

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

TUESDAY, SEPTEMBER 4, 2018 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Jerry Luckenbach, Council Member
Tom Musselman, Council Member

Gary Neffendorf, Council Member
Charlie Kiehne, 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 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.

3. ORDINANCES - RESOLUTIONS-ACTION ITEMS

A. Consider Annexation Agreement, Annexation Ordinance, and Zoning Ordinance for the Seven Hills Resort and Conference Center at the intersection of US Hwy 87 N and US Hwy 290 W

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4. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

A. Receive and Consider 2019 Budget Presentation from CVB 64-65
B. Receive and Consider Gillespie Central Appraisal District 2019 Budget 66-85
C. Discussion on Proposed 2019 City Budget 86-89
D. Receive Presentation on Marktplatz Improvements 90-95
E. Receive Citizen Report - Renewable Energy 96-97
F. Receive and Consider Street Closure for WWI Centennial Commemoration Veterans Day Parade, Concert and Exhibition 98-105
G. Consider Budget Amendment to Purchase Backup Generator and Associated Equipment for City Hall 106-108

5. CITY MANAGER'S REPORT

A. Community Visioning Report
B. City Council Retreat
C. Relief Route Task Force Meetings

6. ITEMS FOR FUTURE AGENDA

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

8. ADJOURN



CITY COUNCIL MEMO

DATE: August 29, 2018

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Annexation Agreement, Annexation Ordinance and Zoning Ordinance for the Seven Hills Resort and Conference Center at the intersection of US Highway 87 North and US Highway 290 West.

Summary:

The property consists of approximately 22 acres, of which approximately 11 acres are in the City Limits and the other half lies outside the City Limits. The City Council has conducted the necessary public hearings on the annexation and zoning. This action will be to adopt the ordinances necessary to incorporate the property into the City limits, adopt the PUD zoning already approved and approve the Annexation Agreement for the project. .

Recommendation:

Approve the Annexation Agreement, Annexation Ordinance and the Zoning Ordinance as presented.

Background / Analysis:

As you will recall, the project is called The Seven Hills Resort and Conference Center and will include a 35,000 square foot conference center, a 150 room full-service hotel, an outdoor amphitheater, the restoration of the historic Klingelhoefer House, new Sunday Houses and a 40,000 square foot retail and restaurant village.

The City of Fredericksburg

Attachments:

Annexation Agreement, Annexation Ordinance, Zoning Ordinance and accompanying Exhibits.



Department Approval



City Manager Approval

City Attorney Approval

The City of Fredericksburg

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

**ANNEXATION AGREEMENT FOR
THE SEVEN HILLS RESORT & CONFERENCE CENTER**

This Annexation Agreement for The Seven Hills Resort and Conference Center (the "Agreement"), is made and entered into this ____ day of _____, 2018, by and between the City of Fredericksburg, a municipal corporation, in the State of Texas, by and through its City Manager and the City Council (hereinafter referred to as "City") and BARONS CREEK II, LLC, a Texas limited liability company, whose address is 1221 Lamar St., Suite 1136, Houston, Texas 77010 (referred to as the "Owner").

Owner is the owner of record of certain real property, containing 11.282 acres of land, more or less, hereinafter described and shown on attached as Exhibit "A", which real property is subsequently sometimes referred to in its entirety as the "Annexation Tract" legally described in three tracts as follows:

Lot No. 1B, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 144, Plat Records of Gillespie County, Texas.

Lot No. 2, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 64, Plat Records of Gillespie County, Texas.

BEING 1.004 acre of land, more or less, situated in Gillespie County, Texas, part of Block III; as said Block is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 1.004 acre tract of land is described by metes and bounds on Exhibit "B", attached hereto and made a part hereof.

Owner is also the owner of record of certain real property, containing 10.749 acres of land, more or less, which real property is subsequently sometimes referred to in its entirety as the "Previously Annexed Property" legally described in four tracts as follows:

Lot No. 1AR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas.

Lot No. 1BR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas.

Lot No. 2, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 96, Plat Records of Gillespie County, Texas.

BEING 0.399 acre of land, more or less, situated in Fredericksburg, Gillespie County, Texas, part of Outlot No. 582; as said Outlot is shown on the map of Fredericksburg,

Texas, and Environs by the German Emigration Company; said 0.399-acre tract of land is described by metes and bounds on Exhibit "C", attached hereto and made a part hereof.

Such Annexation Tract is not currently within the city limits of the City of Fredericksburg, but is entirely within its extraterritorial jurisdiction, and is adjacent to the city limits. The Annexation Tract and the Previously Annexed Property are collectively called the "Development".

Owner desires to have said Annexation Tract annexed to the City of Fredericksburg, and the agreements contained herein are made in anticipation of the annexation of the Annexation Tract and the development of the entire Development.

The Annexation Tract will be annexed as a whole and the Development will be constructed in phases as designated by Owner, and this Agreement is made to set forth the terms and conditions of annexation and agreements and obligations of the Owner and the City regarding the Development.

The general plan of the Development is depicted on the "PUD Plan", Exhibit "D" attached hereto and made a part hereof.

The City Council, after due and careful consideration, has concluded that the annexation of said Annexation Tract to the City of Fredericksburg and the development of the Development under the terms and conditions set forth below, would promote economic development and further the growth of the City of Fredericksburg, enable the City of Fredericksburg's development ordinances to control the development of the area, serve the best interest of the City of Fredericksburg and therefore enters into this Agreement under its economic development and general authority.

For and in consideration of the mutual covenants contained herein, it is agreed as follows:

I. General Agreements applicable to Annexation

1.01. Process. An annexation petition, accompanied by the legal descriptions of the property to be annexed has been submitted. The City will process the annexation application in accordance with its usual procedures. However, this Agreement is based upon Owner obtaining the PUD zoning shown on Exhibit "D", and the Zoning Notes, Permitted Signs and Permitted Uses attached thereto.

Owner has submitted its re-zoning request (and subdivision plat, if desired) to commence processing of the same parallel with the annexation procedure. The City may annex any adjacent streets or highways as it deems advisable. This Agreement anticipates and is conditioned upon the approval of such annexation, and the re-zoning as herein described. Contemporaneously with the annexation of the Annexation Tract to the City of Fredericksburg, following the application and review procedures, the City shall process the preliminary subdivision plat, if applicable, for the Development and the final plat for each may be submitted as Owner desires. In the event the zoning anticipated by the Owner is not granted, the City will de-annex the Annexation Tract at

the option of the Owner to be exercised within 45 days following the zoning decision by the City Council and the agreements herein will no longer bind either party. The development of Owner's property will then be subject to all regulations applicable in the ETJ of the City.

1.02. Traffic Impact. Owner has provided a Traffic Impact Analysis ("TIA") which includes the impact of the Development on US Highway 87, US Highway 290, and the adjoining neighborhoods which is based on fully developed conditions. Owner, at Owner's expense, will make such improvements or alterations to US 290 and US 87 and any other improvements as described in said TIA as is finally approved by TxDOT and the City including any required traffic control signals. Such improvements or alterations shall be constructed with each phase at such time as outlined in the approved TIA. If Owner significantly changes its development plan at any time during the development process for the entire Development, the City may require subsequent studies and the attendant improvements or alterations and subsequent construction of the Development will not be processed by the City until a subsequent study, recommended improvements or alterations are complete or are provided for by deposit of funds or other security acceptable to the City and TxDOT. As commercial development is more accurately identified by Owner, Owner may, at its expense, perform a new TIA if Owner believes certain improvements are no longer necessary, and, if approved, the required improvement(s) may be waived by City and TxDOT.

1.03. Utility plan. At the time of Site Plan review Owner will, at Owner's expense, have a utility infrastructure master plan for streets, electric, gas, water, sewer and drainage prepared by a Texas registered professional engineer and have such master plan approved by the City, Atmos Energy, or other utility service providers as applicable for the entire Development. Such study will be based on fully developed conditions, shall incorporate the City's available engineering data which will be provided by the City to the Owner, and comply with the City of Fredericksburg Construction Standards and Specifications. Owner will incorporate such plan and improvements in each phase as it is approved. Except as provided in the approved PUD Plan, all utilities will be required to be extended to the boundary of the Development or beyond to connect to existing off-site utility connections to permit future extensions at locations shown on the approved utilities master plan. Primary facilities, necessary for the Development will be required to be built and dedicated prior to the recording of the plat for the Development. The size and specifications of the same shall be based on fully developed conditions of the entire Development. If Owner changes the layout of subsequent phases which necessitate relocation of such mains or other utilities, the same, including the cost of replacing any City upsizing paid for by the City, shall be at Owner's expense, and will require subsequent City approval in accordance with the City's usual development regulations notwithstanding any agreements herein.

1.04. Drainage. The Development's private, non-public drainage system facilities shall not be dedicated to the City and shall be privately maintained by the Owner. Prior to the annexation, Owner has performed a drainage study and master plan for the entire Development (Seven Hills Resort – Detention Study, dated August 13, 2018, prepared by Dunaway Associates, L.P.). All drainage system improvements shall be designed, approved and constructed to comply with all applicable local, state and federal regulations, including but not limited to, City, State of Texas Commission on Environmental Quality (TCEQ), including its stormwater permitting, dam

safety, and water rights permitting regulations, Federal Emergency Management Association (FEMA), Corps of Engineers, US Fish and Wildlife and Texas Parks and Wildlife, as applicable. The City will require that the said structures within all phases be designed and maintained to accept and convey waters from off the Development site. If Owner significantly changes its development plan, the City may require subsequent studies and the attendant approvals, improvements and alterations.

1.05. Sewer. In order to minimize ongoing maintenance costs to the City, whenever possible the Development will be served through a sanitary sewer gravity flow collection system as described in the development plans submitted to the City by the Owner. In the event that the sanitary sewer gravity flow collection system cannot be made to work at a pipe invert depth not exceeding twenty (20') feet for minimal lengths as approved by the City, then the Owner will install and dedicate such lift stations, subject to reimbursement by the City as set forth herein, as may be necessary to effectively carry wastewater for the entire Development. Installation and maintenance of private, non-public sanitary sewer grinder lift stations serving single lots will be the responsibility of the Owner, not the City, and shall be shown in the City-approved construction plans.

Owner will additionally dedicate, at its expense subject to reimbursement by the City as set forth herein, a public sewage lift station site location in the location shown on Exhibit "D", containing 2,500 square feet of land and access to Bob Moritz Dr. Such dedication shall be upon the earlier of: (i) demand for the same by the City, such demand is not to be made unless such lift station is needed due to the annexation of property not in the city limits as of the date of this agreement, or (ii) following completion of the lift station improvements by Owner and acceptance for maintenance by the City of the lift station. If the City oversizes any portion of the public sewage lift station to be constructed in connection with the Development, the City shall pay for the prorata portion (based on the percentage share of capacity) of the \$14,625.00 cost of such lift station site location, and hard and soft costs in connection with the design, surveying and construction of such lift station.

1.06. Streets and utilities. With regard to streets and utilities which will be constructed at the expense of the Owner:

A. Driveways and private utilities, if any, serving the Development will be maintained by the Owner with regard to all parts of the Development which have private common facilities.

B. Public utilities. The utility, drainage and other easements depicted as public improvements and shown on the attached Exhibit "E" will be constructed and, subject to Section 1.07 below, paid for by the Owner and dedicated to the City and maintained by the City following the end of a two-year warranty period from the date of City acceptance. Any easements which are not dedicated by subdivision plat, but which must be extended to any portion of the Development under construction will be dedicated by separate instrument in accordance with Section 3.08 hereof at Owner's expense and then shown on the plat for the relevant portion of the Development when later submitted.

C. Geotechnical report. All streets, if any, will be designed and constructed as set out in the geotechnical report/study, to be conducted by a Texas Registered Professional Engineer, provided by Owner approved by the City, but shall be constructed at least to minimum City standards for street and utility design and the materials and specifications on file with the City Engineering Department for the type of street being constructed, and will be dedicated to subsequent owners within the Development or to the City as applicable either on the plat containing the dedication or by separate instrument in a form reasonably approved by the City.

1.07. Oversizing. Subject to the terms hereof, the City may elect to oversize any or all of the public infrastructure to be constructed. For purposes hereof, oversize means that the City may require an increase in the size of any utility infrastructure beyond what is required to serve the Development pursuant to the applicable codes. In order to make an election to oversize any or all of the utility infrastructure, the City must send written notice to Owner on or before the date that is thirty (30) days after the date the relevant utility construction plans are submitted to the City for review prior to approval of the preliminary plat for the portion of the Development being platted.

A. Oversizing bids. If the City makes an oversizing request, then Owner shall obtain bids for the construction of the applicable oversizing as an alternate bid based on construction plans approved by the City.

It is understood that the Owner's responsibility for obtaining bids at its expense is for additive alternate bids for upsizing, and not for major re-engineering expense.

B. Oversizing notice. Owner will send written notice to City setting forth both the base bid Owner has received for its infrastructure and for the alternate bid. No more than thirty (30) days after receipt of this notice, the City shall provide written notice to Owner of its intention to pursue and pay all costs associated with the oversizing.

C. Upon making such election, the City shall provide Owner with 75% of the bid cost for the alternate bid for the oversizing and Owner shall construct the improvements set out in the alternate bid, and City shall be obligated to reimburse Owner for 100% of the difference between the base bid and the alternate bid.

D. Oversizing reimbursement. City shall reimburse Owner for the remaining 25% cost of oversizing the public infrastructure at the same time Owner pays for the portion of the infrastructure being constructed but not before completion and final acceptance by the City.

1.08. Maintenance guarantee. With regard to all public improvements, Owner will provide maintenance guarantee for the same in accordance with the City's development regulations.

II. General Agreements applicable to Zoning

2.01. Zoning application. Owner has submitted its desired re-zoning application and PUD covenants along with the annexation petition. It is understood that the entire Development will be designated as a PUD containing a commercial district.

2.02. Approval process. Contemporaneously with the submission of the annexation petition to the City of Fredericksburg and the re-zoning application, the City staff will begin the approval process required by ordinance, public hearings and Planning and Zoning Commission recommendation, the City Council of the City of Fredericksburg, shall adopt an Ordinance or Ordinances amending the provisions of the City of Fredericksburg's Zoning Ordinance and the City of Fredericksburg's Comprehensive Plan so as to provide that the Development be classified as the requested zoning/Planned Unit Development which will accommodate the above described uses in the Development. In the event any other zoning changes are requested after annexation, Owner shall be subject to the usual regulations and procedures of the Fredericksburg Zoning Ordinance.

2.03. Staff recommendation. City staff will, after approval of the overall zoning PUD Plan for the entire Development, recommend for approval to the Planning and Zoning Commission and the City Council as applicable: mixture of lot sizes, varying, non-uniform setbacks as well as appropriate commercial uses. This approval recommendation will be consistent with the development plan submitted by the Owner, and shall not be unreasonably withheld, recognizing that the staff cannot bind the actions of the relevant approval boards.

III. General Agreements applicable to Subdivision

3.01. Each Phase. At a minimum, and in addition to the other requirements of this Agreement, each phase of development shall include all access roads (if any), utilities and other infrastructure necessary to support the buildings and uses applicable to each phase. Development shall be in accordance with approved PUD Plan. The Owner shall be permitted a reasonable degree of flexibility with respect to changes or modification of said PUD Plan, preliminary and or final plat(s) due to engineering considerations. However, if the Owner makes a material alteration of the plat, the Owner will be required to seek approval from the Planning and Zoning Commission of the materially altered plat before the City will issue any building permits. If the Owner does seek such approval from the Planning and Zoning Council for a material alteration of the subdivision plat, the usual City ordinance procedures will apply. "Material alteration", for the purposes hereof, shall mean a change in the configuration of streets, entrances and exits, location of utilities and the like which may affect costs of construction or maintenance, the ability to deliver services, or which may affect safety.

3.02 Contiguity of public improvements. It is understood and agreed between the parties that, except as set forth in the approved PUD Plan or PUD Zoning Notes, the Owner agrees to complete those portions of the public improvements which the City requires in order to ensure contiguity and proper service for the public improvements to the parcel upon which the final plat approval is sought.

3.03. Construction plans. Except as set forth in the approved PUD Zoning Notes, each phase shall incorporate a utility and drainage construction plan as part of the plat application.

3.04. Street lights. Except as set forth in the approved PUD Zoning Notes, street lights shall be provided and those, as well as all other outdoor lighting, must meet or be more restrictive than

lighting requirements as set forth in the City's ordinance. Except as set forth in the approved PUD Zoning Notes, specialized or decorative lighting may be used if the same complies with the City's ordinances, and if the same are maintained by the Owner.

3.05. Water and sewer utilities specific agreements.

A. City utilities. All public water and public sewer utilities and attendant easements will belong to the City and will be built by Owner within street rights of way or in areas approved by the City where landscaping is installed to permit maintenance without interference with the landscape (collectively called, the "Approved Areas"). If such utilities are not installed in the Approved Areas, the City will not be liable for repair or maintenance of landscaping, or any sidewalks or curbs damaged as a result of any repair or maintenance. If concrete streets are installed for private streets, it is agreed and understood that the City will not be responsible for the repair or replacement of concrete streets that are damaged or cut as a result of utility repair, maintenance, or replacement; however, the City will fill any excavations with an all-weather material. Streets dedicated to the City will be maintained by the City.

B. Landscaping in public ROW. All landscaping and irrigation in the public rights-of-way shall be maintained by the Owner.

