sketched for us.

With construction documents completed, the search for a construction firm began. This proved difficult as well. Several companies were offered the opportunity to bid, but none did. The project is apparently not sizable enough to attract firms from outside the area, and no local firms elected to participate.

Finally, we are grateful to have Richard Laughlin step up to provide management to these projects, and he is now working to complete them this year. Richard is a friend and supporter of the GCHS, an alternate member of the HRB, and we could not be happier with his involvement.

Should you grant this request, we ask that you supply us with official written notice as that is a requirement of our auditors. Thank you for your consideration.

FIRST AMENDMENT TO HOTEL/MOTEL TAX EXPENDITURE AGREEMENT
BETWEEN THE CITY OF FREDERICKSBURG
AND GILLESPIE COUNTY HISTORICAL SOCIETY

WHEREAS, the Gillespie County Historical Society ("Historical Society") and the City of Fredericksburg, Texas ("City") entered into a Hotel/Motel Tax Expenditure Agreement ("Agreement") on May 1, 2017, related to the expenditure of municipal hotel occupancy tax funds; and

WHEREAS, the Historical Society and the City desire to enter into this First Amendment to the Agreement, to extend the timeline for expenditure of funds by the Historical Society.

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

1. Section II of the Agreement is hereby amended by addition of the following provision:

The hotel occupancy tax funds paid to the Historical Society under this Agreement shall be used to fund the Historical Society activities described in this Agreement, to be completed by the Historical Society on or before December 31, 2018.

2. Section V of the Agreement is hereby amended by addition of the following provision:

This Agreement shall begin on the execution date hereof and shall continue in force until December 31, 2018.

3. All terms referred to and not defined herein shall have the meaning ascribed to them under the Agreement. This First Amendment shall become effective upon execution by both parties.

4. In the event of any inconsistency or conflict between the provisions of this First Amendment and those of the Agreement, this First Amendment shall prevail. Except as specifically amended by this First Amendment, the Agreement shall remain unchanged and in full force and effect.

[Signature page follows]

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

GILLESPIE COUNTY HISTORICAL SOCIETY

By:_____ Date:_____

Printed Name:_____ Title:_____

CITY OF FREDERICKSBURG, TEXAS

By:_____ Date:_____
Kent Myers, City Manager

HOTEL/MOTEL TAX EXPENDITURE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

This Agreement made effective this the 1st day of May, 2017, by and between the CITY OF FREDERICKSBURG, TEXAS, a municipal corporation of Gillespie County, Texas, sometimes hereinafter called CITY and the GILLESPIE COUNTY HISTORICAL SOCIETY, INC., sometimes hereinafter called HISTORICAL SOCIETY, each acting herein by and through its duly authorized officers.

I.

The CITY OF FREDERICKSBURG, TEXAS, by authority of powers granted to it under state statutes has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Fredericksburg and its extraterritorial jurisdiction.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the CITY OF FREDERICKSBURG hereby agrees to pay to the HISTORICAL SOCIETY NINETY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$93,500.00) from money actually received by the CITY from the local hotel occupancy tax, in consideration of the HISTORICAL SOCIETY conducting historical restoration and preservation projects or activities to encourage tourists and convention delegates to visit preserved historical sites or museums in the City of Fredericksburg or its vicinity as set out in its proposal to the City of Fredericksburg for the 2017 Hotel/Motel Tax Collection Year. Collection Year is defined herein as the hotel-tax calendar year of 2017.

The receipt of funds by the HISTORICAL SOCIETY shall be as follows:

The sum of NINETY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$93,500.00) shall be paid in quarterly installments as follows \$23,375.00 on or May 31, 2017, \$23,375.00 on or before August 31, 2017 and \$23,375.00 on or before November 30, 2017 and \$23,375.00 on or before February 28, 2018 to fund the HISTORICAL SOCIETY activities described below to be completed by April 30, 2018.

The HISTORICAL SOCIETY agrees that any local hotel occupancy tax funds paid to it by the CITY shall be used for any of the following:

1. Grounds beautification
2. Construction of new fence along Main Street
3. \$1,500.00 toward archival supplies and materials

Restoration and expenditures shall be in accordance with the plans submitted to the City Council of the City of Fredericksburg in the HISTORICAL SOCIETY's application for funding.

