

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, JUNE 15, 2015 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Jerry Luckenbach, Council Member

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

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

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

Page Ref

1. **MINUTES** - Approve Minutes of May 2015 Meetings. 1-13
2. **PUBLIC HEARING**
 - A. **PUBLIC HEARING Z-1506** by Ray Herrera to Consider a (1) Change in Land Use Plan from Low Density Residential to Commercial on Properties Located at 1403 E Main St. And 101 Cristol Drive, and (2) Change in Zoning from R-1 Single Family Residential to C-1, Neighborhood Commercial on Property Located at 101 Cristol Drive 14-21
 - B. **PUBLIC HEARING Z-1507** by Kevin Spraggins on Behalf of Windcrest Development Group for a Conditional Use Permit to allow a Convalescent Service Use in the R-2 Mixed Residential Zoning District on a 4.38 Acre Tract of Land Located at the Intersection of Windcrest Drive and Post Oak Road. 22-30
3. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
 - A. Receive Recommendation and Consider Ordinance Re. Z-1506.
 - B. Receive Recommendation and Consider Z-1507.
4. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Consider Purchase of Property on Friendship Lane 31-40
 - B. Consider Insurance for 4th of July Parade 41
4. **CITY MANAGER'S REPORT**
 - A. Update on 2016 City Budget
 - B. Special City Council Meeting in July - Golf Course and Conference Center
 - C. Appraisal District Offices
 - D. City Employee Recognitions
5. **ITEMS FOR FUTURE AGENDAS**

6. **PUBLIC COMMENTS** This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.
7. **COUNCIL COMMENTS** - No discussion or action may take place.
8. **ADJOURN**

STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

REGULAR CITY COUNCIL MEETING
MAY 4, 2015
6:00 PM

On this the 4TH day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
JERRY LUCKENBACH - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER

ABSENT: GARY NEFFENDORF - COUNCIL MEMBER

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
LAURA HOLLENBEAK - DIR OF FINANCE
RUSSELL IMMEL - IT MANAGER
STEVE WETZ - POLICE CHIEF

The meeting was called to order at 6:00 PM., followed by the Pledge of Allegiance.

MINUTES – It was moved by Council Member Luckenbach, seconded by Council Member Watson, to approve the minutes of the March 2015 meetings as presented. All voted in favor and the motion carried.

CONSENT AGENDA - It was moved by Council Member Luckenbach, seconded by Council Member Watson, to approve the Consent Agenda as follows:

1. Acceptance of Truck Donation, 2001 GMC Van, from UniFirst Holdings LP.

The vote was as follows: AYE: Langerhans, Watson, Pearson, and Luckenbach; NAY: None. Motion carried.

ORDINANCE ON REGULATIONS FOR MOBILE FOOD ESTABLISHMENTS, SECOND READING – It was moved by Council Member Pearson, seconded by Council Member Luckenbach, to approve the Ordinance regulating mobile food establishments as presented. The vote was as follows: AYE: Langerhans, Watson, Pearson, and Luckenbach; NAY: None. Motion carried.

ORDINANCE 25-004

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FREDERICKSBURG TO ADD MOBILE FOOD ESTABLISHMENTS AS PRINCIPAL PERMITTED USES IN CERTAIN ZONING DISTRICTS, TO AMEND SECTION 8.100 OF

THE ZONING ORDINANCE TO ADD MOBILE FOOD ESTABLISHMENTS AS AN EXCEPTION TO THE REQUIREMENTS OF TEMPORARY USE TYPES, TO ADD CHAPTER 8-BUSINESSES, ADDING REGULATIONS FOR MOBILE FOOD ESTABLISHMENTS, DEFINITIONS, REPEAL OF INCONSISTENT PROVISIONS, SEVERABILITY, PENALTIES, EFFECTIVE DATE AND CODE PUBLICATION. (Recorded in Ordinance Book)

RESOLUTION OF SUPPORT FOR REMOVAL OF ARUNDO DONAX – It was moved by Council Member Luckenbach, seconded by Council Member Watson, to adopt a Resolution of Support for the Removal of Arundo Donax. All voted in favor and the motion carried.

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF FREDERICKSBURG
REGARDING INVASIVE ARUNDO DONAX (GIANT REED)**

A RESOLUTION OF THE CITY OF FREDERICKSBURG, TEXAS RECOGNIZING THE ECOLOGICAL THREAT POSED BY INVASIVE ARUNDO DONAX (GIANT REED) AND THE IMPORTANCE OF PARTNERSHIPS IN IMPROVING THE RESILIENCE OF NATURAL SYSTEMS WITHIN THE CITY.

WHEREAS, The City of Fredericksburg and residents recognize the Town Creek and Barons Creek as ecologically significant for their native plant diversity, ecosystem services, healthy aquatic communities and significant contribution as tributaries to the Pedernales River; and

WHEREAS, the encroachment of non-native and invasive species, particularly *Arundo donax* (commonly known as Carrizo Cane, Giant Cane, or Giant Reed) has been steadily increasing in recent years and has negatively impacted the health of those creeks and the native plant, animal and insect communities they support, and is the source population for Arundo downstream in the Pedernales River; and

WHEREAS, due to the spread of Arundo donax, those creeks could experience decreases in water volume, altered water courses, decreases in plant diversity, lowered visibility into and across riparian areas, increased fire hazards, reductions in proper riparian function, and increased flooding risk along riparian areas; and

WHEREAS, the City of Fredericksburg is committed to supporting practices that improve the beauty, health and resilience of the riparian areas within city limits and reduce the risk of a monoculture of invasive species.

NOW, THEREFORE, BY ACTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, BE IT RESOLVED THAT THE CITY OF FREDERICKSBURG;

Will encourage the proper treatment of *Arundo donax* on city-owned property and will work with its partners to educate and encourage landowners, businesses, resident communities and public entities to join this commitment to improve riparian health and resilience for the benefit of current and future populations.

PASSED AND APPROVED this 4TH day of May, 2015.

/s/ Linda Langerhans, Mayor

ATTEST: /s/ Shelley Britton, City Secretary

REQUEST FROM OKTOBERFEST FOR STREET CLOSURE AND PARKING LOT CLOSURE – It was moved by Council Member Watson, seconded by Council Member Luckenbach, to approve the request by Oktoberfest Manager Debbie Farquhar-Garner to close the 100 block of North Adams (Monday October 1 thru Monday October 5) and the parking lot by City Hall on Crockett Street, Friday October 2-Sunday October 4. The vote was as follows: AYE: Langerhans, Watson, Pearson, and Luckenbach; NAY: None. Motion carried.

BARONS CREEK PROPERTY EXCHANGE – Tabled.

CITY MANAGER'S REPORT – City Manager Kent Myers reported on (1) Combined Dispatch Center, (2) Gillespie Central Appraisal District, (3) City Council Retreat May 13, and (4) Employee Recognitions.

PUBLIC COMMENTS – No comments.

COUNCIL COMMENTS – Council members reported on various meetings attended.

With no further discussion, Council Member Luckenbach made a motion to adjourn the meeting at 6:35 PM. Council Member Pearson seconded the motion. Motion carried.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

SPECIAL CITY COUNCIL MEETING
MAY 13, 2015
8:30 PM

On this the 13th day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Fire Dept. Training Room, City Hall, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER

GARY NEFFENDORF - COUNCIL MEMBER

ABSENT: NONE

CITY COUNCIL RETREAT – Council held a quarterly retreat to discuss a variety of issues, including: (1) Mid-Year Budget Report, (2) Interim Report – Office Space Committee, (3) Proposed 2016 City Bond election, (4) Amendments to the City Charter. No action taken.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * * * * * * * * * *

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**SPECIAL CITY COUNCIL MEETING
MAY 18, 2015
5:45 PM**

On this the 18th day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
JERRY LUCKENBACH - COUNCIL MEMBER
BOBBY WATSON- COUNCIL MEMBER
GARY NEFFENDORF – COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS – CITY MANAGER

The meeting was called to order at 5:45 PM.