3.06. Impact fees. Impact Fees will be paid in accordance with, and at the time required by the City's Impact Fee Ordinance.

3.07. Intentionally deleted.

3.08. Easement dedication. Owner will dedicate the public utility easements which are required to loop facilities or carry the utility through the Development to adjoining properties as part of the recordation of the plat(s) for the Development or by separate instrument in the applicable form attached hereto as Exhibit "F". It is agreed that such easements shall be placed as shown on Exhibit "E" attached hereto and, except as provided in the approved PUD Plan, will stub out at the boundaries of the Development. Other dedications shall be made along with the relevant Subdivision Plat or Site Plan.

3.9 Signs. Signs for entrances to the Development will be permitted as shown on the approved PUD ordinance or the Sign Notes attached to the PUD Plan or ordinance, and may be erected by Owner after permitting.

IV. Miscellaneous Provisions

4.01. Commencement of proceedings. That the City Council of the City of Fredericksburg, contemporaneously with the effective date of this Agreement will, pursuant to the Petition for Annexation commence annexation procedures and enact an ordinance annexing the Development and any adjacent streets or highways as deemed advisable by the City.

4.02. Occupancy permits. In the event private streets, sidewalks, or other private utilities are employed in the Development, in addition to such improvements conforming to the City

ordinances as provided in this Agreement, the Owner shall not permit occupancy and the City shall not issue occupancy permits for any buildings or portions thereof until such improvements are fully completed to serve the developed area, and unless provision is made by Owner to assure the maintenance of the same. Compliance with this Section 4.02 shall be determined with respect to the requirements of each phase.

4.03. Default-subsequent Phases. In the event of default by Owner in the terms of this Agreement, the City will not be obligated to accept applications or process approvals for subsequent phases of the Development.

4.04. Default-building permits. No subsequent building permits will be issued by the City until completion of the requirements relevant to each phase, subject to the right of Owner to provide surety for completion as provided by the City's ordinances.

4.05. Other ordinances and laws. Except as provided by the terms set forth in this Agreement, in the approved PUD Plan or PUD Ordinance for the Development, Owner remains subject to and shall comply with all applicable laws, statutes, regulations and ordinances as currently exist or as may be amended from time to time. Any subjects not specifically addressed in this Agreement will be governed by the City ordinances in effect at the time the annexation application for each phase is submitted. It is agreed that any vesting rights conferred by state law will apply as provided by state law for the term of this Agreement as described in Section 4.11 below.

4.06. City maintenance. The City agrees to provide for the repair and maintenance of all public streets, public recreational facilities, public sanitary sewer and public water main, and other public rights-of-way in the Development as are dedicated to the City and shown on the approved final plats in fully functioning condition and in compliance with applicable governmental health, safety and building codes. Following any repair or maintenance of such public facilities and utilities located in Approved Areas, the City will be responsible for restoring the surface of any areas disturbed or damaged by such repair or maintenance to its condition existing immediately prior to such maintenance.

4.07. Legislative powers. The parties agree that this Agreement shall bind the parties hereto at such time as the Annexation Ordinance for the Development is duly enacted and adopted by the City. It is specifically understood that this Agreement shall not bind or hinder the independent or legislative powers of the City Council or any City boards or commissions but shall be effective only if and upon adoption of the ordinances hereby contemplated.

4.08. Order of Development. Nothing in this Agreement is based upon the various phases being developed in any particular order. In the event the Owner desires to develop in a non-sequential order or develop more than one phase at the same time, the requirements of this Agreement (for example, adjustment to street construction or dedication plan) may be adjusted as to the order of construction or required dedication as needed to accommodate the orderly development of the entire Development.

4.09. Time is of essence. It is understood and agreed by the parties hereto that time is of the essence of this Agreement, and that all the parties will make every reasonable effort, if necessary, to expedite the subject matters hereof; it is further understood that the successful consummation of this Agreement requires the parties continued cooperation.

4.10. Agreement to take action. That the parties mutually represent that they have taken and will take action as may be required to bring about the annexation of the various phases and the amendments, exceptions, and variances, as may be necessary or proper in order to zone and classify the phase so as to enable the same to be developed and used in the manner anticipated in this Agreement, and such other action as to enable the parties to execute this Agreement and to fully carry out all other covenants, agreements, duties and other obligations created and imposed by the terms and conditions of this Agreement.

4.11. Term. This Agreement shall be binding upon the parties to it, their respective grantees, successors, assigns or lessees for a full term of thirty (30) years commencing, as of the effective date of this Agreement, subject to limitations, provided by statute and to the extent permitted thereby and for such further term as may subsequently be agreed to by the parties. It is hereby agreed that if the property of the Development is annexed to the City of Fredericksburg and if the City does not grant the requested zoning, or if City does not perform its obligations hereunder, then Owner may petition for dis-annexation of the Annexation Tract and/or the City may dis-annex the Annexation Tract, such request to not be unreasonably withheld. In the event the Development is not completed within the term hereof, then any future subdivision, construction, zoning or other land use will be governed by the ordinances of the City which then exist, and neither party will be bound by the obligations hereof or by the land development ordinances currently in effect on the date of this Agreement or on the date of any first development application.

4.12. Amendment. The parties agree that this Agreement and any exhibits attached to it may be amended only by the written mutual consent of the parties.

4.13. Release of responsibility. Approval by the City of any plans, designs or specifications submitted by the Owner pursuant to this Agreement shall not constitute or be deemed to be release of the responsibility and liability of the Owner, its engineers, employees, officers or agents for the accuracy and competency of Owner's design and specifications prepared by the Owner, its engineers, officers, agents, servants or employees, it being the intent of the parties that the approval by the City signifies the City's approval on only the general design concept of the improvements to be constructed.

4.14. Assignment. This Agreement or any part hereof or any interest herein, shall not be assigned by the Owner without the express written consent of the City, following adequate notice of the desired assignment to the City. Consent to assignment under this Section 4.14 shall not be unreasonably withheld. However, it is agreed that the City may require proof of adequate financial ability as a condition of such consent and such assignee assumes all of Owner's obligations under this Agreement.

4.15. Fees. Any increases in City fees such as building permits, impact fees, platting or other application or review fees shall apply to any applications associated with the Development submitted after the date of enactment by the City.

4.16. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Gillespie County, Texas.

4.17. Partial invalidity. In the event any portion of this Agreement is deemed illegal, invalid or unenforceable, then the remainder of this Agreement shall not in any way be affected thereby and may be enforced to the greatest extent permitted by applicable law.

4.18. Drafting. It is expressly understood and agreed that this Agreement was jointly drafted by the Parties with the assistance of legal counsel selected by each of the Parties. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning or interpretation of this Agreement. It is further agreed that the headings are inserted for convenience only.

4.19. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter of this Agreement.

4.20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

4.21. Authority. Each Party represents to the other Party that the individual signing this Agreement has the authority to bind that Party to the obligations set forth herein.

4.22. Independent parties. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT, IN EXECUTING THIS AGREEMENT AND IN PERFORMING THE DUTIES AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES ARE ACTING INDEPENDENTLY AND NOT IN ANY FORM OF PARTNERSHIP OR JOINT VENTURE WITH ONE ANOTHER. THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.

4.23. Indemnification and immunity. OWNER HEREBY AGREES TO INDEMNIFY AND HOLDS HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, AND LOSSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF OR RESULTING FROM OWNER'S ACTS OR OMISSIONS IN PERFORMANCE OF THIS AGREEMENT DURING THE TIME PERIOD THAT OWNER OWNS THE DEVELOPMENT.

THE CITY DOES NOT WAIVE ANY IMMUNITY AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW.

OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY RELATED TO OR ARISING OUT OF OWNER'S ACTS OR OMISSIONS IN PERFORMANCE OF THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OBLIGATIONS UNDER THIS PARAGRAPH.

Signatures on following pages

City of Fredericksburg

BARONS CREEK II, LLC,
a Texas limited liability company

By: _____
KENT MYERS, City Manager

By: _____
Dennis E. Murphree, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dennis E. Murphree, known to me to be the Manager of BARONS CREEK II, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Kent Myers, known to me to be the City Manager of the City of Fredericksburg, Texas on behalf of said City.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

ANNEXATION TRACT

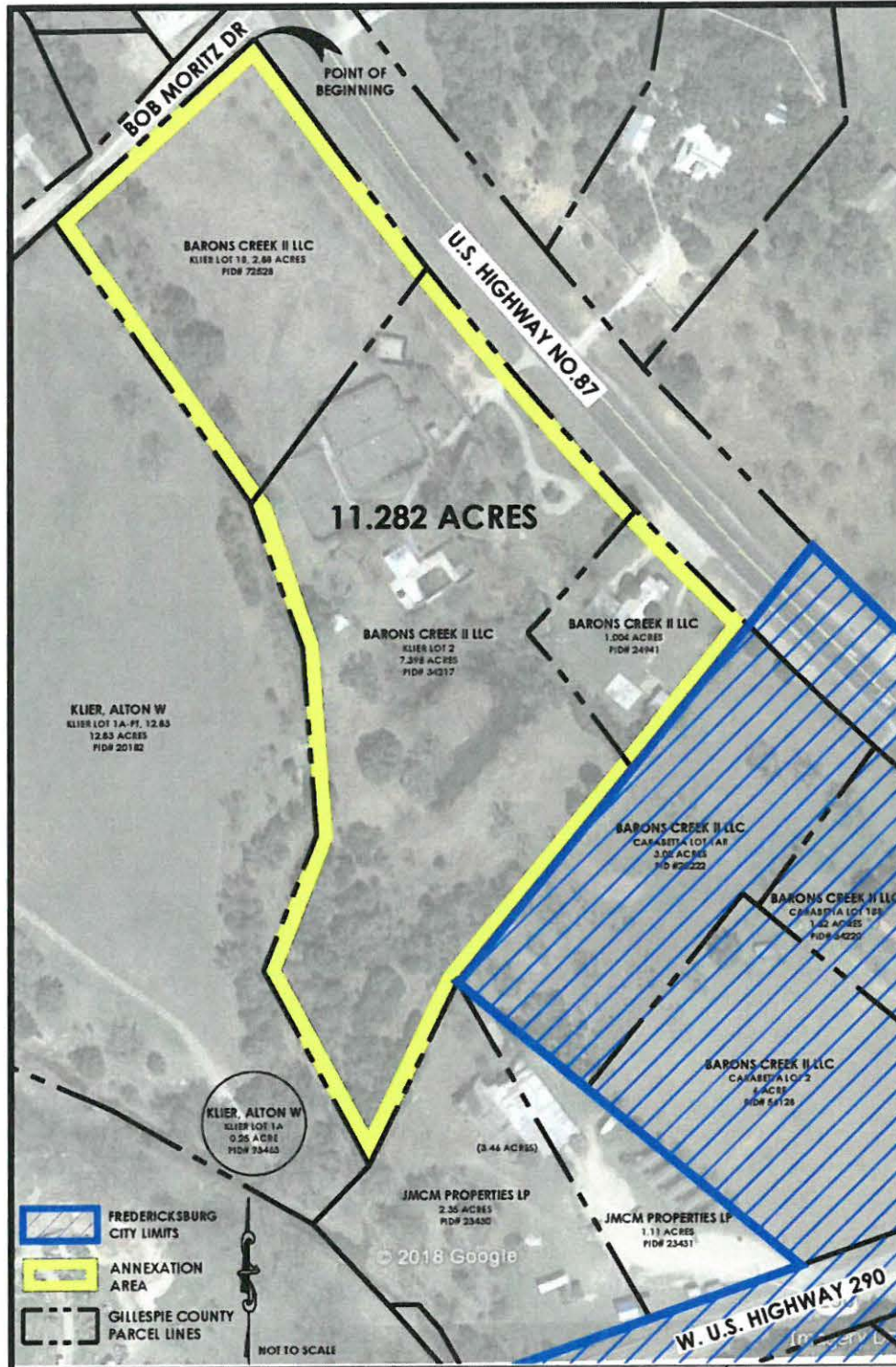


EXHIBIT "B"

SULTEMEIER

SURVEYING & ENGINEERING

**LICENSED SURVEYING FIRM: 100930-00
REGISTERED ENGINEERING FIRM: F-10608**

805 North Llano
Fredericksburg, TX 78624
Tel.: (830) 990-1221 Fax: (830) 990-1222

**1.004 ACRES
CITY OF FREDERICKSBURG
GILLESPIE COUNTY, TEXAS**

**FN-14-5764
JUNE 2ND, 2014**

A DESCRIPTION OF A 1.004 ACRE TRACT OF LAND OUT OF BLOCK III AS SAID BLOCK AND OUTLOTS ARE DESIGNATED ON THE MAP OR PLAT OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; BEING COMPRISED OF THAT CERTAIN 1.0 ACRE TRACT I AND THAT CERTAIN 164 SQUARE FOOT TRACT II (DEED/CALLED AREAS) DESCRIBED IN A CONVEYANCE FROM JOHN T. BOLTON AND WIFE, CAROL HICKS BOLTON TO MICHAEL IGARTA AND WIFE, CRYSTAL IGARTA, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 1ST, 2005, RECORDED IN VOLUME 599, PAGE 295 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS; SAID 1.004 ACRE TACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch Iron rod found on the southwest R.O.W. (Right-of-Way) line of U. S. Highway No. 87 at the north corner of the said 1.0 acre tract, being at the easterly northeast corner of Lot 2 in the Killer Subdivision, a plat of record in Volume 2, Page 64 of the Plat Records of said County, Texas, for the north corner hereof;

THENCE with the said southwest R.O.W. line of U. S. Highway No. 87, a distance of 209.06 feet along the arc of a curve to the left having a radius of 5794.58 feet and a chord bearing of S 38° 23' 42" E, a distance of 209.05 feet to a ½ inch Iron rod found at the east corner of said Tract I, being at the north corner of Lot 1AR in the Carabetta Subdivision, a plat of record in said Volume 2 at Page 147 of the Plat Records, for the east corner hereof;

THENCE with the southeast line of said Tract I, S 39° 03' 43" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 213.60 feet to a ½ inch Iron rod found at the south corner of thereof, being at the easterly southeast corner of said Lot 2, for the south corner hereof;

THENCE with the southwest line of said Tract I, and continuing with the southwest line of said Tract II, N 37° 57' 45" W, at a distance of 191.65 feet an 8 inch diameter fence post found at the southwesterly corner of said Tract I and south corner of said Tract II, continuing for a total distance of 213.67 feet to the west corner of said Tract II, a point of the bank of a creek, for the west corner hereof;

THENCE with the northwest line of said Tract II, and continuing with the northwest line of said Tract I, N 40° 11' 27" E, at a distance of 16.02 feet an 8 inch diameter fence post found at the north corner of said Tract II and northwesterly corner of said Tract I, continuing for a total distance of 211.06 feet to the POINT OF BEGINNING, containing 1.004 acres of land, more or less.

EXHIBIT "C"



**SEARCHERS
LAND SURVEYING, LLC**

MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 0.399 acres of land, out of the J. M. Chapa Survey No. 131, Abstract No. 115 in Gillespie County, Texas, being a portion of Outlot 582 as shown on plat of Fredericksburg, Texas by the German Emigration Company and Environs and being all of that certain 0.399 acre tract described in Volume 242, Page 613 of the Real Property Records of Gillespie County, Texas; Said 0.399 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the southwest line of U. S. Highway No. 87 for the northeast corner of Lot 2 of the Carabetta Subdivision as shown on plat recorded in Volume 2, Page 96 of the Plat Records of Gillespie County, Texas and the north corner hereof and from which a concrete monument found in the southwest line of said U. S. Highway No. 87 and the northeast line of said Lot 2 bears North 50°45'27" West a distance of 304.76 feet;