III.

It is expressly understood and agreed by and between the parties that the HISTORICAL SOCIETY is hired and engaged as an independent contractor and is not an officer, agent or employee of the CITY OF FREDERICKSBURG.

IV.

It is understood and agreed by and between the parties that a fiduciary duty is created in the HISTORICAL SOCIETY with respect to expenditure of revenue provided in accordance with the approved proposal.

- A. State Law requires that:

1. The organization maintains complete and accurate financial records of each expenditure or hotel occupancy tax revenue made by it and, on request of the governing body of the municipality or other person, make the records available for inspection and review to the governing body.

AND

2. The organization reports at least annually, its expenditures of the funds granted hereby.

B. In addition to state law requirements, the City of Fredericksburg further requires that:

1. The organization shall provide to the City Manager periodic reports, within thirty (30) days after the end of each three (3) month period beginning with the period ending August 30, 2017, on the activities that are conducted to benefit the CITY OF FREDERICKSBURG, and expenditures made hereunder.

2. The organization shall obtain and supply to the CITY OF FREDERICKSBURG on or before January 31, 2018, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the visitors attracted to the City of Fredericksburg by its activities.

The organization, by acceptance of such revenue, agrees to comply with the above requirements. ANY ORGANIZATION WHICH DOES NOT COMPLY WITH THE ABOVE REQUIREMENTS MAY NOT BE ELIGIBLE FOR FUTURE GRANTS.

V.

This Agreement shall begin on the execution date hereof and shall continue in force until April 30, 2018. This Agreement may be terminated by the CITY upon thirty (30) days notice for noncompliance with the terms of the Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Fredericksburg, City Hall, 126 West Main Street, Fredericksburg, Texas 78624 or to the Gillespie County Historical Society, Inc., Jeryl Hoover, 312 West San Antonio Street, Fredericksburg, Texas 78624.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.

VIII.

This Agreement shall be subject to the laws and statutes of the State of Texas.

IX.

INDEMNITY CLAUSE

The HISTORICAL SOCIETY agrees to and shall indemnify and hold harmless and defend the CITY OF FREDERICKSBURG, TEXAS, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the

operations of the HISTORICAL SOCIETY, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the HISTORICAL SOCIETY and the CITY, that the indemnity provided for in this paragraph is also indemnity by the HISTORICAL SOCIETY to indemnify and protect the CITY OF FREDERICKSBURG from the consequences of the CITY OF FREDERICKSBURG'S own negligence, where the negligence is a concurring cause of the injury, death, or damage.

X.

It is expressly agreed that by executing this Agreement with the HISTORICAL SOCIETY, the CITY does not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Fredericksburg, Texas hotel-motel occupancy tax ordinance adopted on February 13, 1984, and in the event, for any reason, that the funds are not collected by the CITY under the provisions of the hotel-motel occupancy tax ordinance, the CITY shall not be obligated under this Agreement to pay any funds of the CITY to the HISTORICAL SOCIETY. The City reserves the right to allocate funds as it determines in the event a short fall in hotel-motel tax receipts limits its ability to fund all approved grants for the collection year. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Fredericksburg, Texas hotel-motel occupancy tax, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the HISTORICAL SOCIETY shall have no right or demand upon the CITY for funds payable under this Agreement if such funds are not available, for any reason.

XI.

Each party warrants and represents that it has approved this Agreement by resolution duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party are duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first above written.

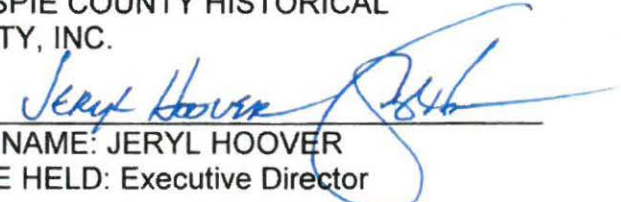
CITY OF FREDERICKSBURG, TEXAS

BY: 
KENT MYERS
City Manager

ATTEST:


SHELLEY BRITTON
City Secretary

GILLESPIE COUNTY HISTORICAL
SOCIETY, INC.