CANVASS AND APPROVE MAY 9, 2015 ELECTION RESULTS – It was moved by Council Member Watson, seconded by Council Member Luckenbach, to adopt the following Order declaring the result of the May 9, 2015 City Election; the vote was unanimous:

ORDER DECLARING RESULT OF MAY 9, 2015 CITY ELECTION

On this the 18th day of May 2015, the City Council in special session open to the public at the Law Enforcement Center, with the following members present to wit:

LINDA LANGERHANS- MAYOR
JERRY LUCKENBACH - COUNCIL MEMBER
BOBBY WATSON- COUNCIL MEMBER
GARY NEFFENDORF – COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER

With no one being absent, constituting a quorum, and passed the following Order and Resolution:

There came to be considered the returns of a City Election on the 9th of May, 2015, for the purpose of an election to vote for two (2) Council Members for said city, as set forth in the Order calling said election, and it appearing that said election was in all respects legally held and that said returns were duly and legally made.

IT IS THEREFORE FOUND, DECLARED, AND SO ORDERED AND RESOLVED by the City Council of the City of Fredericksburg, Texas, that the legally qualified voters at said about mentioned election held on the 9th day of May, 2015 cast at said election the following votes:

COUNCIL MEMBER

Neffendorf - 328

Sigg - 151

Pearson – 282

TOTAL VOTES CAST: 425

As shown in the official election returns submitted to the City Council of the City of Fredericksburg, Texas, on May 18, 2015 by the officers holding said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the order of this governing body, the City Secretary posted notice of the date, place, and subject of this meeting on the bulletin board located at City Hall, a place convenient to the public, said notice having so posted and remaining posted for at least 72 hours preceding the time on this meeting.

The Order passed unanimously.

PASSED AND APPROVED this the 18th day of May, 2015.

/s/ Linda Langerhans, Mayor

Attest: /s/ Shelley Britton, City Secretary

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 5:55 PM. Council Member Luckenbach seconded the motion. Motion carried.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**REGULAR CITY COUNCIL MEETING
MAY 18, 2015
6:00 PM**

On this the 18th day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
LAURA HOLLENBEAK - DIR OF FINANCE
PAT MCGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN - DIR OF DEVELOPMENT SERVICES
STEVE WETZ - CHIEF OF POLICE

The meeting was called to order at 6:00 PM following the Pledge of Allegiance.

MINUTES – It was moved by Council Member Watson, seconded by Council Member Neffendorf, to approve the minutes of the April 2015 meetings as presented. All voted in favor and the motion carried.

MAYOR PRO-TEM – It was moved by Council Member Luckenbach, seconded by Council Member Watson, to appoint Graham Pearson as Mayor Pro-Tem. All voted in favor and the motion carried.

CONSENT AGENDA - It was moved by Council Member Pearson, seconded by Council Member Watson, to approve the consent agenda as follows:

- Change the name of the Ft. Martin Scott Advisory Committee to the Ft. Martin Scott Advisory Board.

All voted in favor; motion carried.

PUBLIC HEARING ON Z-1503 BY ROYCE ASHLEY, 521 W. HIGHWAY ST., TO (1) CHANGE THE LAND USE PLAN FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL AND (2) CHANGE THE ZONING FROM R-2 MIXED RESIDENTIAL TO C-2 COMMERCIAL

– It was moved by Council Member Pearson, seconded by Council Member Neffendorf, to recess the regular session and open the public hearing on Z-1503 by Royce Ashley, 521 W. Highway St., to (1) Change the Land Use Plan from Medium Density Residential to Commercial and (2) Change the Zoning from R-2 Mixed Residential to C-2 Commercial. All voted in favor and the motion carried.

Mr. Ashley presented his plans; there were no public comments.

It was moved by Council Member Luckenbach, seconded by Council Member Pearson, to adjourn the public hearing and reconvene the regular session. All voted in favor and the motion carried.

ORDINANCE RE: Z-1503 – It was moved by Council Member Neffendorf, seconded by Council Member Pearson, to approve Z-1503 by Royce Ashley, 521 W. Highway St., to (1) Change the Land Use Plan from Medium Density Residential to Commercial and (2) Adopt an Ordinance to Change the Zoning from R-2 Mixed Residential to C-2 Commercial. The vote was as follows: Aye: Langerhans, Neffendorf, Watson, Luckenbach, and Pearson. NAY: None. Motion carried.

ORDINANCE NO

ORDINANCE AMENDING SUBDIVISION ORDINANCE – TRAILS/SIDEWALK PLAN (FIRST READING) - Joe Davis, of the Former Texas Ranger Association, presented his concerns for the required sidewalk at the Former Texas Rangers facility.

Following his comments, Brian Jordan, Director of Development Services, briefed Council on the process thus far on the Amendment to the Subdivision Ordinance – Trails/Sidewalk Plan. City Manager Kent Myers also presented information from the January Council retreat. Each Council Member commented on focusing on the center of town where most of the foot traffic is, and the schools. No action was taken.

ORDINANCE AMENDING SOLICITOR ORDINANCE (FIRST READING) – City Manager briefed Council on the current Solicitor Ordinance and problems that have come up. No action taken.

ORDINANCE GRANTING FEE WAIVERS FOR WORK FORCE AND AFFORDABLE HOUSING (FIRST READING) – Jeff Williams and Tim Lehmberg addressed Council

concerning their support of an ordinance waiving fees for workforce and affordable housing Z-1508. No action taken.

SETTLEMENT RESOLUTION APPROVING A CHANGE IN RATES FOR ATMOS ENERGY CORPORATION – It was moved by Council Member Neffendorf, seconded by Council Member Luckenbach, to approve the Settlement Resolution approving a change in rates for Atmos Energy Corporation, as recommended by the city’s consultants, ATM. The vote was as follows: AYE: Langerhans, Watson, Pearson, and Luckenbach; NAY: None. Motion carried.

RESOLUTION NO. 05-18-15

A RESOLUTION BY THE CITY OF FREDERICKSBURG, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

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

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

WHEREAS, pursuant to the Rate Review Mechanism (“RRM”) for 2015 filed with the City on or around February 27, 2015 for a proposed system-wide increase of \$28.7 million; and

WHEREAS, experts representing ATM have been analyzing data furnished by Atmos and interviewing Atmos' management regarding the RRM; and

WHEREAS, in May 2015, ATM and Atmos entered into a Settlement Agreement which resolved the 2014 RRM and 2015 RRM; and

WHEREAS, the settlement agreement permits Atmos to implement an increase of \$21.87 million increase over the current interim rates Atmos is charging, which when combined with the increase under the 2014 RRM produces an increase of \$65.7 million increase over Atmos' 2013 revenues; and

WHEREAS, as part of the settlement agreement, Atmos will dismiss its pending appeal at the Railroad Commission of Texas, Atmos will not seek to recover rate case expenses over and above the agreed rate increase; and

WHEREAS, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next RRM filing.

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

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

Section 2. The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2015.

Section 3. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 4. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 6. This Resolution shall become effective from and after its passage.