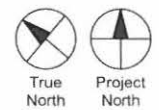
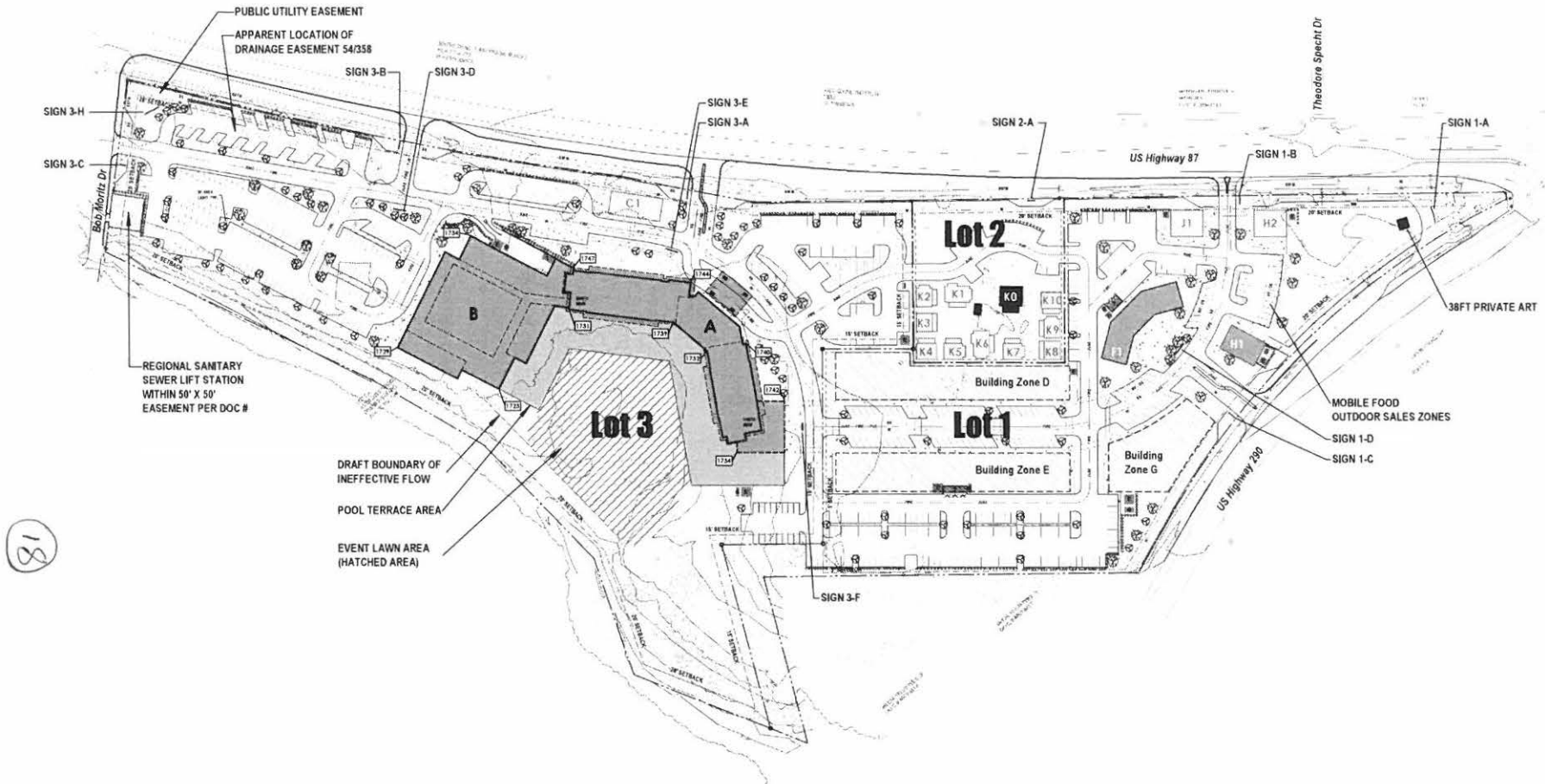
THENCE South 50°45'27" East a distance of 249.25 feet along the southwest line of said U. S. Highway No. 87 to a mag nail set for the northwest corner of that certain 0.003 acre tract described in Volume 80, Page 625 of the Deed Records of Gillespie County, Texas and the northeast corner hereof;

THENCE South 28°47'37" West a distance of 10.19 feet along the west line of said 0.003 acre tract to a mag nail set in the north line of U. S. Highway No. 290 for the southwest corner of said 0.003 acre tract and the southeast corner hereof;

THENCE along a curve turning to the left with an arc length of 250.21 feet, a radius of 1195.92 feet, a chord bears North 81°46'33" West a distance of 249.75 feet to a 1/2 inch iron rod found for southeast corner of said Lot 2 and the southwest corner hereof and from which a concrete monument found in the north line of said U. S. Highway No. 290 and the south line of said Lot 2 bears South 81°10'33" West a distance of 458.37 feet;

THENCE North 24°17'04" East a distance of 143.59 feet along the east line of said Lot 2 to the POINT OF BEGINNING containing 0.399 acres of land, more or less.

Exhibit "D"



THE SEVEN HILLS RESORT AND CONFERENCE CENTER PUD
ZONING NOTES

_____, 2018
Planned Unit Development (PUD)

1. Lot Development Summary:

Lot 1 Retail and Restaurant Village

Maximum Height Allowed: 38 feet
Front Yard Setback: 20 feet
Street Yard: 20 feet
Interior Yard: 5 feet
Rear Yard: 5 feet

Lot Area: 341,300
Draft 100yr Floodplain Area: 2,900
Net Lot Area: 338,400

Building Cover Allowed: 256,000 (75%)
Building Cover Actual (fully developed): 70,800 (20.9%)

Impervious Cover Allowed: 270,700 (80%)
Paved Drive / Parking: 124,000 (36.6%)
Plaza / Sidewalk / Terrace: 68,700 (20%)
Impervious Cover Actual: 263,500 (77.8%)

Off-street Parking Required (100%): 247
Off-street Parking Required (75%): 186
Off-street Parking Provided on Lot 1: 186
Off-street Parking Provided on Lot 1 for Lot 3 use: 86
Reference Parking Table

Parking Area Interior Landscaping Required: 272 stalls x 10 = 2,720
Parking Area Interior Landscaping Provided: 4,900
Landscaping Required at Other Vehicular Use Area:
124,000 (paved area) - 108,800 (272 x 400) = 15,200
15,200 - 5,000 (exclusion) = 10,200
10,200 / 100 = 102
102 + 2,720 = 2,822

Minimum Number of Trees at Landscaped Areas (1 per 100): 2,820 / 100 = 28 Trees
Minimum Number of Trees along Business Frontage: 1,479' / 50' = 30 Trees
Minimum Number of Trees along Abutting non-PUD Property: 579' / 75' = 8 Trees
40 of the 66 Required Trees are existing
New Trees provided: 26

Lot 2 Klingelhofer and Sunday Houses

Maximum Height Allowed: 28 feet

Residential Density Allowed:

Efficiency: 2,500

1 Bedroom: 3,000

2 Bedroom: 3,500

Front Yard Setback: 15 feet

Street Yard: 15 feet

Interior Yard: 5 feet

Rear Yard: 5 feet

Unit Mix

Unit 0 = Klingelhofer = 2 Bedroom

Unit 1 = Type E = 2 Bedroom

Unit 2 = Type A = 1 Bedroom

Unit 3 = Type B = Studio

Unit 4 = Type C = 1 Bedroom

Unit 5 = Type A = 1 Bedroom

Unit 6 = Type D = 2 Bedroom

Unit 7 = Type A = 1 Bedroom

Unit 8 = Type B = Studio

Unit 9 = Type A = 1 Bedroom

Unit 10 = Type C = 1 Bedroom

Lot Area: 58,600

Draft 100yr Floodplain Area: 0

Net Lot Area: 58,600

Building Cover Allowed: 32,200 (55%)

Building Cover Actual: 12,300 (21%)

Impervious Cover Allowed: 38,100 (65%)

Paved Drive / Parking: 9,800 (16.7%)

Plaza / Sidewalk / Terrace: 11,700 (20%)

Impervious Cover Actual: 33,800 (57.7%)

Off-street Parking Required (100%): 17

Off-street Parking Required (75%): 13

Off-street Parking Provided on Lot 2: 13

Off-street Parking Provided on Lot 2 for Lot 3 use: 4

Reference Parking Table

Parking Area Interior Landscaping Required: 17 stalls x 10 = 170

Parking Area Interior Landscaping Provided: 170

Landscaping Required at Other Vehicular Use Area:

9,800 (paved area) - 6,800 (17 x 400) = 3,000

3,000 - 5,000 (exclusion) = 0

0 / 100 = 0

0 + 170 = 170

Minimum Number of Trees at Landscaped Areas (1 per 100): 170 / 100 = 1 Trees

Minimum Number of Trees along Street Frontage: 235' / 50 = 5 Trees

Minimum Number of Trees along Abutting non-PUD Property: 0' / 75 = 0 Trees

12 of the 6 Required Trees are Existing

New Trees Provided: 0

6 Trees shall be credited to Lot 3 of the PUD

Lot 3 Resort and Conference Center

Maximum Height Allowed: 48 feet

Front Yard Setback: 20 feet

Street Yard Setback: 20 feet

Interior Yard Setback: 5 feet

Rear Yard Setback: 5 feet

Lot Area: 559,900

Draft 100yr Floodplain Area: 121,100

Net Lot Area: 438,800

Building Cover Allowed: 329,100 (75%)

Building Cover Actual: 85,100 (16.4%)

Impervious Cover Allowed: 351,000 (80%)

Paved Drive/Parking: 170,600 (38.9%)

Plaza / Sidewalk / Terrace: 65,800 (15%)

Impervious Cover Actual: 321,500 (73.3%)

Off-street Parking Required (100%): 466

Off-street Parking Required (83%): 386

Off-street Parking Provided on Lot 3: 285

Off-street Parking Provided on Lot 1 for Lot 3 use: 86

Reference Parking Table

Parking Area Interior Landscaping Required: 285 stalls x 10 = 2,850

Parking Area Interior Landscaping Provided: 24,900

Other Vehicular Use Area:

170,600 (paved area) - 114,000 (285 x 400) = 56,600

56,600 - 5,000 (exclusion) = 51,600

51,600 / 100 = 516

516 + 2,850 = 3,366

Minimum Number of Trees at Landscaped Areas (1 per 100): 2,850 / 100 = 29 Trees

Minimum Number of Trees along Business Frontage: $1,505' / 50' = 30$ Trees
Minimum Number of Trees along Abutting non-PUD Property: $1,300' / 75' = 18$ Trees
104 of the 173 Required Trees are Existing
6 of the 173 Required Trees are credited from Lot 2 of the PUD
New Trees provided: 63

- 2) No building shall be erected at any location in the PUD other than the building locations shown on the PUD Plan. On Lot 1, buildings may be located anywhere within the Building Zones indicated on the PUD Plan, but such buildings must not exceed the Building Cover allowed for Lot 1.
- 3) Access to and from the PUD onto US Hwy 87 and US Hwy 290 shall be at the locations and widths as shown on the PUD Plan per the Traffic Impact Analysis, and as approved by TxDOT and the City of Fredericksburg.
- 4) Trees shown to be saved on the PUD Plan shall not be removed without the prior written approval of the City of Fredericksburg or unless diseased or dead.
- 5) Fire hydrants shall meet N.F.P.A. and City of Fredericksburg requirements.
- 6) No use shall be allowed within the PUD other than those uses listed on the PUD Plan or on the attachment hereto entitled Permitted Uses, Exhibit "D".
- 7) Drive through facilities associated with any permitted use shall require an administrative site plan review and approval.
- 8) Building height shall not exceed 4 stories and 48 feet above the average of the highest and lowest grade adjacent to the building corners of each building segment as reflected on the PUD Plan and Building Elevations.
- 9) All utility lines within the PUD site shall be installed underground, except utility lines designated to be installed above ground by the appropriate utility companies. Except as otherwise expressly set forth herein, all utilities shall comply with the City of Fredericksburg standards and specifications.
- 10) Parking spaces shall be provided as shown on the PUD Plan. Adjustments to the configuration and arrangement of parking spaces may be approved administratively.
- 11) All City codes, ordinances and regulations shall apply to the PUD except as expressly provided to the contrary as shown on the PUD Plan or in these and other notes to the plat.
- 12) All grounds within the PUD shall be maintained as to collection of trash, debris, litter and weeds.

13) All landscaped areas shall provide curbing or other protection from vehicular encroachment.

14) The owners, tenants, and their agents, if any, shall be jointly and severally responsible for the maintenance of all landscaping provided for under this PUD. All landscaping shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse, debris and weeds. All landscaped areas shall be provided with underground or drip irrigation systems.

15) All businesses shall provide suitable trash and refuse storage areas which are designed and constructed to prevent direct view from the street or parking lot and to prevent refuse from being displaced or stored about the site or onto public right-of-way and to permit safe, easy removal of refuse by truck or hand.

16) Entry ramps and curbing is provided for by the PUD Plan and Texas Accessibility Standard specifications.

17) A landscape plan prepared by a Texas Registered Landscape Architect will be submitted for approval at time of Site Plan review. The PUD Plan shall identify locations of landscape buffers and define the tree planting requirements as follows:

- a. One (1) tree for each fifty (50) linear feet of street frontage will be provided. A two and one-half (2 ½) foot wide landscape buffer will be provided between parking areas and public streets.
- b. One (1) tree for each seventy five (75) linear feet of abutting property zoned for residential uses will be provided. One (1) tree for each one hundred twenty five (125) linear feet of abutting property zoned for commercial uses will be provided. Property lines shared between lots within this PUD shall have no tree planting or buffer requirement.
- c. One (1) tree for each one hundred (100) square feet of Parking Area Interior Landscaping Required will be provided. Parking Area Interior Landscaping provided in excess of the requirement shall not require additional trees.
- d. The Parking Area Interior Landscaping Requirement shall be ten (10) square feet for each off-street parking stall provided.
- e. Dead, diseased or declining trees removed shall have no replacement requirement. Existing trees to remain may be applied to the New Tree requirement.
- f. The Interior Landscaping at Other Vehicular Use Area requirement shall be as calculated in Section 7.920.g, except as expressly contained herein.
- g. A minimum of 50% of the tree requirement will be provided from Fredericksburg's approved species list.

18) Signs shall be allowed in the PUD as specified in the attachment hereto entitled Exhibit "C", "Permitted Signs".

- 19) The Contractor shall be responsible for protecting all trees which are to remain during construction per City guidelines.
- 20) Paving under existing tree driplines shall be aerated.
- 21) No exterior lighting (pole or wall mounted) shall produce intense glare, or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source/reflector so selected that acting together the light beam is controlled and not directed across any bounding property line, except as provided in paragraph 22.
- 22) Unshielded Exterior string lights shall be permitted with a maximum of 100 lumens per bulb (lamp) with no fixture maximum.
- 23) Internally and externally illuminated signs shall be permitted.
- 24) The Calculated Sign Area, Ground Sign Area Allowed, and Public Wall Sign Area Allowed shall be calculated in accordance with the attached Exhibit "C", "Permitted Signs". Internal Streetscape Sign Area Allowed and PUD Monument Sign Area Allowed are described on attached Exhibit "C", "Permitted Signs" and on the attached PUD Plan.
- 25) Continuous landscape barrier between off-street parking areas and abutting properties shall be provided in accordance with Appendix B Section 7.900, except that interior lot lines within the PUD, that is between Lots 1, 2, and 3 shall not require such barrier or tree planting.
- 26) Outdoor Sales and Mobile Food Establishments shall be permitted within the zones indicated on the PUD Plan.
- 27) Roof top equipment shall be shielded per the Entry Corridor Standards.
- 28) A 4ft Split-rail fence will be installed along public streets (US Hwy 87, US Hwy 290, Bob Moritz Dr). A 6ft Privacy fence with pedestrian and vehicular gates will be installed along Lot 2 interior lot lines. Fencing shall comply with the sight triangle requirements of Section 7.920.h.
- 29) Stabilized decomposed granite shall be a suitable paving material for off-street parking areas but shall not be used within fire lanes. Stabilized granite areas shall count 50% towards impervious cover calculations. Stabilized decomposed granite shall have permanent concrete or steel edging.
- 30) Public water and sanitary sewer utility lines shall be installed per attached PUD Plan where certain sections of lines along property frontage may be accomplished interior to the site within a public utility easement. Water and sanitary sewer utility line extensions shall only be provided as conceptually depicted on the attached PUD Plan.

A Utility Master Plan will be provided at time of Site Plan review. The final utility alignments may be approved administratively and shall not require a PUD amendment.

31) Provided that applicant furnishes adequate signed and sealed engineering analysis to the Director of Public Works and Utilities at the time of Site Plan review process an exemption to Chapter 5 Article XIII Section 5-456(c)(1-3) will be granted.

32) Sidewalks within the ROW or lot lines adjoining dedicated or major Arterial Streets shall only be provided as depicted on the PUD Plan.

33) A covered arcade or structural canopy shall be not less than fifty (50) percent of the Primary Façade of multi-tenant commercial buildings on Lot 1.

34) With the exception of historic landmarks, at least 40 percent of the ground floor up to 12 feet above finish floor on the Primary Façade of commercial retail buildings that is facing a park, plaza, entry corridor or side street shall be constructed of clear windows. With the exception of historic landmarks, at least 20 percent of the ground floor up to 12 feet above finish floor on the Secondary Façade of commercial retail buildings that is facing a park, plaza, entry corridor or side street shall be constructed of clear windows.

THE SEVEN HILLS RESORT AND CONFERENCE CENTER PUD
PERMITTED SIGNS

_____, 2018

Signs shall be in accordance with the regulations applicable to C-2 of Chapter 29 of the City of Fredericksburg Code of Ordinances (COF COO), and as modified and amended as follows:

Lot 1 Retail and Restaurant Village

Business Frontage: 681'

Non-PUD Abutting Property Frontage: 579'

Ground Signs allowed: 5

Calculated Sign Area: 400 sq. ft.

$$681' / 125' = 5 \text{ signs}$$

$$5 \times 80 = 400 \text{ sq. ft.}$$

Building Frontage: 275'

Ground Sign Area Allowed: 200 sq. ft.

Public Wall Sign Area Allowed: 200 sq. ft.

Internal Streetscape Sign Area Allowed: 1,100 sq. ft.

PUD Monument Sign Area Allowed: 150 sq. ft.

Lot 2 Klingelhofer and Sunday Houses

Business Frontage: 235'

Non-PUD Abutting Property Frontage: 0'

Ground Signs allowed: 1

Calculated Sign Area: 80 sq. ft.

$$235' / 125' = 1 \text{ sign}$$

$$1 \times 80 = 80 \text{ sq. ft.}$$

Building Frontage: 134'

Ground Sign Area Allowed: 50 sq. ft.

Public Wall Sign Area Allowed: 30 sq. ft.