BY: 
PRINT NAME: JERYL HOOVER
OFFICE HELD: Executive Director

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____



CITY COUNCIL MEMO

DATE: May 7, 2018

TO: Mayor and City Council

FROM: Susanna Leonard, Recreation Superintendent

SUBJECT: Amending the Fees for use of Lady Bird Johnson Park Pool and Town Pool for Private Parties

Summary:

The rates for the private pool party rentals should be amended to accommodate the increase in staff pay rates this summer and to mitigate potential safety issues at Park Pool.

Recommendation:

Consider amending the fees for use of Lady Bird Johnson Park Pool and Town Pool for private parties.

Background / Analysis:

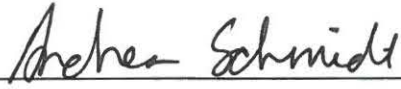
Both city pools are available for after hour private pool party rentals. These parties are two hours in length. The number of lifeguards required depends on the number of people and which pool they are using. Most of the parties take place from 7:00 pm to 9:00 pm. Due to limited lighting and the fact that there are two different pools at Lady Bird Park Pool, there is more staff needed for private party rentals. We have also increased the starting hourly wage for lifeguards this summer and need to reflect the cost of that in the private party rates.

Attachments:

Pool Party Rental Rates Table, Ordinance to Amend Pool Fees

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The City of Fredericksburg



Department Approval



City Attorney Approval



City Manager Approval



The City of Fredericksburg

Pool Party Rental Fees

Fredericksburg Parks and Recreation



Rental Rates for Parties outside of normal hours (2 hr rental):

Proposed Park Pool Rates		Size of Party (includes non-swimmers)	Current Park Pool Rates		Size of Party (includes non-swimmers)
Leisure Pool + Baby Pool	Entire facility		Leisure Pool + Baby Pool	Entire facility	
\$140	\$190	1-25	\$100	\$125	1-25
\$170	\$215	26-50	\$125	\$150	26-50
\$195	\$275	51-75	\$150	\$180	51-75
\$250	\$300	76-100	\$200	\$230	76-100
Not Available	\$340	101-125	Not available	\$260	101-125

Proposed Town Pool Rates	Size of Party (includes non-swimmers)	Current Town Pool Rates	Size of Party (includes non-swimmers)
\$140	1-25	\$100	1-25
\$170	26-50	\$125	26-50
\$195	51-75	\$150	51-75
\$250	76-100	\$200	76-100

Rental Rates for Parties during open hours (2 hr rental):

Includes pool use (shared) and exclusive use of party section at facility

Special Notes:

- A minimum of 3 lifeguards is required for up to 25 people to ensure sufficient rescue personnel in an emergency situation.
- For entire facility rentals at Park Pool the lifeguards needed is multiplied by 1.5 and rounded up due to there being two pools at this facility.
- For all the rates listed here the revenue after staffing costs ranges from \$30-\$40.
- All party guests that attend will be counted regardless of length of stay and use of pool. Extra guests will not be allowed in.
- Parties over 100 people are only allowed at Park Pool and must reserve the entire facility. Parties may not exceed more than 125 guests.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG,
TEXAS, AMENDING SECTION 24.200 OF APPENDIX A – FEE SCHEDULE, OF THE
CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR USE OF LADY
BIRD JOHNSON PARK POOL AND TOWN POOL.**

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

Section 1. That, Section 24.200 “Fees for use of Lady Bird Johnson Park Pool and Town Pool”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended by deletion of Section 24.200(f) in its entirety, and the following substituted therefore:

Sec. 24.200 - Fees for use of Lady Bird Johnson Park Pool and Town Pool.

(f) Group use fees shall be as follows:

(i) Town Pool during normal business hours for no more than 25 persons, including non-swimmers, for a maximum rental period of two (2) hours: Thirty five and no/100 Dollars (\$35.00).

(ii) Lady Bird Park Pool during normal business hours for no more than 25 persons, including non-swimmers, for a maximum rental period of two (2) hours: Fifty and no/100 Dollars (\$50.00).