Section 7. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

PASSED AND APPROVED this 18th day of May, 2015.

/s/ Linda Langerhans
Mayor

ATTEST:

/s/ Shelley Britton
City Secretary

LITIGATION ON HAHN WELL PROPERTY – Brian Bishop, representing the Brown family presented information on the water rights agreement between the Brown family and the City of Fredericksburg. No action was taken

FINAL REPORT ON SKATE PARK – This item was pulled from the agenda and will be heard at the next regular meeting.

2014 HISTORIC REVIEW BOARD ANNUAL REPORT - This item was pulled from the agenda and will be heard at the next regular meeting.

PRESENTATION FROM GILLESPIE COUNTY COURTHOUSE SQUARE ADVISORY COMMITTEE REGARDING THE COURTHOUSE SQUARE MASTER PLAN - Barry

Wagner and Tim Kooch presented information from the Gillespie County Courthouse Square Advisory Committee regarding the Courthouse Square Master Plan. No action was taken.

KNAUTH WELL BID – D.P.W.U. Clinton Bailey presented the bids and the recommendation from LBG-Guyton Associated to award the contract to Whienant & Lyle for \$313,396. It was moved by Council Member Pearson, seconded by Council Member Watson, to approve as presented. The vote was as follows: AYE: Langerhans, Pearson, Neffendorf, Luckenbach, and Watson.

LANGUAGE FOR HOT CONTRACTS - No action taken.

CITY MANAGER'S REPORT - City Manager's Report included (1) Council Budget Meeting – June, (2) Combined Dispatch Center, (3) Appraisal district – Collection of Property Taxes, and (4) Employee Recognitions, including Katherine Kuhlman and Laura Hollenbeak.

PUBLIC COMMENTS – Russ Rose commented on the Golf Course; Walter Moldenhauer commented on Fredericksburg Shines, sidewalks, and recycling and Sandra Weinheimer commented on the Old Fair Park ball fields.

COUNCIL COMMENTS – Council Members commented on various board meetings attended.

EXECUTIVE SESSION - It was moved by Council Member Luckenbach, seconded by Council Member Neffendorf, to recess the regular session and go into Executive Session at 8:55 PM. All voted in favor and the motion carried. At 9:30 PM, it was moved by Council Member Luckenbach, seconded by Council Member Pearson, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

The following items were discussed in Executive Session:

LITIGATION ON HAHN WELL PROPERTY – It was moved by Council Member Pearson, seconded by Council Member Luckenbach, to deny the claim on the Hahn Well as presented. The vote was as follows: AYE: Langerhans, Pearson, Watson, Luckenbach, and Neffendorf; NAY: None. Motion carried.

With no further business, Council Member Neffendorf made a motion to adjourn the meeting at 9:35 PM. Council Member Watson seconded the motion. Motion carried.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

SPECIAL CITY COUNCIL MEETING
MAY 26, 2015
4:00 PM

On this the 26th day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at City Hall, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
LAURA HOLLENBEAK - DIR OF FINANCE
PAT McGOWAN - CITY ATTORNEY
KYLE KOCH - FIRE MARSHALL
BRIAN JORDAN - DIR OF DEVELOPMENT SERVICES

Tim Dooley offered comments regarding the Appraisal District's interest in working with the City on a new Appraisal District office building.

EXECUTIVE SESSION - It was moved by Council Member Neffendorf, seconded by Council Member Luckenbach, to recess the regular session and go into Executive Session at 4:11 PM. All voted in favor and the motion carried. At 4:58 PM, it was moved by Council Member Luckenbach, seconded by Council Member Pearson, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

The following items were discussed in Executive Session:

PURCHASE OF PROPERTY ON FRIENDSHIP LANE - It was moved by Council Member Pearson, seconded by Council Member Watson, to authorize the City Manager to negotiate the purchase of the property on Friendship Lane. All voted in favor and the motion carried.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

* * * * *

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**SPECIAL CITY COUNCIL MEETING
MAY 28, 2015
11:30 AM**

On this the 28th day of May, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session in the Fire Dept Training Room at City Hall, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GRAHAM PEARSON - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER

ABSENT: BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER

ALSO PRESENT: KENT MYERS - CITY MANAGER
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN – DIR OF DEVELOPMENT SERVICES
KYLE STAUDT – BUILDING INSPECTOR
LAURA HOLLENBEAK – DIR OF FINANCE

The meeting was called to order at 11:33 am.

INFORMATION PRESENTED BY GCAD ON ITS NEW FACILITY NEEDS – The City's proposed acquisition of property on Friendship Lane was discussed; no action was taken.

With no further discussion, Council Member Pearson made a motion to adjourn the meeting at 12 noon. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 15th day of June, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

* * * * *



CITY COUNCIL MEMO

DATE: June 8, 2015

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Z-1506

1. Change in the Land Use Plan from Low-Density Residential to Commercial on 101 Cristol Drive and 1403 E. Main Street; and
 2. Change in Zoning from R-1 Single-Family Residential to C-1 Neighborhood Commercial on 101 Cristol Drive
-

Summary:

The subject properties are located at the intersection of Cristol Drive and E. Main Street. The property at 1403 E. Main Street is zoned C-1 and contains a commercial type building with access from Main Street. The property at 101 Cristol Drive is zoned R-1 and contains a single-family residence with access from Cristol Drive. The applicant is requesting that both properties be zoned the same C-1, Neighborhood Commercial. The property is bordered by single family homes within the Nixon Terrace Addition to the west, the First Baptist Church to the south and commercial to the north (Baron's Creek Shopping Center).

(14)

The City of Fredericksburg

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

Recommendation:

The Planning and Zoning Commission voted unanimously to deny the request. Staff concurs with this recommendation. Six letters have been received in opposition of the request and two in support.

Background / Analysis:

See attached Zoning Brief for request Z-1506

LAND USE PLAN AND ZONING CHANGE BRIEF
Rezoning Request # Z-1506

OWNER/APPLICANT: Ray Herrera

LOCATION: 101 Cristol Drive and 1403 E. Main Street

SIZE: 101 Cristol Dr. – 0.387 acres
1403 E. Main Street – 0.347 acres

EXISTING ZONING: 101 Cristol Dr. - R-1, Single Family Residential
1403 E. Main Street – C-1, Neighborhood Commercial

PROPOSED CHANGE:

1. Change in the Land Use Plan from Low Density Residential to Commercial on both properties, and
2. Change in Zoning from R-1 Single Family Residential to C-1 Neighborhood Commercial on 101 Cristol Dr.

FINDINGS:

- The property is two tracts, with 101 Cristol Dr. having a single-family home and 1403 E. Main Street having a commercial structure.
- Access to the Main Street property is on Main Street and access to the Cristol Dr. property is on Cristol Dr.
- Utilities are currently serving both properties.
- The 101 Cristol Dr. property is zoned R-1, Single Family Residential, and is part of the Nixon Terrace Addition. The 1403 E. Main Street property is zoned C-1, Neighborhood Commercial and is unplatted. Adjoining properties to the west and north are zoned R-1, to the east across Main Street are zoned C-2 and PUD and property to the south is C-1 and C-2.
- The Land Use Plan identifies the subject properties, as well as the property to the west as Low Density Residential, property to the north and across Main Street as Mixed use Corridor and property to the south as Public Facilities.
- Land uses surrounding this property include single family homes to the west and north, a shopping center across Main Street and the Baptist Church to the south.