Internal Streetscape Sign Area Allowed: 0

PUD Monument Sign Area Allowed: 0

Lot 3 Resort and Conference Center

Business Frontage: 1,239'

Non-PUD Abutting Property Frontage: 1,300'

Ground Signs allowed: 9

Calculated Sign Area: 720 sq. ft.

$$1,239' / 125' = 9 \text{ signs}$$

$$9 \times 80 \text{ sf} = 720 \text{ sq. ft.}$$

Building Frontage: 514'

Ground Sign Area Allowed: 400 sq. ft.
Public Wall Sign Area Allowed: 320 sq. ft.
Internal Streetscape Sign Area Allowed: 80 sq. ft.
PUD Monument Sign Area Allowed: 150 sq. ft.

General

1. Off premises signs shall not be prohibited within the PUD. For example, a sign for a business on Lot 3 may physically exist on Lot 1 or Lot 2.
2. The provisions of COF COO Chapter 29 Section 29-7 (6) for integrated businesses shall apply to the PUD.
3. The Calculated Sign Area shall be eighty (80) square feet for each one hundred twenty five (125) linear feet of Business Frontage.
4. PUD Monument Signs serving the unified development shall be expressly allowed as described above.
5. Internal Streetscape Signs for individual businesses shall be expressly allowed as described above.
6. Changeable lighted message signs adjacent to public streets are prohibited. However, a changeable lighted message sign is allowed on Directional Signs on Lot 3. Changeable lighted message signs includes monochrome and full-color with text, graphics, and/or animation capability.
7. *Banners/Temporary* signs shall be in accordance with the regulations of the COF COO Chapter 29-7 Section (3)b for C-2 zoning district. Provided, however, Street Banners are allowed above the private driveways on Lot 1, but not adjacent to public streets or highways.

Exclusive Signs:

1. *PUD Monument* signs shall be permanent single-face, illuminated ground sign consisting of individual lettering on stone or masonry background. PUD Monument sign(s) shall not exceed one hundred fifty (150) square feet in area each and not exceed five (5) feet in height above adjacent grade. The PUD Monument Sign Area Allowed is in addition to, and shall not be calculated within, the Ground Sign Area Allowed for each Lot.
2. *Internal Streetscape Signs* shall be any permanent Building Sign, as defined herein, existing on the Primary Façade of buildings on Lot 1 Retail and Restaurant Village only. Internal Streetscape Signs shall not exceed one (1) square foot for each one (1) linear foot of building frontage along the Primary Façade for each individual business or lease space. Internal Streetscape Signs may not be illuminated except during the Retail and Restaurant Village posted hours of operation. The Internal Streetscape Sign Area Allowed is in addition to, and shall not be calculated within, the Public Wall Sign Area Allowed for each Lot.

Ground Signs:

1. *Monument* signs shall be permanent single or double-face, illuminated ground sign consisting individual lettering on stone or masonry background not exceed fifty (50) square feet in area and not exceed five (5) feet in height above adjacent grade. Sign area calculated in accordance with a single-face sign.
2. *Directional* signs shall be permanent single or double-face, illuminated ground sign with stone or masonry background providing wayfinding for general site amenities and proprietary businesses not exceeding one hundred fifty (150) square feet in total and five (5) feet in height above adjacent grade. Directional signs may be comprised of stylistically consistent individual plaques on stone or masonry background, individual channel lettering, and changeable message sign, or some combination thereof.
3. *Unattached* signs (also *Portable* or *Sandwich* or *Chalkboard* or *A-frame* signs) shall be allowed on Lot 1 only and limited to six (6) square feet per individual lease space.
4. Flags and flagpoles (freestanding and building) shall not be limited. Flags or flagpoles may be externally illuminated provided that the light source is shielded from view from adjacent properties.
5. *Snipe* Signs are prohibited.
6. *Feather Flags* are prohibited.

Building Signs:

1. *Wall* signs shall be permanent single-face, illuminated or non-illuminated individual lettering, cabinet, plaque, or medallion not exceeding eighty (80) square feet each. Wall signs shall be limited to one and one-half (1 ½) feet in height, and may not extend greater than one and one-half (1 ½) feet from the face of the building with no maximum elevation above grade.
2. *Canopy* signs shall be permanent illuminated or non-illuminated individual lettering, plaque, medallion or other insignia mounted above, below, or to the face of the fascia of the canopy.
3. *Projecting* signs shall be permanent double-face, illuminated or non-illuminated cabinet, plaque, medallion or other insignia mounted below the canopy or to the building façade. The face of a Projecting sign shall oriented to be perpendicular to the building façade. No portion of a Projecting Sign may exist below seven (7) feet above finish floor.
4. Medallion signs shall be in accordance with the regulations of COF COO Chapter 29-7 Section (3) for C-2 zoning district.
5. Roof signs are prohibited.

PERMITTED USES

The following uses are permitted and shall have the definitions provided in the Fredericksburg Code of Ordinances existing at the time of the adoption of this Ordinance, as supplemented by the additional uses provided in this Exhibit "D".

Commercial Use:

Administrative and Business Offices

Arts and Crafts

Business Support Services

Cocktail Lounge

Commercial Off-Street Parking

Commercial Recreation, including (1) Indoor Sports and Recreation, (2) Outdoor Sports and Recreation, (3) Indoor Entertainment, and (4) Outdoor Entertainment. In addition, Permitted Uses shall include (i) conventions, (ii) conferences, (iii) trade shows, car shows and the like, (iv) public or private events including weddings, (v) food and wine festivals, (vi) music festivals, (vii) movie festivals, (viii) art festivals, and (ix) personal transportation rentals, both electric and non-electric.

Consumer Convenience Services

Drive Through Facilities limited to Coffee Shops and Financial Services

Financial Services

Food Sales

In addition, Permitted Uses shall include **farmer's markets** or other temporary or recurring markets primarily engaged in the sale of food for home consumption or household products.

General Retail Sales

Hotel-Motel

Laundry Services

Liquor Sales

Medical Offices

Personal Improvement Services

Personal Services, including spas and other similar services.

Pet Services

Professional Office

Restaurant

In addition, Permitted Uses shall include Mobile Food Establishments, food carts, and other similar mobile businesses primarily engaged in the retail sale of food and beverages.

Shopping Center or Mall

Veterinary Services

Civic Use:

Administrative Services
Club or Lodge
Community Recreation
Cultural Services
Day Care Services
Hospital Services (limited)
Local Utility Services
Major Utility Facilities
Postal Facilities
Religious Assembly

Residential Use:

Condominium Residential

In addition, Permitted Uses shall include live/work spaces.

Short-term Rentals

Bed and Breakfast

Industrial Use:

Light Manufacturing, but expressly prohibiting sheet metal shop, welding shop and machine shop.

In addition, Permitted Uses shall include winery, brewery, distilleries and other alcohol manufacturing. A business engaged primarily in Light Manufacturing shall also be permitted to have a tasting room and engage in the retail sale of alcoholic beverages manufactured by the business, for consumption on the premises. To the extent not covered by Food Sales or General Retail Sales, the preparation and on-site sale of agricultural products including, but not limited to olive oil and olive related products; cheeses and soaps.

Custom Manufacturing

EXHIBIT "E"

PUBLIC IMPROVEMENTS

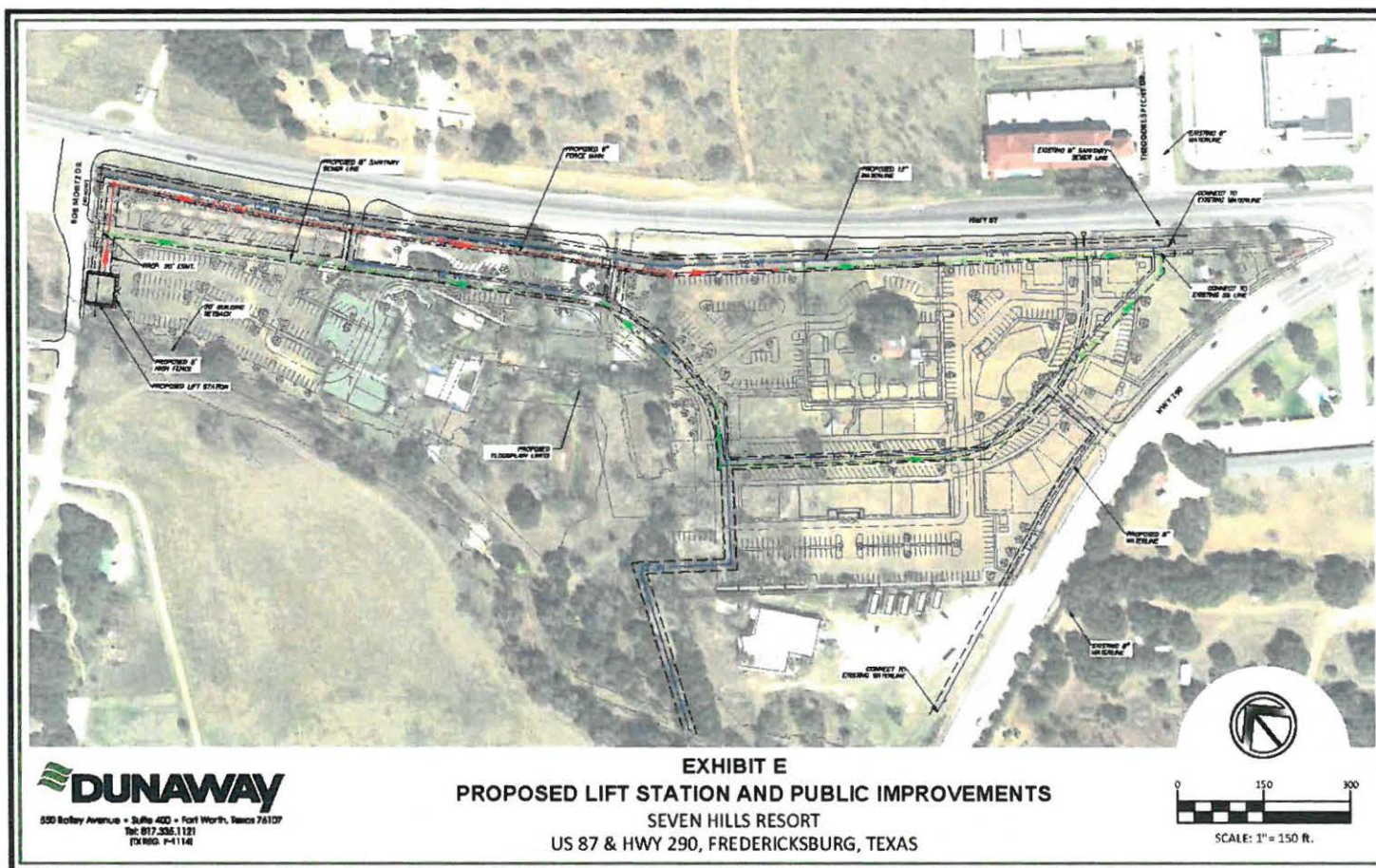


EXHIBIT "F"

FORM OF DEDICATION OF EASEMENT

**PUBLIC UTILITY EASEMENT
(underground)**

BARONS CREEK II, LLC, a Texas limited liability company, whose address is 1221 Lamar St., Suite 1136, Houston, Texas 77010 hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by the City of Fredericksburg, a municipal corporation, in the State of Texas, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed and by these presents does GRANT, SELL, AND CONVEY unto Grantee, a non-exclusive underground easement (the "Easement") as herein described for electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, telecommunications lines, cable lines, and other public utilities with all associated appurtenances (collectively, the "Facilities") through, across, and under the tract of land located in Gillespie County, Texas more particularly described in **EXHIBIT A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

TO HAVE AND TO HOLD the Easement perpetually to Grantee and its successors and assigns together with the right and privilege of ingress and egress over the Easement Tract for the purpose of constructing, operating, repair, reconstructing, inspecting, operating, maintaining, and removing the Facilities, including the right to place new or additional lines in the Facilities.

Grantor, for itself and its successors and assigns, reserves the right to enter upon and fully use the Easement Tract for all purposes that do not materially interfere with or interrupt the use or enjoyment of the Easement by Grantee for the easement purposes stated herein, including, but not limited to the right to construct, install, maintain, replace, and remove an all-weather surface roads, driveways, parking lots, sidewalks and other improvements across the Easement Tract ("Improvements"). The parties' rights and obligations to install, maintain and repair the Improvements and Facilities, shall be in accordance with the Annexation Agreement for The Seven Hills Resort and Conference Center, dated August __, 2018 executed by Grantor and Grantee.

Grantor, for itself and its successor and assigns, reserves the right to convey easements to others so long as any such further conveyance is made subject to this grant and does not interfere in any material way with the use and enjoyment of the Easement granted herein for the purpose herein stated. Grantee shall use the Easement and operate the Facilities in compliance with all material applicable federal, state and local laws, statutes, ordinances, rules, and regulations.

Grantor agrees to warrant and forever defend title to the Easement Tract granted herein unto Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the matters set forth herein and further subject to all easements, rights of way, restrictions, reservations,

covenants, conditions, encumbrances, and other instruments presently recorded in the official records of Gillespie County, Texas that affect the Easement Tract.

By acceptance of this Public Utility Easement, Grantee agrees to comply with the terms hereof which shall be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has cause this instrument to be executed on this ____ day of _____ 20__

GRANTOR:

BARONS CREEK II, LLC

By: _____
Dennis E. Murphree, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by Dennis E. Murphree, known to me to be the Manager of BARONS CREEK II, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to:

EXHIBIT A

Easement Tract
[to be added]

LIFT STATION EASEMENT

BARONS CREEK II, LLC, a Texas limited liability company, whose address is 1221 Lamar St., Suite 1136, Houston, Texas 77010 hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by the City of Fredericksburg, a municipal corporation, in the State of Texas, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed and by these presents does GRANT, SELL, AND CONVEY unto Grantee, an easement (the "Easement") for the construction, operation, maintenance, replacement, upgrade and repair of a lift station and associated improvements (collectively, the "Facilities") over, across, and under the tract of land located in Gillespie County, Texas more particularly described in **EXHIBIT A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

TO HAVE AND TO HOLD the Easement perpetually to Grantee and its successors and assigns together with the right and privilege of ingress and egress over the Easement Tract for the purpose of constructing, operating, maintaining, replacing, upgrading, repairing, reconstructing, and inspecting the Facilities.

Grantee shall use the Easement and operate the Facilities in compliance with all material applicable federal, state and local laws, statutes, ordinances, rules, and regulations. The parties' rights and obligations to install, maintain and repair the Improvements and Facilities, shall be in accordance with the Annexation Agreement for The Seven Hills Resort and Conference Center, dated August __, 2018 executed by Grantor and Grantee.

Grantor agrees to warrant and forever defend title to the Easement Tract granted herein unto Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the matters set forth herein and further subject to all easements, rights of way, restrictions, reservations, covenants, conditions, encumbrances, and other instruments presently recorded in the official records of Gillespie County, Texas that affect the Easement Tract.

By acceptance of this Public Utility Easement, Grantee agrees to comply with the terms hereof which shall be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has cause this instrument to be executed on this ____ day of _____ 20__

GRANTOR:

BARONS CREEK II, LLC

By: _____
Dennis E. Murphree, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by Dennis E. Murphree, known to me to be the Manager of BARONS CREEK II, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to:

EXHIBIT A

Easement Tract
[to be added]

EXHIBIT "G"

LIENHOLDER'S CONSENT to the ANNEXATION AGREEMENT for THE SEVEN HILLS HOTEL AND CONFERENCE CENTER OF GILLESPIE COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

The undersigned, The Ed Rachal Foundation (hereinafter, "Lienholder") being the sole owner and holder of an existing mortgage and lien recorded under Instrument No. 20180104 of the Official Public Records of Gillespie County, Texas, upon and against the real property described as follows:

- a. Lot No. 1B, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 144, Plat Records of Gillespie County, Texas;
- b. Lot No. 2, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 64, Plat Records of Gillespie County, Texas;
- c. BEING 1.004 acre of land, more or less, situated in Gillespie County, Texas, part of Block III; as said Block is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 1.004 acre tract of land is described by metes and bounds on EXHIBIT "A", attached hereto and made a part hereof;
- d. Lot No. 1AR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas.
- e. Lot No. 1BR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas.
- f. Lot No. 2, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 96, Plat Records of Gillespie County, Texas; and
- g. BEING 0.399 acre of land, more or less, situated in Fredericksburg, Gillespie County, Texas, part of Outlot No. 582; as said Outlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 0.399 acre tract of land is described by metes and bounds on EXHIBIT "B", attached hereto and made a part hereof,

, which is known (or is to be known as The Seven Hills Resort and Conference Center, and as such, mortgagee and lienholder, does hereby consent to and join in said Agreement.