(iii) Town Pool outside of normal business hours, for a maximum number of 100 people and a rental period of two (2) hours:

One hundred and forty and no/100 Dollars (\$140.00) for 1 to 25 people, including non-swimmers.

One hundred and seventy and no/100 Dollars (\$170.00) for 26 to 50 people, including non-swimmers.

One hundred and ninety five and no/100 Dollars (\$195.00) for 51 to 75 people, including non-swimmers.

Two hundred and fifty and no/100 Dollars (\$250.00) for 76 to 100 people, including non-swimmers.

(iv) Lady Bird Johnson Park Leisure Pool and Baby Pool outside of normal business hours, for a maximum number of 100 people and a rental period of two (2) hours:

One hundred and forty and no/100 Dollars (\$140.00) for 1 to 25 people, including non-swimmers.

One hundred and seventy and no/100 Dollars (\$170.00) for 26 to 50 people, including non-swimmers.

One hundred and ninety five and no/100 Dollars (\$195.00) for 51 to 75 people, including non-swimmers.

Two hundred and fifty and no/100 Dollars (\$250.00) for 76 to 100 people, including non-swimmers.

(v) Lady Bird Johnson Park Pool –entire facility outside of normal business hours, for a maximum number of 125 people and a rental period of two (2) hours:

One hundred and ninety and no/100 Dollars (\$190.00) for 1 to 25 people, including non-swimmers.

Two hundred and fifteen and no/100 Dollars (\$215.00) for 26 to 50 people, including non-swimmers.

Two hundred and seventy five and no/100 Dollars (\$275.00) for 51 to 75 people, including non-swimmers.

Three hundred and no/100 Dollars (\$300.00) for 76 to 100 people, including non-swimmers.

Three hundred and forty and no/100 Dollars (\$340.00) for 101 to 125 people, including non-swimmers.

(vi) Additional conditions:

All guests entering the facility as part of a group rental will be counted, without regard to a guest's actual length of stay or actual use of the pool. Any guests that exceed the number of guests in the reservation, which requires seven (7) day advance notice, will not be admitted.

Groups over 25 people may not reserve either pool facility during business hours, and must reserve the pool facilities for use at times outside of business hours.

Groups that reserve the pool facility during business hours will have exclusive use of designated tables and/or areas, but the guests will not have exclusive use of the pools. Guests of groups that reserve the pool facility during business hours will share the use of the pools with the general public.

The rates set out above will be effective May 7, 2018, except as otherwise specifically set forth above.

{End of code text}

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 the date of passage.

PASSED AND APPROVED on this the ____ day of May, 2018.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



Date: April 26, 2018

To: Mayor and City Council

From: Kent Myers, City Manager

Subject: FY 2018 Mid-Year Budget Report

Every year we conduct a mid-year analysis of the City Budget to ensure that revenues and expenses are meeting our original budget projections made 7-8 months ago. This report will provide information on this analysis. I will provide a summary of this report during next Monday's Council meeting.

This report also identifies several budget amendments that are recommended for Council approval due to changes that have occurred during the first six months of this fiscal year. These amendments will require City Council action at your next meeting on May 7. This year the number of budget amendments has been reduced with most of our revenues and expenses meeting the amounts included in the adopted City Budget.

General Fund

Following our review of the General Fund revenues for the first six months, it appears that most of these revenues are meeting the budgeted amounts. Some of the revenues such as park camping fees, STR permitting fees, interest revenues, building permit fees and mixed drink taxes are currently slightly above the budgeted amounts. On the other hand, several revenue items including gross receipts tax from Verizon appear to be slightly below budget. Our total General Fund revenues are well within budget at this mid-year point.

There are three General Fund revenue items which were received during the first six months of this year which were not budgeted. Both of these items will require an amendment in order to add to this year's Budget. This includes payment of \$674,433 from the County for the property that they purchased from the City adjacent to the Airport. It is recommended that the Council postpone the allocation of these funds and discuss how to use these funds during the 2018 budget process.

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The City of Fredericksburg

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The second change in revenues includes a new Police Department grant that we received this year that was not anticipated when we developed the 2017 Budget. This grant for \$21,199 is for the purchase of new rifle-resistant body armor for some of our officers.