LAND USE PLAN: The Land Use Plan basically calls for everything within the Nixon Terrace subdivision along both sides of Cristol Dr. as Low Density Residential, the church property as Public Facilities and along Main Street as Mixed Use Corridor (see attached). The applicants own both properties and have been using the commercial building located at 1403 E. Main Street for their business (Global Cooling) and are living in the property at 101 Cristol Drive. They are requesting that the Land Use Plan and Zoning of both properties be the same.

In staff's opinion, a change in the land use plan for a these two lots would not be appropriate. Changing the land use plan on the property at 101 Cristol Dr. would be an encroachment into the residential neighborhood. It is acknowledged that this neighborhood is already somewhat isolated, but a change to commercial on one of the lots would not be recommended. And, a change in the land use plan for the 1403 E. Main Street property would mean that it would not be contiguous to any other commercial land use.

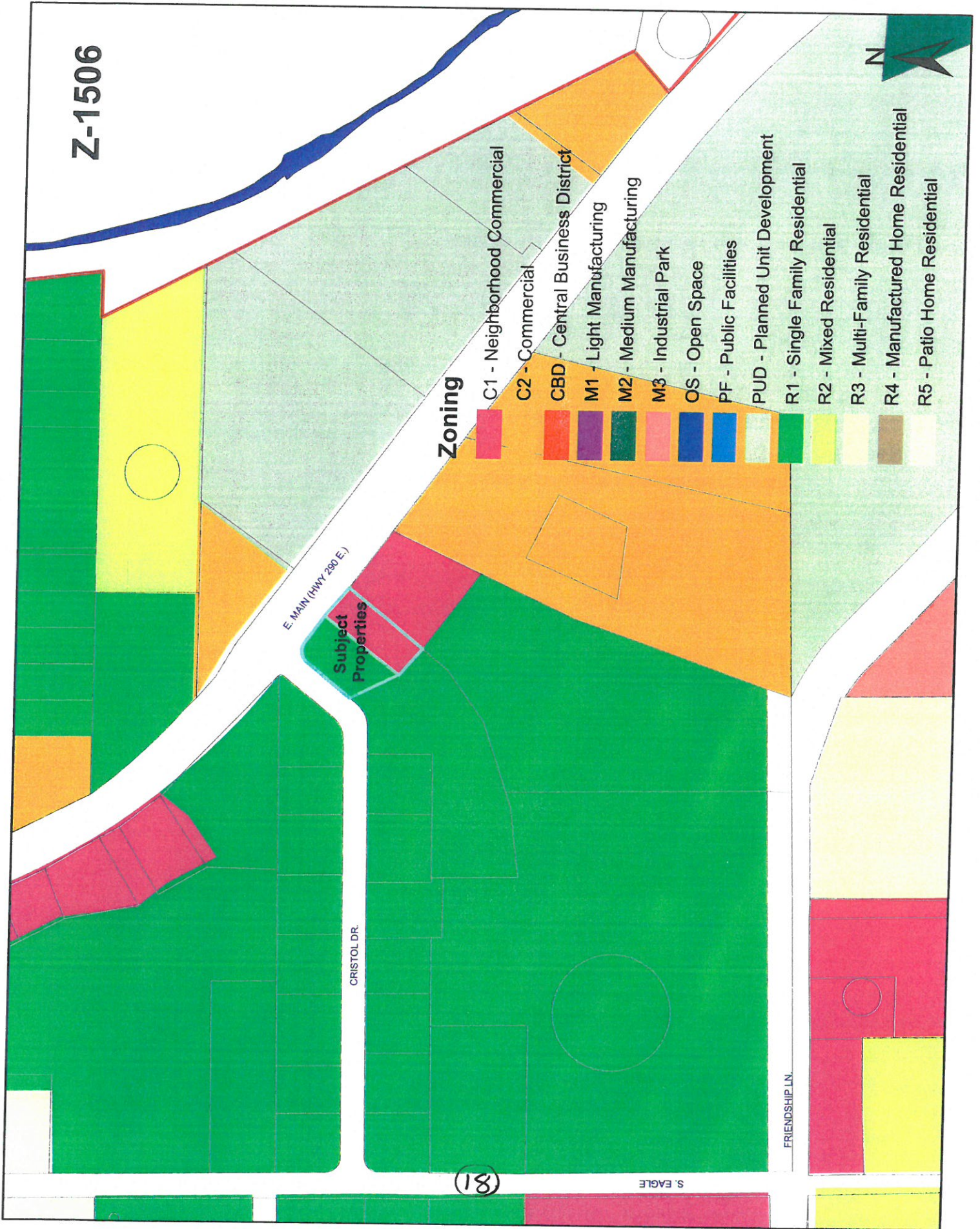
ZONING: The zoning of the property at 101 Cristol Dr. is R-1 Single Family Residential and the 1403 E. Main Street property is zoned C-1. While we understand that the current owner would like to have both properties zoned the same way, we do not recommend changing the residential home to commercial (see the attached zoning map).

OPPOSITION/SUPPORT OF REQUEST: Six letters in opposition and two in support of this request.

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

STAFF RECOMMENDATION: In staff's opinion, the property at 101 Cristol Dr. should remain as R-1, just as all the other lots within the Nixon Terrace addition. We realize that this property has frontage on E. Main Street, but do not believe that it should be changed to commercial. Staff concurs with the Commission's recommendation.

Z-1506



Z-1506



E MAIN (HWY 290 E.)

Subject Properties

CRISTOL DR.

Landuse

- Rural
- LDR
- MDR
- HDR
- PF
- PARK
- COMM
- IND

CBD-Downtown

- CBD-Uptown
- Mixed Use Corridor
- Employment Center
- Commercial Center



FRIENDSHIP LN.

S EAGLE

20

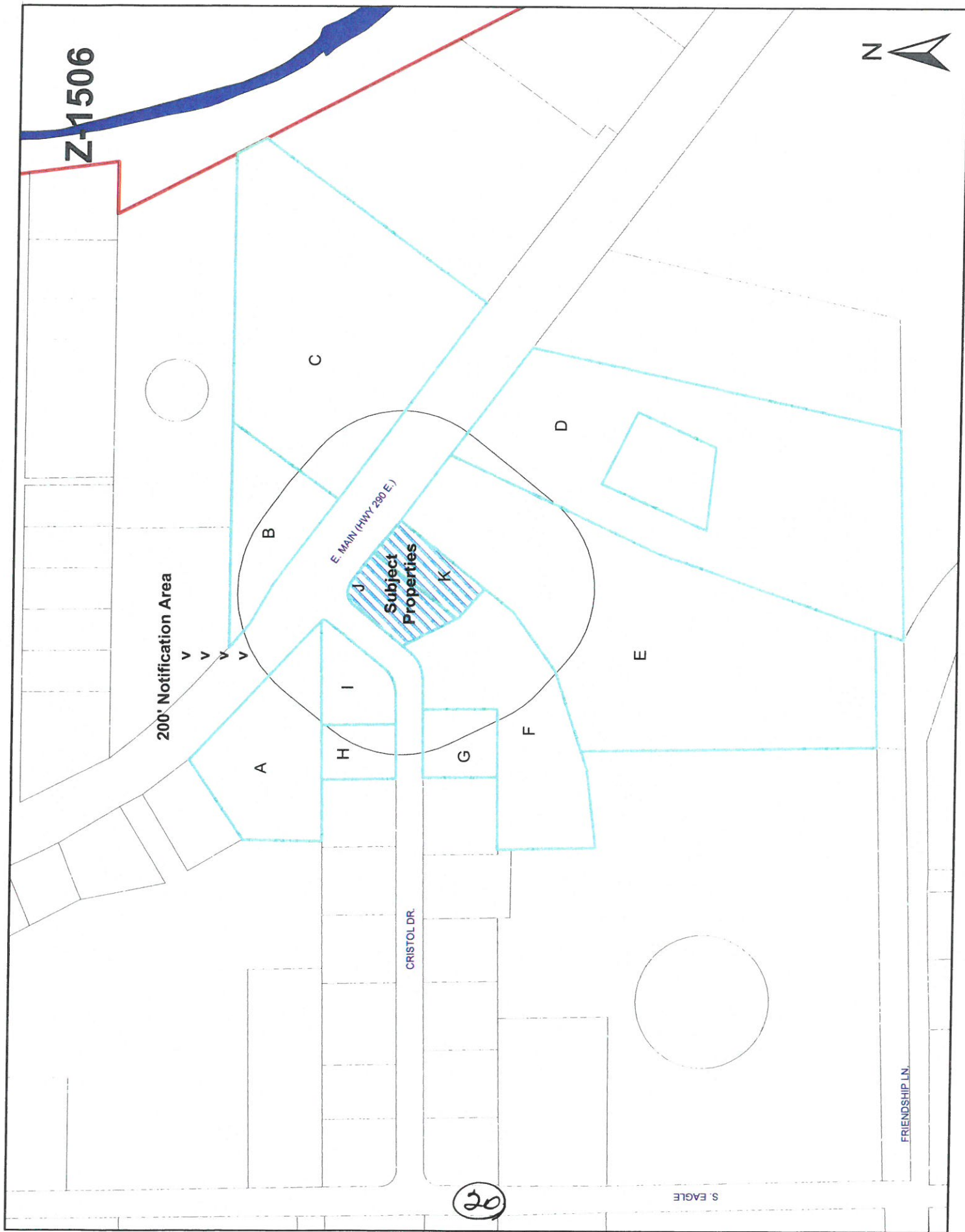
CRISTOL DR.