The undersigned hereby executes this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the said Agreement. All parties to the Agreement specifically acknowledge that Lienholder is not a party to the said Agreement except for the sole purpose of subordinating the Lien(s) as set out above, and all parties to the Agreement hereby specifically and unconditionally releases and discharges said Lienholder from any claims or liability with respect to, or arising out of the Agreement, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

DATE: _____, 2018

THE ED RACHAL FOUNDATION, Lender

By: _____

Name: Paul D. Altheide

Title: CEO

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Paul D. Altheide, known to me to be the CEO of THE ED RACHAL FOUNDATION, a Texas nonprofit corporation, on behalf of said Lienholder.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

SULTEMEIER

SURVEYING & ENGINEERING

**LICENSED SURVEYING FIRM: 100930-00
REGISTERED ENGINEERING FIRM: F-10608**

805 North Llano
Fredericksburg, TX 78624
Tel.: (830) 990-1221 Fax: (830) 990-1222

**1.004 ACRES
CITY OF FREDERICKSBURG
GILLESPIE COUNTY, TEXAS**

**FN-14-5764
JUNE 2ND, 2014**

A DESCRIPTION OF A 1.004 ACRE TRACT OF LAND OUT OF BLOCK III AS SAID BLOCK AND OUTLOTS ARE DESIGNATED ON THE MAP OR PLAT OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; BEING COMPRISED OF THAT CERTAIN 1.0 ACRE TRACT I AND THAT CERTAIN 164 SQUARE FOOT TRACT II (DEED/CALLED AREAS) DESCRIBED IN A CONVEYANCE FROM JOHN T. BOLTON AND WIFE, CAROL HICKS BOLTON TO MICHAEL IGARTA AND WIFE, CRYSTAL IGARTA, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 1ST, 2005, RECORDED IN VOLUME 599, PAGE 295 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS; SAID 1.004 ACRE TACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch Iron rod found on the southwest R.O.W. (Right-of-Way) line of U. S. Highway No. 87 at the north corner of the said 1.0 acre tract, being at the easterly northeast corner of Lot 2 in the Killer Subdivision, a plat of record in Volume 2, Page 64 of the Plat Records of said County, Texas, for the north corner hereof;

THENCE with the said southwest R.O.W. line of U. S. Highway No. 87, a distance of 209.06 feet along the arc of a curve to the left having a radius of 5794.58 feet and a chord bearing of S 38° 23' 42" E, a distance of 209.05 feet to a ½ inch Iron rod found at the east corner of said Tract I, being at the north corner of Lot 1A in the Carabetta Subdivision, a plat of record in said Volume 2 at Page 147 of the Plat Records, for the east corner hereof;

THENCE with the southeast line of said Tract I, S 39° 03' 43" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 213.60 feet to a ½ inch Iron rod found at the south corner of thereof, being at the easterly southeast corner of said Lot 2, for the south corner hereof;

THENCE with the southwest line of said Tract I, and continuing with the southwest line of said Tract II, N 37° 57' 45" W, at a distance of 191.65 feet an 8 inch diameter fence post found at the southwesterly corner of said Tract I and south corner of said Tract II, continuing for a total distance of 213.67 feet to the west corner of said Tract II, a point of the bank of a creek, for the west corner hereof;

THENCE with the northwest line of said Tract II, and continuing with the northwest line of said Tract I, N 40° 11' 27" E, at a distance of 16.02 feet an 8 inch diameter fence post found at the north corner of said Tract II and northwesterly corner of said Tract I, continuing for a total distance of 211.06 feet to the POINT OF BEGINNING, containing 1.004 acres of land, more or less.

EXHIBIT "B"



SEARCHERS
LAND SURVEYING, LLC

MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 0.399 acres of land, out of the J. M. Chapa Survey No. 131, Abstract No. 115 in Gillespie County, Texas, being a portion of Outlot 582 as shown on plat of Fredericksburg, Texas by the German Emigration Company and Environs and being all of that certain 0.399 acre tract described in Volume 242, Page 613 of the Real Property Records of Gillespie County, Texas; Said 0.399 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the southwest line of U. S. Highway No. 87 for the northeast corner of Lot 2 of the Carabetta Subdivision as shown on plat recorded in Volume 2, Page 96 of the Plat Records of Gillespie County, Texas and the north corner hereof and from which a concrete monument found in the southwest line of said U. S. Highway No. 87 and the northeast line of said Lot 2 bears North 50°45'27" West a distance of 304.76 feet;

THENCE South 50°45'27" East a distance of 249.25 feet along the southwest line of said U. S. Highway No. 87 to a mag nail set for the northwest corner of that certain 0.003 acre tract described in Volume 80, Page 625 of the Deed Records of Gillespie County, Texas and the northeast corner hereof;

THENCE South 28°47'37" West a distance of 10.19 feet along the west line of said 0.003 acre tract to a mag nail set in the north line of U. S. Highway No. 290 for the southwest corner of said 0.003 acre tract and the southeast corner hereof;

THENCE along a curve turning to the left with an arc length of 250.21 feet, a radius of 1195.92 feet, a chord bears North 81°46'33" West a distance of 249.75 feet to a 1/2 inch iron rod found for southeast corner of said Lot 2 and the southwest corner hereof and from which a concrete monument found in the north line of said U. S. Highway No. 290 and the south line of said Lot 2 bears South 81°10'33" West a distance of 458.37 feet;

THENCE North 24°17'04" East a distance of 143.59 feet along the east line of said Lot 2 to the POINT OF BEGINNING containing 0.399 acres of land, more or less.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF FREDERICKSBURG, TEXAS APPROXIMATELY 11.282 ACRES OF LAND, BEING CERTAIN LOTS OF THE Klier SUBDIVISION AND A PORTION OF BLOCK III AS SAID BLOCK IS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; EXTENDING THE CORPORATE LIMITS OF THE CITY OF FREDERICKSBURG, TEXAS, SO AS TO INCLUDE SAID TERRITORY; GRANTING TO ALL INHABITANTS AND FUTURE INHABITANTS OF SAID TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF FREDERICKSBURG, TEXAS; BINDING THE INHABITANTS AND FUTURE INHABITANTS OF SAID TERRITORY BY ANY AND ALL ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY OF FREDERICKSBURG, TEXAS.

WHEREAS, the City of Fredericksburg has previously instituted annexation proceedings for the following tracts or parcels of land (the "Property") situated in Gillespie County, Texas, hereinafter described and shown on Exhibit "A", copy of which is attached hereto and made a part hereof, and legally described in three tracts as follows:

Lot No. 1B, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 144, Plat Records of Gillespie County, Texas; and

Lot No. 2, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 64, Plat Records of Gillespie County, Texas; and

BEING 1.004 acre of land, more or less, situated in Gillespie County, Texas, part of Block III; as said Block is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 1.004 acre tract of land is described by metes and bounds on Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has heard arguments for and against the annexation of such Property at two (2) public hearings in accordance with Section 43.063 of the Local Government Code of the State of Texas and after having been requested to annex such Property by the owners thereof; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has determined that said Property is contiguous and adjacent to the limits of the City of Fredericksburg, Texas; that the said Property to be annexed meets all requisites of law for annexation, and that

such Property should be annexed to the City of Fredericksburg, Texas, and the corporate limits of the City of Fredericksburg, Texas should be extended so as to include such territory; and that the City Council of the City of Fredericksburg, Texas, by the provisions of the Local Government Code of the State of Texas, and the Charter of the City of Fredericksburg, has the power to annex such Property.

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

Section 1. That the Property is hereby annexed to the City of Fredericksburg, Texas; that the corporate limits of the City of Fredericksburg, Texas, be and they are hereby extended so as to include such Property within the city limits of the City of Fredericksburg, Texas; and that said Property shall hereafter be included within the territorial limits of the City of Fredericksburg, Texas.

Section 2. That the present and future inhabitants of such Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Fredericksburg, Texas; and that the inhabitants of such Property shall be bound by any and all the acts, ordinances, resolutions and regulations of the City of Fredericksburg, Texas.

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

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

ANNEXATION TRACT

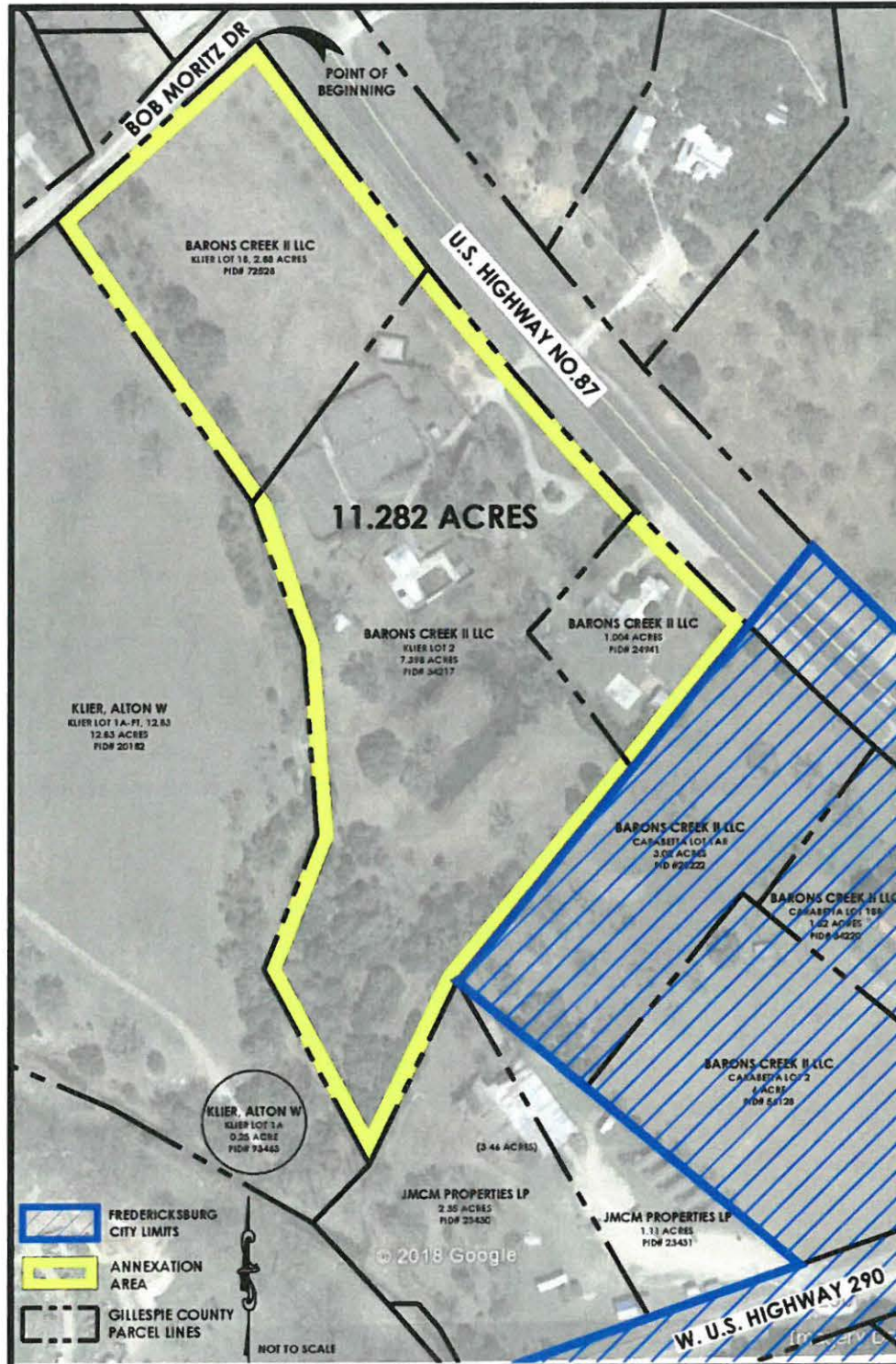


EXHIBIT "B"

SULTEMEIER

SURVEYING & ENGINEERING

**LICENSED SURVEYING FIRM: 100930-00
REGISTERED ENGINEERING FIRM: F-10608**

805 North Llano
Fredericksburg, TX 78624
Tel.: (830) 990-1221 Fax: (830) 990-1222

**1.004 ACRES
CITY OF FREDERICKSBURG
GILLESPIE COUNTY, TEXAS**

**FN-14-5764
JUNE 2ND, 2014**

A DESCRIPTION OF A 1.004 ACRE TRACT OF LAND OUT OF BLOCK III AS SAID BLOCK AND OUTLOTS ARE DESIGNATED ON THE MAP OR PLAT OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; BEING COMPRISED OF THAT CERTAIN 1.0 ACRE TRACT I AND THAT CERTAIN 164 SQUARE FOOT TRACT II (DEED/CALLED AREAS) DESCRIBED IN A CONVEYANCE FROM JOHN T. BOLTON AND WIFE, CAROL HICKS BOLTON TO MICHAEL IGARTA AND WIFE, CRYSTAL IGARTA, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 1ST, 2005, RECORDED IN VOLUME 599, PAGE 295 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS; SAID 1.004 ACRE TACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod found on the southwest R.O.W. (Right-of-Way) line of U. S. Highway No. 87 at the north corner of the said 1.0 acre tract, being at the easterly northeast corner of Lot 2 in the Killer Subdivision, a plat of record in Volume 2, Page 64 of the Plat Records of said County, Texas, for the north corner hereof;

THENCE with the said southwest R.O.W. line of U. S. Highway No. 87, a distance of 209.06 feet along the arc of a curve to the left having a radius of 5794.58 feet and a chord bearing of S 38° 23' 42" E, a distance of 209.05 feet to a ½ inch iron rod found at the east corner of said Tract I, being at the north corner of Lot 1AR in the Carabetta Subdivision, a plat of record in said Volume 2 at Page 147 of the Plat Records, for the east corner hereof;

THENCE with the southeast line of said Tract I, S 39° 03' 43" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 213.60 feet to a ½ inch iron rod found at the south corner of thereof, being at the easterly southeast corner of said Lot 2, for the south corner hereof;

THENCE with the southwest line of said Tract I, and continuing with the southwest line of said Tract II, N 37° 57' 45" W, at a distance of 191.65 feet an 8 inch diameter fence post found at the southwesterly corner of said Tract I and south corner of said Tract II, continuing for a total distance of 213.67 feet to the west corner of said Tract II, a point of the bank of a creek, for the west corner hereof;

THENCE with the northwest line of said Tract II, and continuing with the northwest line of said Tract I, N 40° 11' 27" E, at a distance of 16.02 feet an 8 inch diameter fence post found at the north corner of said Tract II and northwesterly corner of said Tract I, continuing for a total distance of 211.06 feet to the POINT OF BEGINNING, containing 1.004 acres of land, more or less.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND ESTABLISHING THE ZONING DISTRICT FOR APPROXIMATELY 22.031 ACRES, INCLUDING CERTAIN LOTS OF THE KLIER SUBDIVISION, CERTAIN LOTS OF THE CARABETTA SUBDIVISION, A PORTION OF BLOCK III AS SAID BLOCK IS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY, AND A PORTION OF OUTLOT NO. 582 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; ESTABLISHING PLANNED UNIT DEVELOPMENT (PUD) ZONING FOR SAID PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for Rezoning has been submitted by the owner of approximately 22.031 acres of property located at the intersection of US Highway 87 N and US Highway 290 W, to establish Planned Unit Development (PUD) zoning upon said property; and

WHEREAS, public hearings before the Planning and Zoning Commission and the City Council of the City of Fredericksburg have been duly noticed and held regarding such application, as required by the City of Fredericksburg Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission has determined that such zoning change is in conformity with the uses established by the Comprehensive Land Use Plan of the City of Fredericksburg and is consistent with the objectives of the City of Fredericksburg Zoning Ordinance, and has recommended to the City Council of the City of Fredericksburg, based upon positive findings under the review and evaluation criteria established by such ordinance, that the rezoning be enacted; and

WHEREAS, the City Council has specifically found, following public hearing, that such change is consistent with the objectives of the City of Fredericksburg Zoning Ordinance and Comprehensive Land Use Plan of the City of Fredericksburg and there has not been a protest against rezoning signed by owners of twenty per cent (20%) or more of the area of the property included in the zoning request, or of the area of the property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That the zoning ordinance of the City of Fredericksburg is hereby amended to incorporate the certain change in zoning district as follows:

All of those certain lots, tracts, or parcels of land, totaling approximately 22.031 acres of land, and specifically identified as:

Lot No. 1B, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 144, Plat Records of Gillespie County, Texas; and

Lot No. 2, Klier Subdivision, situated in Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 64, Plat Records of Gillespie County, Texas; and

Being 1.004 acre of land, more or less, situated in Gillespie County, Texas, part of Block III; as said Block is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 1.004 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof; and

Lot No. 1AR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas; and

Lot No. 1BR, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 147, Plat Records of Gillespie County, Texas; and

Lot No. 2, Carabetta Subdivision, situated in Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Volume 2, Page 96, Plat Records of Gillespie County, Texas; and

Being 0.399 acre of land, more or less, situated in Fredericksburg, Gillespie County, Texas, part of Outlot No. 582; as said Outlot is shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 0.399 acre tract of land is described by metes and bounds on Exhibit "B", attached hereto and made a part hereof;

to be and are hereby zoned and designated as a Planned Unit Development ("PUD"), as more particularly described on the PUD Plan set forth in Exhibit "C", the PUD Notes set forth in Exhibit "D", the Permitted Signs set forth in Exhibit "E", and the Permitted Uses set forth in Exhibit "F", copies of which are attached hereto and made a part hereof.

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

Section 3. That this Ordinance shall take effect upon the date of its passage.