The other revenue item that was not budgeted is the payment from the Seven Hills Hotel and Conference Center for the City's legal expenses related to development of the agreement for use of HOT funds. The total paid by Seven Hills for these expenses is \$16,430 which will require a budget amendment along with the offsetting legal expenses paid by the General Fund.

In terms of General Fund expenses City departments are operating within their budgeted amounts. However, there will be a need for several budget amendments including the legal expenses mentioned above that have been fully reimbursed by the developer. Also the City Council authorized payment of \$19,308 to the 175th Anniversary Committee from the proceeds left over from the 150th Anniversary event. This payment will need to be covered in a budget amendment.

It is also recommended that we add \$88,348 to the Police Department budget at this time to cover the expenses for police equipment funded from several grants that we received this year. We did not budget the expenses for these grants including the new one mentioned above.

In addition, I wanted to remind the City Council that no funds were budgeted this year for improvements to the building currently occupied by the Art Guild. The costs for these improvements are still not known until we open bids in about 30 days. Once the costs are defined, the Council will need to discuss whether or not to proceed with these improvements and which city fund should cover these costs.

Also, we budgeted \$100,000 this year for the renovations of the restrooms at Lady Bird Johnson Park. Based upon recent conversations with local contractors, this funding will not be adequate to cover these costs. So we will not be making these improvements which will result in a budget savings of \$100,000. We can discuss updated costs for these improvements as part of next year's budget process. In the meantime, it is recommended that the budget amendments include a deletion of these expenses for this year.

Finally, over the past several years we have approved budget amendments to cover the past year's unbudgeted Golf Course deficit. This avoids us from building up this deficit over several years. As reported during our recent presentation on our annual financial report, this additional deficit for last year was \$459,227. There are sufficient funds in our prior year fund balance to cover this amendment.

Electric Fund

The revenues and expenses for the Electric Fund are all within budget this year. Our revenues for the Electric Fund increase during heavy use in the summer months. So it is somewhat difficult to project our total revenues at this time. However, the revenues are currently over budget and we should be in good shape at the end of the year.

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The City of Fredericksburg

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A number of expenses in the Electric Fund are also seasonal and are difficult to project at this time. However, all major expense accounts such as salaries, vehicle maintenance, contract professional services and training are within budget. We have experienced no major unanticipated expenses this year in the Electric Fund. Therefore, we do not recommend any budget amendments for the Electric Fund.

Water Fund

The revenues for the Water Fund are currently in very good shape at the mid-point of this year. All major revenues are within budget with several revenues, such as miscellaneous water revenues and sale of fixed assets currently well over the budgeted amounts. This is due to receiving \$75,000 for the settlement of the Hahn Well litigation and the sale of several pieces of surplus equipment.

All non-capital expenses in the Water Fund are also within budget at this time. However, there are three changes that have taken place in terms of capital projects in the Water Fund. These changes will result in net savings in the Water Fund of over \$1 million by the end of the year. This includes the fact that we will not be expending the \$670,000 that we budgeted for the utility improvements around the Fair Grounds for the Sports Park project. Also, we budgeted \$885,100 for water pressure improvements in the Windcrest area. We are going to be able to do these improvements in-house and these funds will not be expended this year. We will include budget amendments eliminating the costs for these two projects this year.

On the other hand we had one project, the Administration Building at the Water Reclamation Plant, which was budgeted last year but not completed until last month. We will need a budget amendment of \$116,712 to cover the costs for completion of these building improvements and the on-site parking and curbing improvements.

Golf Fund

As you know, we are making a number of changes to Golf Course operations as a result to the new contract with Touchstone Golf. Some of these changes, such as the improvements to the golf range building, the addition of the new drink cart and the sale of alcoholic beverages are still being implemented. While these changes will have a positive financial impact on our revenues for the Golf Course, we will not be able to determine this impact until later this year. In addition, we are now entering our busy period at the Golf Course and it is difficult to project our total revenues from the winter months.

As a result of the new agreement with Touchstone, we have experienced numerous changes in our expenses since the first of the year. We have added new equipment while reducing our overall personnel costs. We have made major changes to our food operations which has increased initial start-up expenses. Once again, it is difficult to anticipate the total Golf Course expenses at this time. However, it appears that these expenses will decrease from the prior year.