E. MAIN (HWY 280 E.)

Subject Properties

200' Notification Area

Z-1506





CITY COUNCIL MEMO

DATE: June 8, 2015

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Z-1507 Conditional Use Permit to allow Convalescence Services in an R-2, Mixed Residential Zoning District

Summary:

Windcrest Development Group, LLC under the primary direction of Bridgeview Capital, LLC, a Dallas based developer of private seniors and healthcare facilities is planning a fully licensed, state-of-the art 84 unit seniors housing community to contain 60 Licensed Assisted Living and 24 memory Care units. The improved area will be designed to segregate the levels of resident frailty within a consolidated square footage of approximately 75,000 square feet. The site is a 4.38 acre tract located at the northwest corner of W. Windcrest Drive and Post Oak Road.

The healthcare building will exceed all local, state and federal building codes for "Type B" licensure through the Texas Department of Aging and Disability Services. The facility design will blend in with local motif with a "Central Texas Country" design and will be fully furnished with comfortable amenities to create an "at-home" country atmosphere.

(22)

The City of Fredericksburg

Recommendation:

The Planning and Zoning Commission voted unanimously to recommend approval of the Conditional Use Permit. Staff concurs with this recommendation. One letter was received in support of the request and none in opposition.

Background / Analysis:

See attached Zoning Brief for request Z-1507

CONDITIONAL USE PERMIT BRIEF

Request Z-1507

Project: The Villages of Windcrest

Applicant: Kevin Spraggins, VEI Consulting Engineers

Location: Northwest of the intersection of W. Windcrest Drive and the extension of Post Oak Road

Existing Zoning: R-2, Mixed Residential

Request: Conditional Use Permit to allow Convalescence Services in an R-2 Zoning District

Site Plan Overview:

- The subject project will consist of a 60-bed assisted living facility and a 24-bed memory care facility.
- The site area is approximately 4.38 acres.
- The plan provides parking for 57 parking spaces, including 6 handicap accessible spaces.
- The site access will be from an extension of W. Windcrest Drive and Post Oak Road. A loop drive will be provided around the perimeter of the project to serve as a fire lane.
- Building coverage is estimated to be approximately 39% (55% maximum allowed in the R-2 District).
- Impervious coverage is estimated to be approximately 58% (65% maximum allowed in the R-2 District).
- Building height will be two-story.
- The site is currently surrounded by vacant land.
- Adjacent zoning is C-1 to the east, R-1 to the south and R-2 to the west and north.

Review and Evaluation Criteria:

A. CONFORMANCE WITH APPLICABLE REGULATIONS:

- The site complies with applicable regulations, including parking, impervious coverage, building coverage and setbacks.

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

- The proposed assisted living and memory care facility is compatible with uses in the surrounding area, including Windcrest neighborhood and Hill Country Memorial.

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

- We do not expect unfavorable effects from the proposed use.

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

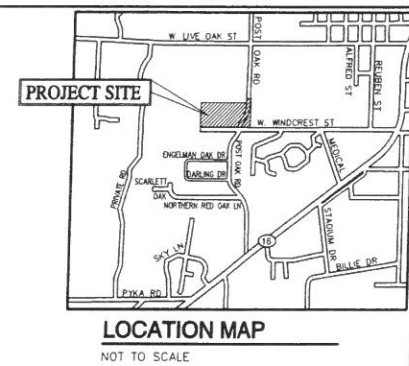
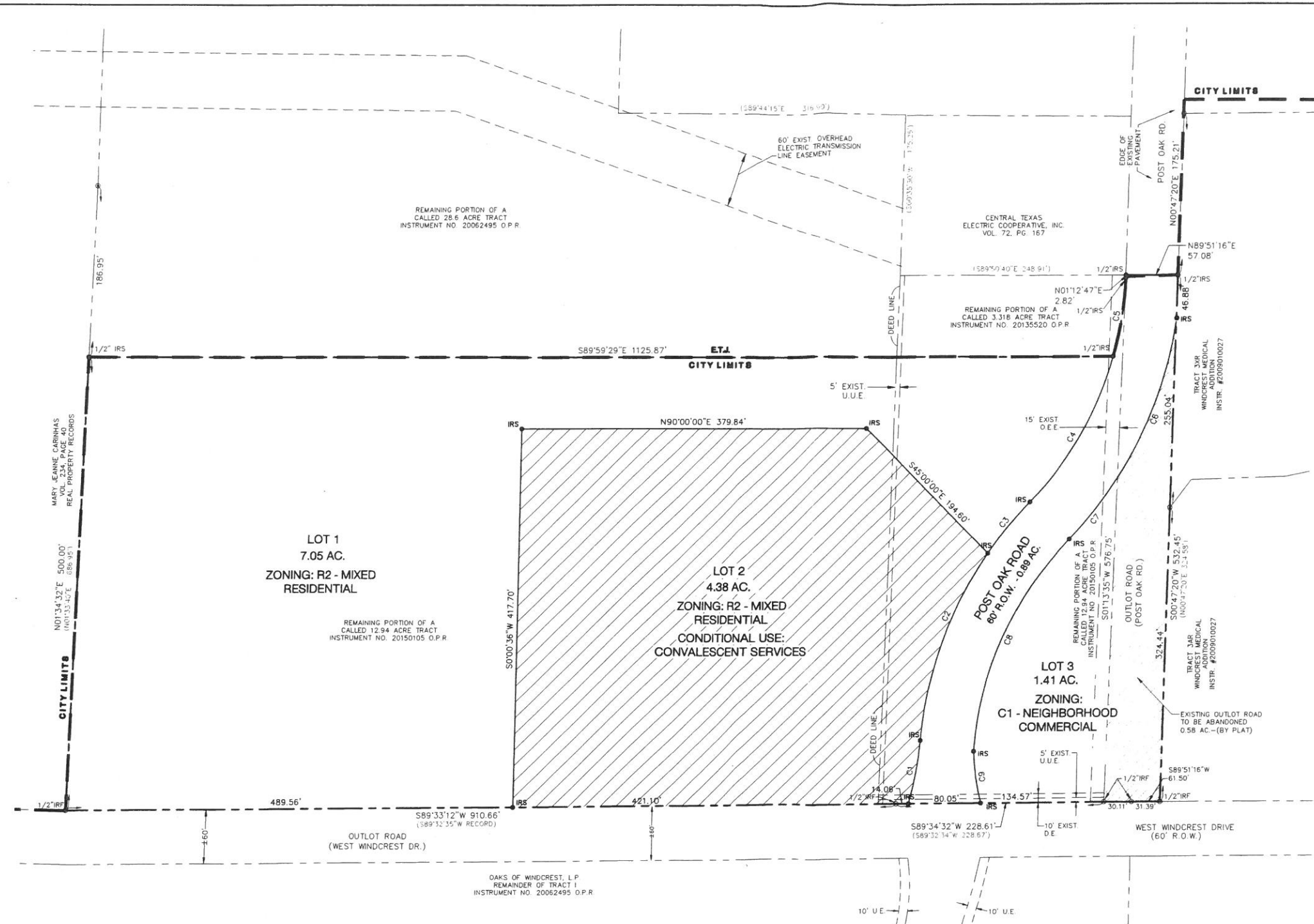
- None suggested.