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

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

SULTEMEIER

SURVEYING & ENGINEERING

**LICENSED SURVEYING FIRM: 100930-00
REGISTERED ENGINEERING FIRM: F-10608**

805 North Llano
Fredericksburg, TX 78624
Tel.: (830) 990-1221 Fax: (830) 990-1222

**1.004 ACRES
CITY OF FREDERICKSBURG
GILLESPIE COUNTY, TEXAS**

**FN-14-5764
JUNE 2ND, 2014**

A DESCRIPTION OF A 1.004 ACRE TRACT OF LAND OUT OF BLOCK III AS SAID BLOCK AND OUTLOTS ARE DESIGNATED ON THE MAP OR PLAT OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; BEING COMPRISED OF THAT CERTAIN 1.0 ACRE TRACT I AND THAT CERTAIN 164 SQUARE FOOT TRACT II (DEED/CALLED AREAS) DESCRIBED IN A CONVEYANCE FROM JOHN T. BOLTON AND WIFE, CAROL HICKS BOLTON TO MICHAEL IGARTA AND WIFE, CRYSTAL IGARTA, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 1ST, 2005, RECORDED IN VOLUME 599, PAGE 295 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS; SAID 1.004 ACRE TACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch Iron rod found on the southwest R.O.W. (Right-of-Way) line of U. S. Highway No. 87 at the north corner of the said 1.0 acre tract, being at the easterly northeast corner of Lot 2 in the Killer Subdivision, a plat of record in Volume 2, Page 64 of the Plat Records of said County, Texas, for the north corner hereof;

THENCE with the said southwest R.O.W. line of U. S. Highway No. 87, a distance of 209.06 feet along the arc of a curve to the left having a radius of 5794.58 feet and a chord bearing of S 38° 23' 42" E, a distance of 209.05 feet to a ½ inch Iron rod found at the east corner of said Tract I, being at the north corner of Lot 1AR in the Carabetta Subdivision, a plat of record in said Volume 2 at Page 147 of the Plat Records, for the east corner hereof;

THENCE with the southeast line of said Tract I, S 39° 03' 43" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 213.60 feet to a ½ inch Iron rod found at the south corner of thereof, being at the easterly southeast corner of said Lot 2, for the south corner hereof;

THENCE with the southwest line of said Tract I, and continuing with the southwest line of said Tract II, N 37° 57' 45" W, at a distance of 191.65 feet an 8 inch diameter fence post found at the southwesterly corner of said Tract I and south corner of said Tract II, continuing for a total distance of 213.67 feet to the west corner of said Tract II, a point of the bank of a creek, for the west corner hereof;

THENCE with the northwest line of said Tract II, and continuing with the northwest line of said Tract I, N 40° 11' 27" E, at a distance of 16.02 feet an 8 inch diameter fence post found at the north corner of said Tract II and northwesterly corner of said Tract I, continuing for a total distance of 211.06 feet to the POINT OF BEGINNING, containing 1.004 acres of land, more or less.

EXHIBIT "B"



SEARCHERS
LAND SURVEYING, LLC

MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 0.399 acres of land, out of the J. M. Chapa Survey No. 131, Abstract No. 115 in Gillespie County, Texas, being a portion of Outlot 582 as shown on plat of Fredericksburg, Texas by the German Emigration Company and Environs and being all of that certain 0.399 acre tract described in Volume 242, Page 613 of the Real Property Records of Gillespie County, Texas; Said 0.399 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the southwest line of U. S. Highway No. 87 for the northeast corner of Lot 2 of the Carabetta Subdivision as shown on plat recorded in Volume 2, Page 96 of the Plat Records of Gillespie County, Texas and the north corner hereof and from which a concrete monument found in the southwest line of said U. S. Highway No. 87 and the northeast line of said Lot 2 bears North 50°45'27" West a distance of 304.76 feet;

THENCE South 50°45'27" East a distance of 249.25 feet along the southwest line of said U. S. Highway No. 87 to a mag nail set for the northwest corner of that certain 0.003 acre tract described in Volume 80, Page 625 of the Deed Records of Gillespie County, Texas and the northeast corner hereof;

THENCE South 28°47'37" West a distance of 10.19 feet along the west line of said 0.003 acre tract to a mag nail set in the north line of U. S. Highway No. 290 for the southwest corner of said 0.003 acre tract and the southeast corner hereof;

THENCE along a curve turning to the left with an arc length of 250.21 feet, a radius of 1195.92 feet, a chord bears North 81°46'33" West a distance of 249.75 feet to a 1/2 inch iron rod found for southeast corner of said Lot 2 and the southwest corner hereof and from which a concrete monument found in the north line of said U. S. Highway No. 290 and the south line of said Lot 2 bears South 81°10'33" West a distance of 458.37 feet;

THENCE North 24°17'04" East a distance of 143.59 feet along the east line of said Lot 2 to the POINT OF BEGINNING containing 0.399 acres of land, more or less.

EXHIBIT "C"

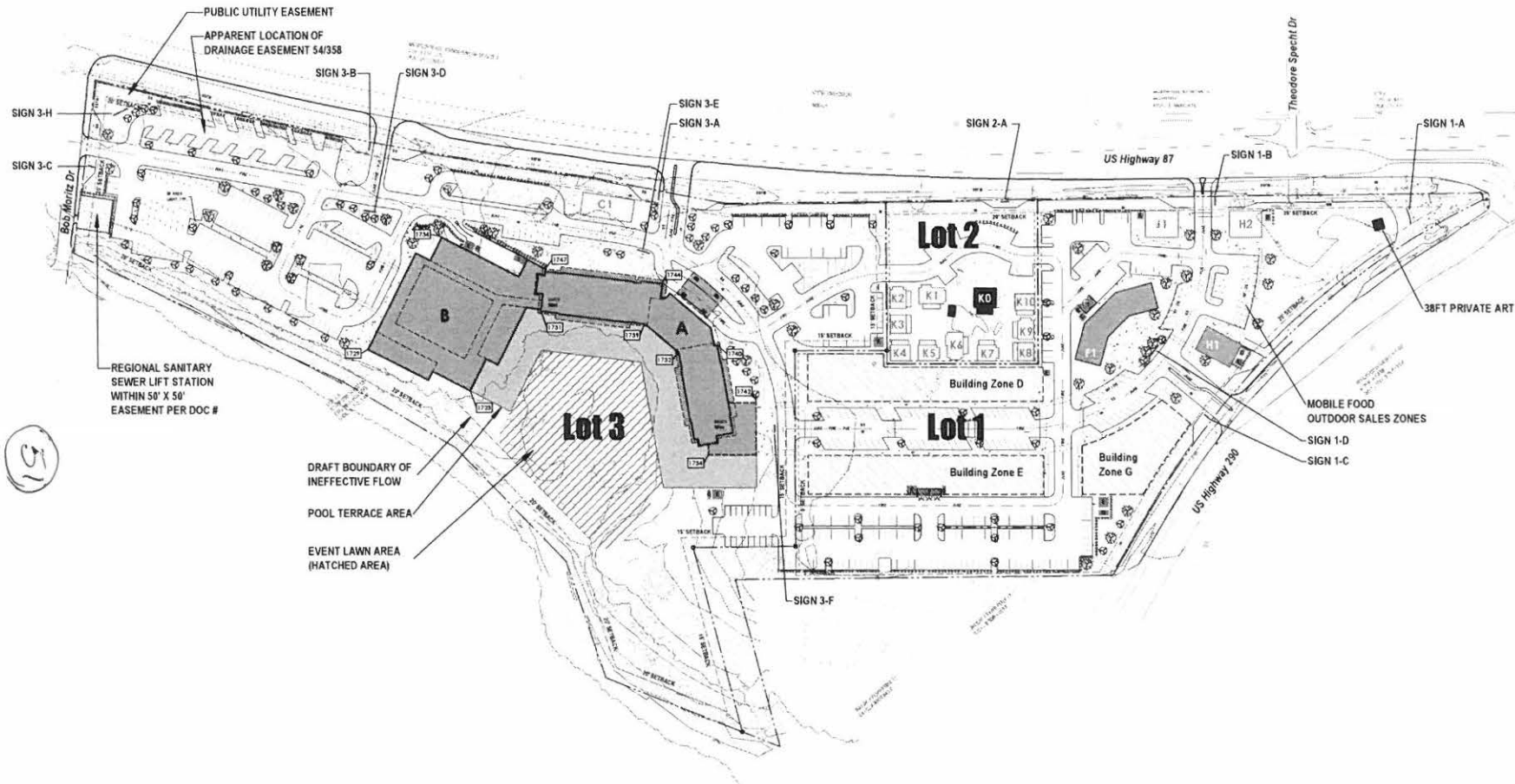


EXHIBIT "D"

THE SEVEN HILLS RESORT AND CONFERENCE CENTER PUD ZONING NOTES

_____, 2018
Planned Unit Development (PUD)

1. Lot Development Summary:

Lot 1 Retail and Restaurant Village

Maximum Height Allowed: 38 feet
Front Yard Setback: 20 feet
Street Yard: 20 feet
Interior Yard: 5 feet
Rear Yard: 5 feet

Lot Area: 341,300
Draft 100yr Floodplain Area: 2,900
Net Lot Area: 338,400

Building Cover Allowed: 256,000 (75%)
Building Cover Actual (fully developed): 70,800 (20.9%)

Impervious Cover Allowed: 270,700 (80%)
Paved Drive / Parking: 124,000 (36.6%)
Plaza / Sidewalk / Terrace: 68,700 (20%)
Impervious Cover Actual: 263,500 (77.8%)

Off-street Parking Required (100%): 247
Off-street Parking Required (75%): 186
Off-street Parking Provided on Lot 1: 186
Off-street Parking Provided on Lot 1 for Lot 3 use: 86
Reference Parking Table

Parking Area Interior Landscaping Required: 272 stalls x 10 = 2,720
Parking Area Interior Landscaping Provided: 4,900
Landscaping Required at Other Vehicular Use Area:

124,000 (paved area) - 108,800 (272 x 400) = 15,200
15,200 - 5,000 (exclusion) = 10,200
10,200 / 100 = 102
102 + 2,720 = 2,822

Minimum Number of Trees at Landscaped Areas (1 per 100): 2,820 / 100 = 28 Trees
Minimum Number of Trees along Business Frontage: 1,479' / 50' = 30 Trees
Minimum Number of Trees along Abutting non-PUD Property: 579' / 75' = 8 Trees
40 of the 66 Required Trees are existing

New Trees provided: 26

Lot 2 Klingelhofer and Sunday Houses

Maximum Height Allowed: 28 feet

Residential Density Allowed:

Efficiency: 2,500

1 Bedroom: 3,000

2 Bedroom: 3,500

Front Yard Setback: 15 feet

Street Yard: 15 feet

Interior Yard: 5 feet

Rear Yard: 5 feet

Unit Mix

Unit 0 = Klingelhofer = 2 Bedroom

Unit 1 = Type E = 2 Bedroom

Unit 2 = Type A = 1 Bedroom

Unit 3 = Type B = Studio

Unit 4 = Type C = 1 Bedroom

Unit 5 = Type A = 1 Bedroom

Unit 6 = Type D = 2 Bedroom

Unit 7 = Type A = 1 Bedroom

Unit 8 = Type B = Studio

Unit 9 = Type A = 1 Bedroom

Unit 10 = Type C = 1 Bedroom

Lot Area: 58,600

Draft 100yr Floodplain Area: 0

Net Lot Area: 58,600

Building Cover Allowed: 32,200 (55%)

Building Cover Actual: 12,300 (21%)

Impervious Cover Allowed: 38,100 (65%)

Paved Drive / Parking: 9,800 (16.7%)

Plaza / Sidewalk / Terrace: 11,700 (20%)

Impervious Cover Actual: 33,800 (57.7%)

Off-street Parking Required (100%): 17

Off-street Parking Required (75%): 13

Off-street Parking Provided on Lot 2: 13

Off-street Parking Provided on Lot 2 for Lot 3 use: 4

Reference Parking Table

Parking Area Interior Landscaping Required: 17 stalls x 10 = 170

Parking Area Interior Landscaping Provided: 170

Landscaping Required at Other Vehicular Use Area:

9,800 (paved area) - 6,800 (17 x 400) = 3,000

3,000 - 5,000 (exclusion) = 0

0 / 100 = 0

0 + 170 = 170

Minimum Number of Trees at Landscaped Areas (1 per 100): $170 / 100 = 1$ Trees

Minimum Number of Trees along Street Frontage: $235' / 50 = 5$ Trees

Minimum Number of Trees along Abutting non-PUD Property: $0' / 75 = 0$ Trees

12 of the 6 Required Trees are Existing

New Trees Provided: 0

6 Trees shall be credited to Lot 3 of the PUD

Lot 3 Resort and Conference Center

Maximum Height Allowed: 48 feet

Front Yard Setback: 20 feet

Street Yard Setback: 20 feet

Interior Yard Setback: 5 feet

Rear Yard Setback: 5 feet

Lot Area: 559,900

Draft 100yr Floodplain Area: 121,100

Net Lot Area: 438,800

Building Cover Allowed: 329,100 (75%)

Building Cover Actual: 85,100 (16.4%)

Impervious Cover Allowed: 351,000 (80%)

Paved Drive/Parking: 170,600 (38.9%)

Plaza / Sidewalk / Terrace: 65,800 (15%)

Impervious Cover Actual: 321,500 (73.3%)

Off-street Parking Required (100%): 466

Off-street Parking Required (83%): 386

Off-street Parking Provided on Lot 3: 285

Off-street Parking Provided on Lot 1 for Lot 3 use: 86

Reference Parking Table

Parking Area Interior Landscaping Required: 285 stalls x 10 = 2,850

Parking Area Interior Landscaping Provided: 24,900

Other Vehicular Use Area:

170,600 (paved area) - 114,000 (285 x 400) = 56,600

56,600 - 5,000 (exclusion) = 51,600

51,600 / 100 = 516

516 + 2,850 = 3,366

Minimum Number of Trees at Landscaped Areas (1 per 100): $2,850 / 100 = 29$ Trees
Minimum Number of Trees along Business Frontage: $1,505' / 50' = 30$ Trees
Minimum Number of Trees along Abutting non-PUD Property: $1,300' / 75' = 18$ Trees
104 of the 173 Required Trees are Existing
6 of the 173 Required Trees are credited from Lot 2 of the PUD
New Trees provided: 63

- 2) No building shall be erected at any location in the PUD other than the building locations shown on the PUD Plan. On Lot 1, buildings may be located anywhere within the Building Zones indicated on the PUD Plan, but such buildings must not exceed the Building Cover allowed for Lot 1.
- 3) Access to and from the PUD onto US Hwy 87 and US Hwy 290 shall be at the locations and widths as shown on the PUD Plan per the Traffic Impact Analysis, and as approved by TxDOT and the City of Fredericksburg.
- 4) Trees shown to be saved on the PUD Plan shall not be removed without the prior written approval of the City of Fredericksburg or unless diseased or dead.
- 5) Fire hydrants shall meet N.F.P.A. and City of Fredericksburg requirements.
- 6) No use shall be allowed within the PUD other than those uses listed on the PUD Plan or on the attachment hereto entitled Permitted Uses, Exhibit "F".
- 7) Drive through facilities associated with any permitted use shall require an administrative site plan review and approval.
- 8) Building height shall not exceed 4 stories and 48 feet above the average of the highest and lowest grade adjacent to the building corners of each building segment as reflected on the PUD Plan and Building Elevations.
- 9) All utility lines within the PUD site shall be installed underground, except utility lines designated to be installed above ground by the appropriate utility companies. Except as otherwise expressly set forth herein, all utilities shall comply with the City of Fredericksburg standards and specifications.
- 10) Parking spaces shall be provided as shown on the PUD Plan. Adjustments to the configuration and arrangement of parking spaces may be approved administratively.
- 11) All City codes, ordinances and regulations shall apply to the PUD except as expressly provided to the contrary as shown on the PUD Plan or in these and other notes to the plat.
- 12) All grounds within the PUD shall be maintained as to collection of trash, debris, litter and weeds.

13) All landscaped areas shall provide curbing or other protection from vehicular encroachment.

14) The owners, tenants, and their agents, if any, shall be jointly and severally responsible for the maintenance of all landscaping provided for under this PUD. All landscaping shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse, debris and weeds. All landscaped areas shall be provided with underground or drip irrigation systems.

15) All businesses shall provide suitable trash and refuse storage areas which are designed and constructed to prevent direct view from the street or parking lot and to prevent refuse from being displaced or stored about the site or onto public right-of-way and to permit safe, easy removal of refuse by truck or hand.

16) Entry ramps and curbing is provided for by the PUD Plan and Texas Accessibility Standard specifications.

17) A landscape plan prepared by a Texas Registered Landscape Architect will be submitted for approval at time of Site Plan review. The PUD Plan shall identify locations of landscape buffers and define the tree planting requirements as follows:

- a. One (1) tree for each fifty (50) linear feet of street frontage will be provided. A two and one-half (2 ½) foot wide landscape buffer will be provided between parking areas and public streets.
- b. One (1) tree for each seventy five (75) linear feet of abutting property zoned for residential uses will be provided. One (1) tree for each one hundred twenty five (125) linear feet of abutting property zoned for commercial uses will be provided. Property lines shared between lots within this PUD shall have no tree planting or buffer requirement.
- c. One (1) tree for each one hundred (100) square feet of Parking Area Interior Landscaping Required will be provided. Parking Area Interior Landscaping provided in excess of the requirement shall not require additional trees.
- d. The Parking Area Interior Landscaping Requirement shall be ten (10) square feet for each off-street parking stall provided.
- e. Dead, diseased or declining trees removed shall have no replacement requirement. Existing trees to remain may be applied to the New Tree requirement.
- f. The Interior Landscaping at Other Vehicular Use Area requirement shall be as calculated in Section 7.920.g, except as expressly contained herein.
- g. A minimum of 50% of the tree requirement will be provided from Fredericksburg's approved species list.

18) Signs shall be allowed in the PUD as specified in the attachment hereto entitled Exhibit "E", "Permitted Signs".

19) The Contractor shall be responsible for protecting all trees which are to remain during construction per City guidelines.