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This year we budgeted a deficit in the Golf Course of \$337,500. At this time it appears that we will exceed this deficit as a result to the payout of PTO, new leases on equipment and other changes that have been made. However, the deficit should be well below the \$659,227 deficit that we experienced last year. No budget amendment is recommended in the Golf Fund at this time other than the \$459,227 previously stated to cover the additional deficit from last year.

Tourism Fund

The HOT funding that we collect for the Tourism Fund was budgeted this year at \$3,262,000 which is a 5.5% increase over what was projected for HOT collections last year. To date our HOT collections have not met our budget projections. As shown on the attached page, total HOT funds collected at the end of March were about \$22,000 less than the amount collected during the same period last year. However, several large payments have been made during April. We will have an updated report on HOT revenues to share with the Council at Monday's Council meeting.

This week Laura and I met with Ernie Loeffler and Bill Heath with the CVB to discuss the fact that HOT revenues are currently below budget. We agreed that it was still too early to project accurately the amount of HOT revenues that we will collect this year. We also agreed that we would carefully monitor these payments and meet once again in June to discuss. If the revenues do not meet the budget at that time then we will recommend a reduction in the final payment to the CVB this year to offset this decrease.

Other City Funds

The other City funds such as our Solid Waste Fund and EMS Fund are currently in good shape and no budget amendments are recommended to these funds. The only exception is our Drainage Fund. As you may recall, we added \$292,700 to this fund in anticipation that the Council would adopt new storm water fees this year and principal and interest payments were budgeted for equipment purchases. Since these fees will likely not be adopted during this fiscal year, and the equipment will not be purchased, a budget amendment is recommended to reduce these revenues and expenditures.