- E. SAFETY AND CONVENIENCE OF VEHICULAR AND PEDESTRIAN CIRCULATION IN THE VICINITY:**
- With the extensions of Windcrest Drive and Post Oak Drive, we expect the safety and convenience of circulation to be improved within the vicinity.
- F. PROTECTION OF PERSONS AND PROPERTY FROM EROSION, FLOOD OR WATER DAMAGE, FIRE, NOISE, GLARE:**
- NA.
- G. LOCATION OF LIGHTING AND TYPE OF SIGNS; THE RELATION OF SIGNS TO TRAFFIC CONTROL AND ADVERSE EFFECTS OF SIGNS ON ADJACENT PROPERTIES:**
- All lighting and signage will be required to comply with applicable ordinances.
- H. ADEQUACY AND CONVENIENCE OF OFF STREET PARKING AND LOADING FACILITIES:**
- Number of parking spaces provided exceeds the number required by the code.
- I. DETERMINATION THAT THE PROPOSED USE IS IN ACCORDANCE WITH THE OBJECTIVES OF THESE ZONING REGULATIONS AND PURPOSES OF THE ZONE IN WHICH THE SITE IS LOCATED:**
- Affirmative.
- J. DETERMINATION THAT THE PROPOSED USE WILL COMPLY WITH EACH OF THE APPLICABLE PROVISIONS OF THE ZONING ORDINANCE:**
- Affirmative.
- K. DETERMINATION THAT THE PROPOSED USE AND SITE DEVELOPMENT, TOGETHER WITH ANY MODIFICATIONS APPLICABLE, THERETO, WILL BE COMPATIBLE WITH EXISTING OR PERMITTED USES IN THE VICINITY:**
- The proposed use is consistent with the R-2 regulations.
- L. DETERMINATION THAT ANY CONDITIONS APPLICABLE TO APPROVAL ARE THE MINIMUM NECESSARY TO MINIMIZE POTENTIALLY UNFAVORABLE IMPACTS ON NEARBY USES AND TO ENSURE COMPATIBILITY OF THE PROPOSED USE WITH EXISTING OR PERMITTED USES IN THE SAME DISTRICT AND THE SURROUNDING AREA:**
- NA.
- M. DETERMINATION THAT THE PROPOSED USE TOGETHER WITH THE CONDITIONS APPLICABLE THERETO, WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE OR MATERALLY INJURIOUS TO PROPERTIES OR IMPROVEMENTS IN THE VICINITY:**
- Affirmative

OPPOSITION/SUPPORT OF REQUEST: One letter in support, none in opposition.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission voted unanimously to recommend approval of the CUP.

STAFF RECOMMENDATION: We expect the proposed project to be compatible with the area and believe it will be a compliment to other existing and proposed uses nearby. Approval is recommended.



- LEGEND**
- PROPERTY BOUNDARY
 - - - ADJACENT PROPERTY BOUNDARY
 - - - PROPOSED R.O.W. LINE
 - - - EXISTING EASEMENT
 - - - CITY / E.T.J. LIMITS
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - D.E. EXISTING DRAINAGE EASEMENT
 - U.U.E. EXISTING UNDERGROUND UTILITY EASEMENT
 - O.E.E. EXISTING OVERHEAD ELECTRICAL EASEMENT

**A
CONDITIONAL USE PERMIT PLAN
FOR**

THE VILLAGES OF WINDCREST

13.73 ACRES TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PARTS OF OUTLOTS NO. 118 & 119 AND PART OF AN OUTLOT STREET LYING EAST OF SAID OUTLOT NO. 118, AS SAID OUTLOTS AND OUTLOT STREET ARE SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS AND ENVIRONS, BY THE GERMAN EMIGRATION COMPANY, SAID 12.940 ACRE TRACT BEING A PORTION OF THAT 28.6 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO OAKS OF WINDCREST, L.P. BY MARY S. WILLIAMS, ET AL, DATED APRIL 12, 2006, FOUND OF RECORD IN INSTRUMENT NO. 20062495 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, AND A PORTION OF THAT 3.318 ACRE TRACT OF LAND DESCRIBED IN DEED OF TRUST FROM OAKS OF WINDCREST, L.P. TO SECURITY STATE BANK & TRUST, DATED NOVEMBER 23, 2013, FOUND OF RECORD IN INSTRUMENT NO. 20135519 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS,

WINDCREST DEV GROUP, LLC **OWNER**
 LOT 2
 CONTACT: JOHN LANIER (214) 432-2992
 16200 DALLAS PARKWAY, SUITE 245 FAX: (214) 261-5154
 DALLAS, TEXAS 75248

AMZ-GSC, LLC **OWNER**
 LOT 1 AND LOT 3
 CONTACT: BOONE NERREN (214) 432-2992
 16200 DALLAS PARKWAY, SUITE 245 FAX: (214) 261-5154
 DALLAS, TEXAS 75248

VHI CONSULTING ENGINEERS **ENGINEER**
 CONTACT: KEVIN W. SPRAGGINS, P.E. (830) 997-4744
 507-D E. HIGHWAY ST. FAX: (830) 997-6967
 FREDERICKSBURG, TX 78624 Texas Registration # F-165

FILE NO: 14052
 DATE: 05/21/2015 SHEET: CUP (1 OF 2)

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	ARCH LENGTH
C1	10°46'28"	378.06'	N09°31'20"E	70.99'	71.09'
C2	29°25'30"	430.00'	S18°50'51"W	218.41'	220.83'
C3	09°34'58"	430.00'	S38°21'05"W	71.83'	71.92'
C4	28°28'55"	370.00'	N28°54'07"E	182.04'	183.93'
C5	13°26'42"	370.00'	N07°56'18"E	86.63'	86.83'
C6	24°55'21"	430.00'	N19°23'46"E	185.57'	187.04'
C7	11°17'07"	430.00'	N37°30'01"E	84.56'	84.70'
C8	40°12'14"	370.00'	S23°02'27"W	254.33'	259.63'
C9	12°46'20"	260.74'	S08°52'06"E	58.00'	58.12'