- 20) Paving under existing tree driplines shall be aerated.
- 21) No exterior lighting (pole or wall mounted) shall produce intense glare, or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source/reflector so selected that acting together the light beam is controlled and not directed across any bounding property line, except as provided in paragraph 22.
- 22) Unshielded Exterior string lights shall be permitted with a maximum of 100 lumens per bulb (lamp) with no fixture maximum.
- 23) Internally and externally illuminated signs shall be permitted.
- 24) The Calculated Sign Area, Ground Sign Area Allowed, and Public Wall Sign Area Allowed shall be calculated in accordance with the attached Exhibit "E", "Permitted Signs". Internal Streetscape Sign Area Allowed and PUD Monument Sign Area Allowed are described on attached Exhibit "E", "Permitted Signs" and on the attached PUD Plan.
- 25) Continuous landscape barrier between off-street parking areas and abutting properties shall be provided in accordance with Appendix B Section 7.900, except that interior lot lines within the PUD, that is between Lots 1, 2, and 3 shall not require such barrier or tree planting.
- 26) Outdoor Sales and Mobile Food Establishments shall be permitted within the zones indicated on the PUD Plan.
- 27) Roof top equipment shall be shielded per the Entry Corridor Standards.
- 28) A 4ft Split-rail fence will be installed along public streets (US Hwy 87, US Hwy 290, Bob Moritz Dr). A 6ft Privacy fence with pedestrian and vehicular gates will be installed along Lot 2 interior lot lines. Fencing shall comply with the sight triangle requirements of Section 7.920.h.
- 29) Stabilized decomposed granite shall be a suitable paving material for off-street parking areas but shall not be used within fire lanes. Stabilized granite areas shall count 50% towards impervious cover calculations. Stabilized decomposed granite shall have permanent concrete or steel edging.
- 30) Public water and sanitary sewer utility lines shall be installed per attached PUD Plan where certain sections of lines along property frontage may be accomplished interior to the site within a public utility easement. Water and sanitary sewer utility line extensions shall only be provided as conceptually depicted on the attached PUD Plan. A Utility Master Plan will be provided at time of Site Plan review. The final utility alignments may be approved administratively and shall not require a PUD amendment.

- 31) Provided that applicant furnishes adequate signed and sealed engineering analysis to the Director of Public Works and Utilities at the time of Site Plan review process an exemption to Chapter 5 Article XIII Section 5-456(c)(1-3) will be granted.
- 32) Sidewalks within the ROW or lot lines adjoining dedicated or major Arterial Streets shall only be provided as depicted on the PUD Plan.
- 33) A covered arcade or structural canopy shall be not less than fifty (50) percent of the Primary Façade of multi-tenant commercial buildings on Lot 1.
- 34) With the exception of historic landmarks, at least 40 percent of the ground floor up to 12 feet above finish floor on the Primary Façade of commercial retail buildings that is facing a park, plaza, entry corridor or side street shall be constructed of clear windows. With the exception of historic landmarks, at least 20 percent of the ground floor up to 12 feet above finish floor on the Secondary Façade of commercial retail buildings that is facing a park, plaza, entry corridor or side street shall be constructed of clear windows.

EXHIBIT "E"

THE SEVEN HILLS RESORT AND CONFERENCE CENTER PUD PERMITTED SIGNS

_____, 2018

Signs shall be in accordance with the regulations applicable to C-2 of Chapter 29 of the City of Fredericksburg Code of Ordinances (COF COO), and as modified and amended as follows:

Lot 1 Retail and Restaurant Village

Business Frontage: 681'

Non-PUD Abutting Property Frontage: 579'

Ground Signs allowed: 5

Calculated Sign Area: 400 sq. ft.

$$681' / 125' = 5 \text{ signs}$$

$$5 \times 80 = 400 \text{ sq. ft.}$$

Building Frontage: 275'

Ground Sign Area Allowed: 200 sq. ft.

Public Wall Sign Area Allowed: 200 sq. ft.

Internal Streetscape Sign Area Allowed: 1,100 sq. ft.

PUD Monument Sign Area Allowed: 150 sq. ft.

Lot 2 Klingelhoef and Sunday Houses

Business Frontage: 235'

Non-PUD Abutting Property Frontage: 0'

Ground Signs allowed: 1

Calculated Sign Area: 80 sq. ft.

$$235' / 125' = 1 \text{ sign}$$

$$1 \times 80 = 80 \text{ sq. ft.}$$

Building Frontage: 134'

Ground Sign Area Allowed: 50 sq. ft.

Public Wall Sign Area Allowed: 30 sq. ft.

Internal Streetscape Sign Area Allowed: 0

PUD Monument Sign Area Allowed: 0

Lot 3 Resort and Conference Center

Business Frontage: 1,239'

Non-PUD Abutting Property Frontage: 1,300'

Ground Signs allowed: 9

Calculated Sign Area: 720 sq. ft.

$$1,239' / 125' = 9 \text{ signs}$$

9 x 80 sf = 720 sq. ft.
Building Frontage: 514'
Ground Sign Area Allowed: 400 sq. ft.
Public Wall Sign Area Allowed: 320 sq. ft.
Internal Streetscape Sign Area Allowed: 80 sq. ft.
PUD Monument Sign Area Allowed: 150 sq. ft.

General

1. Off premises signs shall not be prohibited within the PUD. For example, a sign for a business on Lot 3 may physically exist on Lot 1 or Lot 2.
2. The provisions of COF COO Chapter 29 Section 29-7 (6) for integrated businesses shall apply to the PUD.
3. The Calculated Sign Area shall be eighty (80) square feet for each one hundred twenty five (125) linear feet of Business Frontage.
4. PUD Monument Signs serving the unified development shall be expressly allowed as described above.
5. Internal Streetscape Signs for individual businesses shall be expressly allowed as described above.
6. Changeable lighted message signs adjacent to public streets are prohibited. However, a changeable lighted message sign is allowed on Directional Signs on Lot 3. Changeable lighted message signs includes monochrome and full-color with text, graphics, and/or animation capability.
7. *Banners/Temporary* signs shall be in accordance with the regulations of the COF COO Chapter 29-7 Section (3)b for C-2 zoning district. Provided, however, Street Banners are allowed above the private driveways on Lot 1, but not adjacent to public streets or highways.

Exclusive Signs:

1. *PUD Monument* signs shall be permanent single-face, illuminated ground sign consisting of individual lettering on stone or masonry background. PUD Monument sign(s) shall not exceed one hundred fifty (150) square feet in area each and not exceed five (5) feet in height above adjacent grade. The PUD Monument Sign Area Allowed is in addition to, and shall not be calculated within, the Ground Sign Area Allowed for each Lot.
2. *Internal Streetscape Signs* shall be any permanent Building Sign, as defined herein, existing on the Primary Façade of buildings on Lot 1 Retail and Restaurant Village only. Internal Streetscape Signs shall not exceed one (1) square foot for each one (1) linear foot of building frontage along the Primary Façade for each individual business or lease space. Internal Streetscape Signs may not be illuminated except during the Retail and Restaurant Village posted hours of operation. The Internal Streetscape Sign Area Allowed is in addition to, and shall not be calculated within, the Public Wall Sign Area Allowed for each Lot.

Ground Signs:

1. *Monument* signs shall be permanent single or double-face, illuminated ground sign consisting individual lettering on stone or masonry background not exceed fifty (50) square feet in area and not exceed five (5) feet in height above adjacent grade. Sign area calculated in accordance with a single-face sign.
2. *Directional* signs shall be permanent single or double-face, illuminated ground sign with stone or masonry background providing wayfinding for general site amenities and proprietary businesses not exceeding one hundred fifty (150) square feet in total and five (5) feet in height above adjacent grade. Directional signs may be comprised of stylistically consistent individual plaques on stone or masonry background, individual channel lettering, and changeable message sign, or some combination thereof.
3. *Unattached* signs (also *Portable* or *Sandwich* or *Chalkboard* or *A-frame* signs) shall be allowed on Lot 1 only and limited to six (6) square feet per individual lease space.
4. Flags and flagpoles (freestanding and building) shall not be limited. Flags or flagpoles may be externally illuminated provided that the light source is shielded from view from adjacent properties.
5. *Snipe* Signs are prohibited.
6. *Feather Flags* are prohibited.

Building Signs:

1. *Wall* signs shall be permanent single-face, illuminated or non-illuminated individual lettering, cabinet, plaque, or medallion not exceeding eighty (80) square feet each. Wall signs shall be limited to one and one-half (1 ½) feet in height, and may not extend greater than one and one-half (1 ½) feet from the face of the building with no maximum elevation above grade.
2. *Canopy* signs shall be permanent illuminated or non-illuminated individual lettering, plaque, medallion or other insignia mounted above, below, or to the face of the fascia of the canopy.
3. *Projecting* signs shall be permanent double-face, illuminated or non-illuminated cabinet, plaque, medallion or other insignia mounted below the canopy or to the building façade. The face of a Projecting sign shall oriented to be perpendicular to the building façade. No portion of a Projecting Sign may exist below seven (7) feet above finish floor.
4. Medallion signs shall be in accordance with the regulations of COF COO Chapter 29-7 Section (3) for C-2 zoning district.
5. Roof signs are prohibited.

EXHIBIT "F"

PERMITTED USES

The following uses are permitted and shall have the definitions provided in the Fredericksburg Code of Ordinances existing at the time of the adoption of this Ordinance, as supplemented by the additional uses provided in this Exhibit "F".

Commercial Use:

Administrative and Business Offices

Arts and Crafts

Business Support Services

Cocktail Lounge

Commercial Off-Street Parking

Commercial Recreation, including (1) Indoor Sports and Recreation, (2) Outdoor Sports and Recreation, (3) Indoor Entertainment, and (4) Outdoor Entertainment. In addition, Permitted Uses shall include (i) conventions, (ii) conferences, (iii) trade shows, car shows and the like, (iv) public or private events including weddings, (v) food and wine festivals, (vi) music festivals, (vii) movie festivals, (viii) art festivals, and (ix) personal transportation rentals, both electric and non-electric.

Consumer Convenience Services

Drive Through Facilities limited to Coffee Shops and Financial Services

Financial Services

Food Sales

In addition, Permitted Uses shall include farmer's markets or other temporary or recurring markets primarily engaged in the sale of food for home consumption or household products.

General Retail Sales

Hotel-Motel

Laundry Services

Liquor Sales

Medical Offices

Personal Improvement Services

Personal Services, including spas and other similar services.

Pet Services

Professional Office

Restaurant

In addition, Permitted Uses shall include Mobile Food Establishments, food carts, and other similar mobile businesses primarily engaged in the retail sale of food and beverages.

Shopping Center or Mall

Veterinary Services

Civic Use:

Administrative Services
Club or Lodge
Community Recreation
Cultural Services
Day Care Services
Hospital Services (limited)
Local Utility Services
Major Utility Facilities
Postal Facilities
Religious Assembly

Residential Use:

Condominium Residential

In addition, Permitted Uses shall include live/work spaces.

Short-term Rentals
Bed and Breakfast

Industrial Use:

Light Manufacturing, but expressly prohibiting sheet metal shop, welding shop and machine shop.

In addition, Permitted Uses shall include winery, brewery, distilleries and other alcohol manufacturing. A business engaged primarily in Light Manufacturing shall also be permitted to have a tasting room and engage in the retail sale of alcoholic beverages manufactured by the business, for consumption on the premises. To the extent not covered by Food Sales or General Retail Sales, the preparation and on-site sale of agricultural products including, but not limited to olive oil and olive related products; cheeses and soaps.

Custom Manufacturing



CITY COUNCIL MEMO

DATE: August 28, 2018

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Convention and Visitor's Bureau (CVB) 2019 Budget

Summary:

The proposed 2019 CVB Budget is being presented for your review and approval.

Recommendation:

It is recommended that the CVB Budget be approved. The CVB continues to do an excellent job promoting the Fredericksburg area and operating the Visitor's Center.

Background / Analysis:

As a recipient of HOT funds from the City, the CVB is required to present their proposed Budget to the City Council for approval. Each Council member previously received a copy of the proposed Budget. As previously discussed, the HOT contribution from the City is proposed to remain at its current level in 2019 (\$2,330,000).

Attachments:

The City of Fredericksburg

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


Department Approval


City Manager Approval

The City of Fredericksburg

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



CITY COUNCIL MEMO

DATE: August 28, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Gillespie Central Appraisal District Budget

Summary:

The proposed 2019 Gillespie Central Appraisal District (CAD) Budget is being presented for the City Council's review and approval.

Recommendation:

It is recommended that the attached CAD Budget be approved. The Appraisal District continues to do an excellent job both in terms of their property appraisals and their tax collections.

Background / Analysis:

The budget for the Gillespie Central Appraisal District was recently approved by their Board of Directors. It is now being presented to local taxing entities for consideration. Although these entities are not required to vote on the proposed Budget, it is recommended that you take action to either accept or approve their budget.

As shown in their budget, their budget for appraisal services will increase about 5.81% next year. The City of Fredericksburg's portion of this budget will be \$71,146 based upon last year's tax rate. Their proposed budget for tax collection services will increase by 1.91%. Our allocation of these costs will be \$31,809. All of these costs are currently included in the City's proposed 2019 Budget.

The City of Fredericksburg

Attachments:

Letter and Proposed CAD Budgets
Resolution Approving Budgets


Department Approval


City Manager Approval

The City of Fredericksburg

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



GILLESPIE CENTRAL APPRAISAL DISTRICT

1159 S. Milam St.
Fredericksburg, TX 78624
(830) 997-9807

August 22, 2018

Mr. Kent Myers
City of Fredericksburg
126 West Main Street
Fredericksburg, TX 78624

RE: 2018 Gillespie CAD Approved Budgets and 2019-2020 Reappraisal Plan

Dear Mr. Myers,

The Gillespie Central Appraisal District Board of Directors met in regular session on August 21, 2018 and approved the enclosed 2019 budgets. The total approved appraisal budget amount is \$1,071,759, which is an increase of 5.81% from the 2018 budget. The total approved tax collections budget is \$290,412, which is an increase of 1.91% from the 2018 budget. Within the next 30 days your entity can, by resolution, vote to approve or disapprove each of these budgets or take no action on these budgets. Unless a majority of the voting entities disapprove the budgets by the deadline of September 22, 2018 they will go into effect for 2019. I do request that you notify me of the meeting that includes our budgets on the agenda so I may attend the meeting.

This packet also includes the 2019-2020 Reappraisal Plan for Gillespie CAD. This plan provides our board of directors, the taxing units, and the public with a better understanding of the district's responsibilities and activities.

As always, if you should have any questions or wish that I and/or a member of our board attend any of your entity meetings then please do not hesitate to contact me.

Sincerely,

Scott Fair, RPA
Chief Appraiser
chief@gillcad.org

**2019 Approved Appraisal and Collections Budgets
Gillespie Central Appraisal District
1159 S Milam St
Fredericksburg, TX 78624
(830) 997-9807**

Gillespie Central Appraisal District

Board Members

Tim Dooley, Chairman
James McAfee, Vice Chairman
Tony Klein, Secretary
Don Davis
Nicole Bartel

Chief Appraiser

Scott Fair, RPA

Draft presented to the Gillespie CAD Board of Directors on May 15, 2018
Proposed budget submitted to the Gillespie CAD Board of Directors on June 12, 2018
Proposed budget submitted to the Taxing Entities on June 14, 2018
Amended proposed budget submitted to voting Taxing Entities on August 7, 2018
Public Hearing to held on August 21, 2018
Approved by the Gillespie CAD Board of Directors on August 21, 2018



This packet includes two separate and distinct budgets and a detail of all employee positions and their compensation. This is provided to the taxing units and the public for their information and to promote transparency in the appraisal district appraisal and property tax collection operations.

The Appraisal budget includes all appraisal functions and the Appraisal budget costs are allocated to all taxing units. The proposed Appraisal budget was prepared and submitted to the Gillespie Central Appraisal District board of directors and all taxing entities participating in the district in accordance with the Texas Property Tax Code. The appraisal budget was subject to a public hearing on August 21, 2018. The Gillespie Central Appraisal District Board of Directors approved the budget on August 21, 2018. **The voting taxing units have 30 days to approve, deny or take no action.** The approved budget will go into effect on January 1, 2018 unless it is disapproved by a majority of the voting taxing units.

The Tax Collections budget is provided for information for the Gillespie Central Appraisal District board of directors and all taxing units. The Tax Collections budget is not subject to the public hearing. The Gillespie CAD Board of Directors approved the Tax Collections Budget on August 21, 2018. The voting tax units have 30 days to approve, deny or take no action. The approved Tax Collections budget will go into effect on February 1, 2018 unless disapproved by a majority of the voting taxing units. The collections costs will be allocated to those entities which have contractual agreements with Gillespie Central Appraisal District to provide collection services.