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FY 2018 Mid-Year Proposed Budget Amendments - May 7, 2018 Council Meeting					
G/L Account	Description	2018 Budget	2018 Proposed	Amendment	Notes
General Fund Revenues					
01-00-4165-00	Miscellaneous Admin Revenues	18,000.00	34,430.00	16,430.00	Reimbursement of Hotel Conference Center legal expenses, \$16,430
01-00-4252-00	Police Dept Grant Revenue	67,049.00	88,248.00	21,199.00	Add new Police Dept Grant Awarded in FY 2018 - Rifle-Resistant Body Armor, \$21,199
01-00-4581-00	Proceeds from Sale of Fixed Assets	10,000.00	684,433.37	674,433.37	Sold land to County, \$674,433.37
	General Fund Revenues	95,049.00	807,111.37	712,062.37	
Administration Expenditures					
01-20-3130-00	Legal Expenses	25,000.00	41,430.00	16,430.00	Hotel Conference Center legal expenses, \$16,430
01-20-3190-00	Miscellaneous Admin Expenses	4,000.00	23,308.00	19,308.00	Council approved payment of 150th Anniversary account balance to Fbg TX Anniversary Committee
01-20-6004-00	T-fer go Golf - (prior Deficit)	-	459,227.00	459,227.00	Prior year FY 2017 Golf Course Deficit
	Administration Expenditures	29,000.00	523,965.00	494,965.00	
Police Dept Expenditures					
01-22-4270-00	Police Equipment & Supplies	82,600.00	125,199.00	42,599.00	Amend Budget for equipment purchased with Grant revenues
01-22-5230-00	Police Dept Equipment	5,650.00	51,399.00	45,749.00	Amend Budget for equipment purchased with Grant revenues
	Police Expenditures	88,250.00	176,598.00	88,348.00	
Park Dept Expenditures					
01-25-5532-00	LBJ Pecan Restroom Replacement	100,000.00	-	(100,000.00)	Postponed until next fiscal year due to inadequate funding this fiscal year
		100,000.00	-	(100,000.00)	
	General Fund Revenue Total	95,049.00	807,111.37	712,062.37	
	General Fund Expenditure Total	217,250.00	700,563.00	483,313.00	
	General Fund Net Amount	(122,201.00)	106,548.37	228,749.37	
Water Fund Expenditures					
03-21-5419-00	Fairgrounds/Sports Park Util	670,000.00	-	(670,000.00)	Utility improvements for Fairgrounds/Sports Park Project will not be done this fiscal year
03-21-5420-00	Windcrest Area Pressure Improvements	885,100.00	-	(885,100.00)	Improvements will be done in-house and these funds will not be expended this fiscal year
03-21-5409-00	WWTP Office / Lab / Workshop	-	116,712.00	116,712.00	Expenses to complete Adm Bldg, on-site parking & curbing improvements at Water Reclamation Plant
	Water Fund Expenditures	1,555,100.00	116,712.00	(1,438,388.00)	
Golf Fund Revenues					
04-00-4161-00	Transfer from General Fund	337,500.00	796,727.00	459,227.00	Prior year FY 2017 Golf Course Deficit
	Golf Fund Revenues	337,500.00	796,727.00	459,227.00	
Drainage Revenues					
10-00-4250-00	Drainage Utility Revenues	371,100.00	78,400.00	(292,700.00)	Reduce budget by new proposed fee that will not be implemented this fiscal year
	Drainage Revenues	371,100.00	78,400.00	(292,700.00)	
Drainage Expenditures					
10-21-6084-00	Principal - Wheel Loader	47,200	-	(47,200.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6085-00	Interest - Wheel Loader	300	-	(300.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6086-00	Principal - Dump Truck	27,700	-	(27,700.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6087-00	Interest - Dump Truck	200	-	(200.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6088-00	Principal - Bucket Truck	45,000	-	(45,000.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6089-00	Interest - Bucket Truck	300	-	(300.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6090-00	Principal - Chipper	18,900	-	(18,900.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6091-00	Interest - Chipper	100	-	(100.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6092-00	Principal - Mowers	6,200	-	(6,200.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6093-00	Interest - Mowers	100	-	(100.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6094-00	Principal - Tractor & Shredder	16,700	-	(16,700.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6095-00	Interest - Tractor & Shredder	100	-	(100.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6096-00	Principal - Miscellaneous Equipment	3,400	-	(3,400.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6097-00	Interest - Miscellaneous Equipment	100	-	(100.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6098-00	Principal - Backhoe	31,800	-	(31,800.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6099-00	Interest - Backhoe	200	-	(200.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6100-00	Principal - Herbicide Applicator	6,700	-	(6,700.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
10-21-6101-00	Interest - Herbicide Applicator	100	-	(100.00)	Will not purchase equipment for Vegetation Management Program this fiscal year
	Drainage Expenditures	205,100.00	-	(205,100.00)	
	Drainage Fund Revenue Total	371,100.00	78,400.00	(292,700.00)	
	Drainage Fund Expenditure Total	205,100.00	-	205,100.00	
	Drainage Fund Net Amount	166,000.00	78,400.00	87,600.00	
	Total Revenues	803,649.00	1,682,238.37	878,589.37	
	Total Expenditures	1,977,450.00	817,275.00	(1,160,175.00)	
	Total Net Amount	(1,173,801.00)	864,963.37	2,038,764.37	

Hotel Occupancy Tax Collection Summary by Month FY 2018 vs FY 2017

The GL records the payment at the time the payment is received.

Not the period the revenues were earned.

	FY 2018	FY 2017	Variance	% Variance
October	439,804.09	467,927.81	(28,123.72)	-6.01%
November	153,407.81	152,367.64	1,040.17	0.68%
December	33,813.84	53,661.28	(19,847.44)	-36.99%
January	473,536.17	393,365.69	80,170.48	20.38%
February	286,682.82	325,315.70	(38,632.88)	-11.88%
March	54,677.07	71,142.25	(16,465.18)	-23.14%
April	370,009.32	373,739.33	(3,730.01)	-1.00%
May		267,294.32		
June		30,713.35		
July		495,438.16		
August		229,520.04		
September		146,111.50		
	1,811,931.12	3,006,597.07	(25,588.58)	
Budgeted	3,262,000.00	2,878,000.00	384,000.00	13.34%
YTD Budget (7 months)	1,902,833.33	1,678,833.33	224,000.00	
YTD Actual at 4/30	1,811,931.12	1,837,519.70	(25,588.58)	
Budget vs Actual Variance	(90,902.21)	158,686.37	(249,588.58)	