7-1507
RECEIVED
 MAY 26 2015

26

NOTES:

- THIS DRAWING AND SERVICES BY VEI DO NOT INCLUDE SUBMISSION TO ARCHITECTURAL BARRIERS FOR ADA REVIEW. REVIEW, IF REQUIRED, IS BY OTHERS.
- SIDEWALK FROM HANDICAP PARKING AREA TO BUILDING ENTRANCES MUST COMPLY WITH ALL ADA GUIDELINES.
- THE DRAWING AND SERVICES BY VEI DO NOT INCLUDE "AS-BUILT" INSPECTIONS NOR SERVICES PAST DELIVERY OF THIS DRAWING.
- ALL DIMENSIONS ARE MEASURED BACK TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS DERIVED FROM ARCHITECTURAL DRAWINGS. DUE TO THE INHERENT INACCURACY OF REPRODUCTION, DO NOT SCALE FROM THESE DRAWINGS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECT AND OWNER PRIOR TO START OF CONSTRUCTION.
- REFER TO LANDSCAPE ARCHITECT PLANS FOR LANDSCAPE AREAS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE BASED ON AVAILABLE RECORDS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR DURING CONSTRUCTION.
- FIRE LANE SHALL BE MARKED PER CITY STANDARDS.
- THIS SITE PLAN ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT AND BUILDING CODES ORDINANCES.
- THIS IS NOT A PROPERTY SURVEY. ANY QUESTIONS CONCERNING PROPERTY CORNERS, PROPERTY LINES, PROPERTY BOUNDARIES AND/OR SET BACKS SHOULD BE DIRECTED TO AND/OR VERIFIED BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

REMAINING PORTION OF A
CALLED 28.6 ACRE TRACT
INSTRUMENT NO. 20062495 O.P.R.

CENTRAL TEXAS
ELECTRIC COOPERATIVE, INC.
VOL. 72, PG. 167

PROJECT SITE

LOCATION MAP

NOT TO SCALE

LOT 1
7.05 AC.
ZONING: R2 - MIXED
RESIDENTIAL

REMAINING PORTION OF A
CALLED 12.94 ACRE TRACT
INSTRUMENT NO. 20150105 O.P.R.

LOT 2
4.38 AC.
ZONING: R2 - MIXED
RESIDENTIAL
CONDITIONAL USE:

LOT 3
1.41 AC.
ZONING: C1 -
NEIGHBORHOOD
COMMERCIAL

SUMMARY TABLE

R2-MIXED RESIDENTIAL AREA WITH C.U.P. FOR CONVALESCENT SERVICES	191,010 sq. ft. / 4.38 Ac.
MINIMUM LOT AREA	5,000 sq. ft.
MINIMUM LOT WIDTH	50 ft.
SETBACKS:	
- FRONT YARD	15 FEET (20 FEET FOR GARAGES)
- INTERIOR SIDE YARD	5 FEET
- STREET SIDE YARD	15 FEET
- REAR YARD	10 FEET
MAXIMUM BUILDING HEIGHT	2 1/2 STORIES (28 ft.)
PROPOSED BUILDING HEIGHT (MEASURED FROM THE GROUND TO THE MIDDLE OF THE ROOF SLOPE)	28 ft.
MAXIMUM BUILDING COVERAGE ALLOWED	55%
PROPOSED BUILDING AREA	
- ASSISTED LIVING	35,665 sq. ft.
- GROUND FLOOR	26,159 sq. ft.
- SECOND FLOOR	12,287 sq. ft.
- MEMORY CARE	260 sq. ft.
- BRIDGE	260 sq. ft.
TOTAL PROPOSED BUILDINGS AREA	74,371 sq. ft. / 1.71 Ac / 39%
PROPOSED NUMBER OF BEDS	60
- ASSISTED LIVING	24
- MEMORY CARE	24
TOTAL PROPOSED NUMBER OF BEDS	84
PARKING SPACES REQUIRED	
- 1 REG. SPACE / 4 PATIENT BEDS	21
- 1 REG. SPACE / 2 EMPLOYEES (MAX. SHIFT=33)	17
- TOTAL REG. PARKING SPACES REQUIRED	38
- HANDICAP SPACES REQUIRED	3 (2 STD. + 1 VAN)
TOTAL NUMBER OF PARKING SPACES REQUIRED	41
PARKING SPACES PROVIDED	
- REGULAR PARKING SPACES	51
- HANDICAP PARKING SPACES	6 VAN SPACES
TOTAL PARKING SPACES PROVIDED	57
PERVIOUS AREA	93,942 sq. ft. / 2.16 Ac.
IMPERVIOUS AREA	127,502 sq. ft. / 2.93 Ac.
MAXIMUM IMPERVIOUS PERCENTAGE ALLOWED	65%
PROPOSED IMPERVIOUS PERCENTAGE	58%

27

OAKS OF WINDCREST L.P.
REMAINDER OF TRACT 1
INSTRUMENT NO. 20062495 O.P.R.

LEGEND

EXISTING

	EXISTING CONCRETE STRUCTURES
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	CITY / E.T.J. LIMITS
	EXISTING EASEMENT
	BUILDING SETBACK LINE
	EXISTING CONTOURS
	EXISTING STAND-UP CURB
	EXISTING CURB & GUTTER
	EXISTING FLOWLINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER
	EXISTING ELECTRIC LINE
	IRON ROD FOUND (AS NOTED)
	EXISTING DRAINAGE EASEMENT
	EXISTING UNDERGROUND UTILITY EASEMENT
	EXISTING OVERHEAD ELECTRICAL EASEMENT

PROPOSED

	PROPOSED BUILDING
	PROPOSED CONCRETE PAVING
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPE
	PROPOSED DRAINAGE FLUME
	25' VISIBILITY TRIANGLE
	PROPOSED LOT / R.O.W. LINE
	PROPOSED STAND-UP CURB
	PROPOSED ROLLOVER CURB
	PROPOSED FIRE LANE
	PROPOSED WATER LINE
	PROPOSED FIRE LINE
	PROPOSED SANITARY SEWER
	PROPOSED CURB INLET
	PROPOSED CONCRETE HEADWALL
	PROPOSED NUMBER OF PARKING SPACES
	IRON ROD SET (AS NOTED)
	PROPOSED HANDICAP SPACE
	PROPOSED LIGHT POLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED WATER METER
	PROPOSED MANHOLE
	PROPOSED CLEANOUT

A
SITE PLAN
FOR

THE VILLAGES OF WINDCREST

13.73 ACRES TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PARTS OF OUTLOTS NO. 118 & 119 AND PART OF AN OUTLOT STREET LYING EAST OF SAID OUTLOT NO. 118, AS SAID OUTLOTS AND OUTLOT STREET ARE SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS AND ENVIRONS, BY THE GERMAN EMIGRATION COMPANY, SAID 12.940 ACRE TRACT BEING A PORTION OF THAT 28.6 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO OAKS OF WINDCREST, L.P. BY MARY S. WILLIAMS, ET AL, DATED APRIL 12, 2006, FOUND OF RECORD IN INSTRUMENT NO. 20062495 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, AND A PORTION OF THAT 3.318 ACRE TRACT OF LAND DESCRIBED IN DEED OF TRUST FROM OAKS OF WINDCREST, L.P. TO SECURITY STATE BANK & TRUST, DATED NOVEMBER 23, 2013, FOUND OF RECORD IN INSTRUMENT NO. 20135519 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

WINDCREST DEV GROUP, LLC **OWNER**

LOT 2
CONTACT: JOHN LANIER (214) 432-2992
16200 DALLAS PARKWAY, SUITE 245 FAX: (214) 261-5154
DALLAS, TEXAS 75248

AMZ-GSC, LLC **OWNER**

LOT 1 AND LOT 3
CONTACT: BOONE NERREN (214) 432-2992
16200 DALLAS PARKWAY, SUITE 245 FAX: (214) 261-5154
DALLAS, TEXAS 75248

VEI CONSULTING ENGINEERS **ENGINEER**

CONTACT: KEVIN W. SPRAGGINS, P.E. (830) 997-4744
507-D E. HIGHWAY ST. FAX: (830) 997-6967
FREDERICKSBURG, TX 78624 Texas Registration # F-165

FILE NO: 14052

DATE: 05/21/2015

SHEET: SP (2 OF 2)



THE VILLAGES OF WINDCREST

Dining View

FREDERICKSBURG, TX

05/21/15


BRIDGEVIEW
REALTY CAPITAL LLC

Full Investment & Development
Management Services
for the Senior Housing
& Healthcare Industries

469.607.4400


AMZ EQUITY
PARTNERS LLC

REES



THE VILLAGES OF WINDCREST

Tower View

FREDERICKSBURG, TX
08/21/15

29


BRIDGEVIEW
REALTY CAPITAL LLC

Full Service & Development
Management Services
to the Service Housing
& Healthcare Industries
469.607.4400

AMZ
AMZ EQUITY
PARTNERS LLC

REES





CITY COUNCIL MEMO

DATE: June 8,, 2015

TO: Mayor and City Council

FROM: Kent Myers

SUBJECT: Purchase of Property-Friendship Lane

Summary:

The City Council previously approved me to negotiate the purchase of a 2.08 acre tract of land on Friendship Lane immediately east of the Consolidated Warehouse.

Recommendation:

It is recommended that the Council authorize the final purchase of this property from the Mitchell Family Realty LLC for \$300,000.

Background / Analysis:

The City has been considering purchase of this property for the past six months as it will allow us to expand operations at the Consolidated Warehouse in the future. Recently we became aware that the Appraisal District might also be interested in leasing some of the property for the construction of their new offices. Currently the Appraisal District is working on plans for their building to determine how much property they would need to lease from the City if we conclude the purchase of this property.

③1

The City of Fredericksburg

Even if the Appraisal District does not lease some of the property from the City, City ownership is still important based upon the location of this property.

Attached is a copy of the purchase contract which covers the terms and conditions of this sale. The only condition to the sale is the rezoning of the property which is scheduled for consideration next month. If the property is rezoned to Public Facility (PF) then we would hope to close on the sale by the end of July.



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are MITCHELL FAMILY REALTY, INC. (Seller) and CITY OF FREDERICKSBURG (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 8, Block FRANKLIN OAKS SUBDIVISION, Addition, City of FREDERICKSBURG, County of GILLESPIE, Texas, known as 295 FRIENDSHIP LANE, 78624 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing \$ 300,000.00
 - B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
 - C. Sales Price (Sum of A and B) \$ 300,000.00
4. **FINANCING (Not for use with reverse mortgage financing):** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
 - ☐ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
 - (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
 - (2) Credit Approval: (Check one box only)
 - ☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
 - ☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
 - ☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
 - ☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.
5. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit \$ 5,000.00 as earnest money with HILL COUNTRY TITLES, INC. as escrow agent, at 114 E. Austin Street, Fredericksburg, Texas 78624 (address). Buyer shall deposit additional earnest money of \$ n/a with escrow agent within n/a days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.
6. **TITLE POLICY AND SURVEY:**
 - A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by HILL COUNTRY TITLES, INC. (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 4.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☒ (i) will not be amended or deleted from the title policy; ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-11

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: commercial use or public facility use. Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.
- E. TITLE NOTICES:
- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for

(Address of Property)

Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)



(1) Buyer accepts the Property As Is.



(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the

Initialed for identification by Buyer _____ and Seller _____

following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before July 30, 2015, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
10. **POSSESSION:**
- A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- B. **Leases:**
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- The contract is subject to approval by the City Council of the City of Fredericksburg. Buyer's performance hereunder is subject to Buyer obtaining a re-zoning of the property to Public Facility(PF). Seller will cooperate in the application for re-zoning.

36

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-11

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

(37)

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-11

- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

C/O KENT MYERS

126 W. Main Street

Fredericksburg, Texas 78624

Telephone: (830) 997-7521

Facsimile: _____

E-mail: kmyers@fbqtx.org

To Seller at:

114 Sundown Ln

Fredericksburg, Texas 78624

Telephone: _____

Facsimile: _____

E-mail: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

38

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-11

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ n/a (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within n/a days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Pat McGOWAN

Seller's
Attorney is: _____

P.O. Box 836
Fredericksburg, Texas 78624

Telephone: (830) 997-4315

Telephone: _____

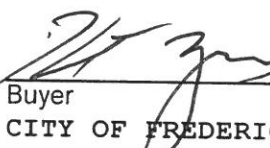
Facsimile: (830) 997-0110

Facsimile: _____

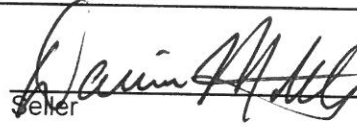
E-mail: patmcg2@austin.rr.com

E-mail: _____

EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer

CITY OF FREDERICKSBURG


Seller

MITCHELL FAMILY REALTY, INC.

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____		License No. _____		Listing Broker Firm _____		License No. _____	
represents ☐ Buyer only as Buyer's agent				represents ☐ Seller and Buyer as an intermediary			
☐ Seller as Listing Broker's subagent				☐ Seller only as Seller's agent			
Name of Associate's Licensed Supervisor _____		Telephone _____		Name of Associate's Licensed Supervisor _____		Telephone _____	
Associate's Name _____		Telephone _____		Listing Associate's Name _____		Telephone _____	
Other Broker's Address _____		Facsimile _____		Listing Broker's Office Address _____		Facsimile _____	
City _____	State _____	Zip _____		City _____	State _____	Zip _____	
Associate's Email Address _____				Listing Associate's Email Address _____			
				Selling Associate's Name _____ Telephone _____			
				Name of Selling Associate's Licensed Supervisor _____ Telephone _____			
				Selling Associate's Office Address _____ Facsimile _____			
				City _____ State _____ Zip _____			
				Selling Associate's Email Address _____			

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Hill Country Titles, Inc Date: _____

By: _____ info@hillcountrytitles.com
Email Address

114 E. Austin Street Telephone: (830) 997-4315
Address

Fredericksburg TX 78624 Facsimile: (830) 997-0110
City State Zip



CITY COUNCIL MEMO

DATE: June 8, 2015

TO: Mayor and City Council

FROM: Kent Myers

SUBJECT: 4th of July Parade

Summary:

The organizers of the 4th of July Parade have requested that the City continue to officially sponsor this event in order for the Parade volunteers to be covered by the City's liability insurance.

Recommendation:

It is recommended that the Council approve the City being designated as the sponsor of the 4th of July Parade.

Background / Analysis:

For the past two years the City has served as the official sponsor of the 4th of July Parade. The Parade has gone very well and attracts a large number of local families who enjoy this major community event. The Parade Committee has once again requested that the City sponsor the Parade so that the volunteers will be covered under our insurance policy. They have agreed to reimburse the City for the costs of this additional coverage which should be about \$300.

The City of Fredericksburg

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