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Gillespie Central Appraisal District

2019 PROPOSED APPRAISAL DISTRICT BUDGET

	2018	2019		
	Appraisal Services	Appraisal Services	\$ Difference	% Difference
PAYROLL				
Payroll - 10.75 Positions	\$ 505,050	\$ 522,750	\$ 17,700	3.50%
Payroll Benefits - Insurance	\$ 110,570	\$ 110,570	\$ -	0.00%
Payroll Benefits - Retirement	\$ 51,570	\$ 53,373	\$ 1,803	3.50%
Payroll Benefits - Disability Insurance	\$ 3,130	\$ 3,241	\$ 111	3.55%
Medicare	\$ 7,320	\$ 7,580	\$ 260	3.55%
Workforce Commission	\$ 1,935	\$ 1,935	\$ -	0.00%
TOTAL PAYROLL	\$ 679,575	\$ 699,449	\$ 19,874	2.92%
OPERATIONS				
Appraisal Operations				
Appraisal Guides & Tools	\$ 3,500	\$ 3,500	\$ -	0.00%
Industrial Appraisal Services	\$ 20,000	\$ 20,000	\$ -	0.00%
Computer - Maint Online Protest	\$ 3,975	\$ 4,130	\$ 155	3.90%
Computer - Software Maintenance	\$ 31,800	\$ 33,005	\$ 1,205	3.79%
Computer - PACS Map	\$ 4,425	\$ 4,600	\$ 175	3.95%
Computer - Off-site Backup	\$ 1,800	\$ 900	\$ (900)	-50.00%
Mapping - Pictometry and Changefindr	\$ 33,825	\$ 33,800	\$ (25)	-0.07%
Mapping - GIS Services	\$ 20,800	\$ 20,800	\$ -	0.00%
Mapping - Other	\$ 3,000	\$ 1,000	\$ (2,000)	-66.67%
Appraisal Review Board Operations				
Appraisal Review Board	\$ 9,500	\$ 12,500	\$ 3,000	31.58%
Appraisal Review Board Legal	\$ 1,000	\$ 2,000	\$ 1,000	100.00%
Legal and Appeals				
Legal Expense	\$ 30,000	\$ 45,000	\$ 15,000	50.00%
Binding Arbitration	\$ 1,500	\$ 3,000	\$ 1,500	100.00%
Office Operations				
Auto Expense	\$ 11,000	\$ 11,000	\$ -	0.00%
Auto Purchase Reserve Fund	\$ -	\$ 12,500	\$ 12,500	100.00%
Communication Equipment	\$ 1,500	\$ 2,850	\$ 1,350	90.00%
Computer - IT Maintenance and Protection	\$ -	\$ 5,100	\$ 5,100	100.00%
Education and Travel	\$ 10,000	\$ 11,000	\$ 1,000	10.00%
Equipment Lease	\$ 7,700	\$ 7,700	\$ -	0.00%
Equipment Purchase	\$ 6,000	\$ 6,000	\$ -	0.00%
Financial Audit	\$ 5,000	\$ 5,000	\$ -	0.00%
Liability & Board Insurance	\$ 6,300	\$ 6,000	\$ (300)	-4.76%
Mileage - Chief Appraiser	\$ 8,125	\$ 8,125	\$ -	0.00%
Miscellaneous and Software	\$ 1,500	\$ 1,500	\$ -	0.00%
Office Supplies	\$ 9,000	\$ 9,500	\$ 500	5.56%
Postage	\$ 18,000	\$ 18,000	\$ -	0.00%
Printing and Publications	\$ 11,000	\$ 11,000	\$ -	0.00%
Registration and Dues	\$ 2,200	\$ 2,450	\$ 250	11.36%
Office Building				
Rent	\$ 54,000	\$ 54,000	\$ -	0.00%
Janitorial Supplies and Service	\$ 5,400	\$ 5,400	\$ -	0.00%
Maintenance and Security	\$ 3,600	\$ 4,950	\$ 1,350	37.50%
Utilities and Waste Disposal	\$ 7,875	\$ 6,000	\$ (1,875)	-23.81%
TOTAL OPERATIONS	\$ 333,325	\$ 372,310	\$ 38,985	11.70%
TOTAL BUDGET	\$ 1,012,900	\$ 1,071,759	\$ 58,859	5.81%

Appraisal Budget Narrative

Payroll

Appraisal Salaries and Positions:

The 2019 budget for appraisal salaries is an increase of \$17,700 or 3.50% over the 2018 budget.

Retaining well qualified employees is a top priority of the Chief Appraiser and Board of Directors. The Gillespie Central Appraisal District currently (GCAD) has five employees that have met the requirements and maintain the Registered Professional Appraiser (RPA) designation. The RPA designation is an intensive five- year education and experience program administered by the Texas Department of Licensing and Registration. Registration with the TDLR and completion of the RPA designation is **required** by the State of Texas for all appraisal district appraisers. Additionally, the district has three appraisers working towards the RPA designation. In an effort to retain employees and remain competitive with the market, an increase on this line is requested.

Summary of Proposed 2019 Employee Salary and Benefits [#]			
Position	2018 Salary	2019 Salary Range	Vehicle Allowance
Chief Appraiser *	\$61,800	\$61,800 - \$63,963	\$8,125
Deputy Chief Appraiser	\$66,500	\$67,165 - \$70,490	
Office Manager	\$49,700	\$50,197 - \$53,676	
Appraiser IV Commercial	\$52,500	\$53,025 - \$54,075	
Appraiser IV AG	\$52,500	\$53,025 - \$54,075	
Appraiser BPP	\$34,500	\$34,845 - \$35,880	
Appraiser	\$36,550	\$36,916 - \$38,378	
Appraiser	\$35,000	\$35,350 - \$36,400	
Deed Abstractor	\$39,450	\$39,845 - \$41,817	
Data Entry	\$37,450	\$37,825 - \$38,948	
Reception	\$37,200	\$37,572 - \$38,688	

*A portion of the Chief Appraiser salary and benefits is paid from the collections budget.

[#] Each employee receives medical and dental insurance at a cost of approximately \$845 monthly. Each employee is covered by long term disability insurance at an average cost of approximately \$25 monthly. Each employee contributes part of their salary to retirement and the district contributes 10.21% of the employee's salary.

Employee Medical Insurance:

Gillespie CAD provides health and dental insurance to its employees through the Texas Association of Counties. This line item remains the same as 2018.

Employer's Retirement:

Gillespie CAD participates in the Texas County and District Retirement System (TCDRS). All employees are required to participate in this retirement plan. The employee's contribution portion is 7% of their salary with GCAD matching at 10.21%. The district does not participate in Social Security and has no other retirement plan. The district's contribution of 10.21% of the salaries equates to \$53,373 for 2019. This is an increase of \$1,803 over 2018.

Employer Disability Insurance:

Due to the district opting out of social security decades ago the employees do not have access to social security disability if they were to become disabled. In 2016 GCAD added long term disability insurance for its employees. The premium for this insurance is based on a percentage of employee wages. This line item has increase \$111 for 2019. The 2019 budgeted amount is \$3,241.

Employer Medicare:

Gillespie CAD is responsible for the Medicare tax on each of the employee's wages. The \$7,580 amount for 2019 is slightly above the 2018 amount (\$7,320).

Unemployment Insurance:

Gillespie CAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of the employee's annual salary. Gillespie CAD is grouped with other small government agencies and will be rerated for 2019. This tax fluctuates greatly without any action or cause from GCAD. The amount remains the same as 2018.

Appraisal Operations

Appraisal Guides:

Gillespie CAD purchases and subscribes to several appraisal guides for residential real estate, commercial real estate, and business vehicles. The district also subscribes to several appraisal guides for complex properties such as hotels and apartments. This amount remains the same as 2018.

Industrial Appraisal Services

Gillespie CAD contracts for the appraisals on utilities, minerals, pipelines, and industrial properties with an industrial appraisal firm. The appraisal of these complex properties in-house is difficult for small appraisal districts such as ours. The amount budgeted for 2019 remains the same as 2018.

Computer – Online Protest:

The Property Tax Code requires appraisal districts to have an option to receive property protests via the internet for certain properties. Gillespie CAD contracts with our software vendor to maintain our online protest system. The maintenance contract cost increased for 2019 to \$4,130. This is a slight increase (\$155) over 2018.

Computer – Software Maintenance:

The district computer system program is currently contracted through Harris Govern; this line item includes support and licensing fees for the use of the PACS computer system. The appraisal software maintenance amount will increase for 2019 to \$33,005. This is a \$1,205 increase over 2018.

Computer – PACS Map:

This integrated mapping system is used by the district to provide electronic maps to employees and the public website. This software is viewing and analyzing software and not parcel creation software. This line item covers the cost for maintenance of licenses for 2019. The amount for 2019 is \$4,600, an increase of \$175 from 2018.

Computer – Off-site Backup:

Gillespie CAD backs up all of its appraisal and tax collections data and stores it both on-site and off-site. The cost for off-site backups for 2019 will be \$1,800, split evenly between the appraisal and tax collections budgets.

Mapping:

The district is the central custodian of maps for abstracts, roads, subdivisions, precincts, school district boundaries, and property ownership. This item includes expenses for data, hardware, and software upgrades and maintenance. This topic is broken into three items to better describe the expenses. These are Pictometry and Pictometry ChangeFinder, General Maintenance/Other, and Parcel Mapping.

Mapping – Pictometry and ChangeFinder

To continue using the Pictometry and ChangeFinder systems GCAD will need to enter into a six-year contract with Pictometry starting in 2019. The contract will lock in costs and will include new aerial photography in 2019 and 2022. This photography includes oblique (side-angle) imagery. This photography is very useful in locating new structures and also in measuring structures located behind locked gates and difficult properties.

Requirements from the Texas Comptroller's Property Tax Division state that every property must be physically inspected every three years. The CAD is not in compliance with every property being physically inspected every three years. In order for the district to physically do that it would require the hiring additional field appraisers. The Comptroller accepts a technology called ChangeFinder that works in conjunction with the CAD's Pictometry imagery. This technology compares new photography with older photography and "finds" all new structures and additions to or deletions of structures from previous imagery. This product brings GCAD into compliance at a substantial discount to hiring and training additional employees.

The expense for 2019 is \$33,800, which is a minor decrease from 2018, and will be the first installment of a three-year payout of the 2019 flight purchase.

Mapping – GIS Services

Parcel mapping is a specialized function and not a full-time position for the district; however, it is a function required by the Texas Property Tax Code. To save money the district contracted out this service beginning in 2017. The annual cost for contracting is far less than the cost of an employee. The amount for 2019 is \$20,800, the same amount as 2018.

Mapping –Other

The district maintains several copies of map creation software and related hardware. The district is still responsible for creating the county road layer and needs this software license to complete this. The 2019 amount for mapping maintenance has been reduced to \$1,000. This is a \$2,000 reduction from 2018.

Appraisal Review Board

Appraisal Review Board:

Gillespie CAD is responsible for the Appraisal Review Board members' stipend. This reimbursement covers the member's time, travel, and other related costs of serving on the board. This stipend is based on the rate of \$100 per day and \$75 per half day. Costs exceeded budgeted amounts in 2017 and 2018; therefore, an increase of \$3,000 is needed for 2019. The amount of \$12,500 would cover the cost of ARB annual training and 20 days of ARB meetings.

Appraisal Review Board Legal:

Property tax law requires that the Appraisal Review Board have its own legal counsel independent of the appraisal district council. The ARB has retained council and will be utilizing this resource more in the future. The budgeted amount is \$2,000, which is double the amount from 2018.

Legal and Litigation

Legal Expense:

The district retains a law firm for legal services. The district has pending lawsuits that have been filed by property owners concerning property values and/or the denial of certain special valuations. Although the district regrets the litigation, it is an expected expense, especially with today's property tax climate. Litigation expenses are rising as more suits are being filed. The district spent over \$50,000 in legal expenses in 2017 and is on track to spend a similar amount in 2018. The district is budgeting \$45,000 for 2019. This is a \$15,000 increase over 2018.

Binding Arbitration:

Binding Arbitration is an option for appealing Appraisal Review Board decisions, in lieu of proceeding to District Court. The property owner is required to place up to a \$1,550 deposit with the Texas Comptroller of Public Accounts. An arbitrator will be assigned and a hearing between the district and the taxpayer will result. If the value decided by the arbitrator is closer to the taxpayer's predetermined value, the taxpayer is refunded the deposit minus \$50 and the district is required to pay the arbitration fee. This form of appeal is increasing in popularity. The district had six arbitrations filed in 2017 (up from an average of less than one per year) and paid for two of them. With this increase in activity the district has doubled the line item to \$3,000 for 2019.

Office Operations

Automobile Expense:

The district owns five vehicles and these vehicles are utilized for property inspections, education requirements, and other functions. Expenses include fuel, maintenance, tires, and mileage reimbursement. Mileage reimbursement is utilized in the rare occasion when an employee utilizes their personal vehicle for appraisal related functions. Mileage will be calculated using the most current IRS schedule. The \$11,000 remains the same as the 2018 budget amount.

Automobile Purchase Reserve Fund:

The district has a fleet of five vehicles. The years of manufacture of the vehicles are 2004, 2005, 2010, 2015, and 2017. The vehicles are retained for many years, but the district does need to have a schedule

and fund for updating vehicles. No vehicle purchase is planned for 2019; however, the district would like to institute a reserve fund to periodically replace vehicles. The budgeted amount for 2019 is \$12,500.

Communication Equipment:

This covers the cost of telephone long distance and data services. The phone system and internet service for the district is included in the monthly rent, but the district pays for its long distance and data services. The district over spent this budget item in 2018 and is budgeting an increase of \$1,350 for 2019. The budget for 2019 is \$2,850.

Computer IT Maintenance:

Computer security and maintenance of the computers and network is complex. No one employed by the district has the knowledge to adequately protect, maintain and fix computers. This budget item will allow the district to hire a competent company to monitor and maintain security and maintain or fix computer systems. This is a new budget item for 2019 and \$5,100 is budgeted to cover the cost.

Education and Travel:

According to the Property Tax Code, Section 5.04, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees, and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or approved by the Comptroller's Property Tax Division. Appraisers are required to obtain their Registered Professional Appraiser designation. Those appraisers who have attained the designation must complete continuing education on a two-year cycle. This line item is used for education of appraisers working towards the Registered Professional Appraiser designation and continuing education for other appraisers and employees. The budget amount of \$11,000 is a \$,1000 increase over 2018.

Equipment Leases:

The district leases two copy machines and a postage meter machine. The amount budgeted for 2019 remains at the 2018 amount of \$7,700.

Equipment Purchase:

This item includes the maintenance and purchase of PC computers, peripherals, plotters, hardware and networks. This line item remains the same as 2018.

Financial Audit:

Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The amount for 2019 remains the same as 2018.

Liability and Board Insurance:

This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance. This insurance is through the Texas Municipal League Intergovernmental Risk Pool (TML). The 2019 amount of \$6,000 is a \$300 decrease from 2018.

Mileage – Chief Appraiser Car Allowance:

Gillespie CAD provides the Chief Appraiser with a monthly car allowance. This item remains the same as it has since 2007 at \$8,125.

Miscellaneous/Software:

This item includes the purchase of software, software maintenance agreements and other miscellaneous expenses. This line item amount remains the same as 2018.

Office Supplies:

This line item includes all miscellaneous office supplies used in the appraisal office. These items include paper, writing utensils, batteries, toner cartridges, and other supplies, as well as small equipment items such as digital cameras, printers and scanners. The amount budgeted for 2019 is \$9,500, a \$500 increase from 2018.

Postage:

This includes all postage for the CAD for letters, notices, ARB letters, exemptions and renditions. The amount requested for 2019 remains the same as 2018.

Printing and Publications:

This line item includes required newspaper advertisements, newspaper notices, and printing of Notices of Appraised Value and personal property renditions. This item remains the same as 2018.

Registration and Dues:

This line item is devoted to the registration of the district and employees with the state agency and trade organizations. The registration with the Texas Department of Licensing and Registration is required by law. Affiliation with the Texas Association of Assessing Officers and the Texas Association of Appraisal Districts allows GCAD to enroll in state classes for reduced tuition and keeps the district informed of industry issues. The budgeted amount for 2019 has been increased by \$250 to \$2,450.

Office Building

Rent:

The district leases office space from Fredericksburg ISD. The monthly rent for the office is \$6000, allocated between the appraisal and collections budgets. The appraisal portion is \$54,000 for 2019.

Janitorial Supplies and Service:

Gillespie CAD hires a custodial service for the office. The budget remains the same as 2018.

Maintenance and Security:

The district is responsible for maintenance of the interior of the office. Maintenance costs will be allocated between appraisal and collections budgets. The district had security cameras and security alarms installed in 2018. The security alarms are monitored and maintained by ADT Security. The alarms consist of panic buttons for during office hours and motion detectors when the office is closed. This is a new budget item for 2019. The total for maintenance and security for 2019 is \$4,950, which is \$1,350 above 2018.

Office – Utilities and Waste Disposal:

Office utilities include electricity, water, sewer and garbage service. After reviewing the costs for these services for the first year for this office building this budget item is being reduced to \$6,000 for 2019. This is an \$1,875 decrease from 2018.

2019 Estimated Appraisal Budget Allocations

The following chart is an estimate of the allocation costs for the taxing units for 2019. Actual allocation costs will be calculated after 2018 levies are created.

2019 ESTIMATED APPRAISAL BUDGET ALLOCATIONS			
Entity	2018 Estimated Levy*	2019 Estimated % Allocation	2019 Estimated Allocation
GILLESPIE COUNTY	\$16,679,615.91	25.0349%	\$268,313.96
CITY OF FREDERICKSBURG	\$4,422,778.81	6.6383%	\$71,146.32
HILL COUNTRY UWCD	\$326,730.84	0.4904%	\$5,255.90
GILLESPIE WCID	\$9,203.69	0.0138%	\$148.05
STONEWALL WCID	\$112,985.87	0.1696%	\$1,817.53
DOSS CCSD	\$42,455.34	0.0637%	\$682.95
HARPER ISD	\$3,621,222.17	5.4352%	\$58,252.21
FREDERICKSBURG ISD	\$41,410,420.15	62.1541%	\$666,142.07
TOTAL LEVY	\$66,625,412.78	100.0000%	\$1,071,759.00

*Based on 2018 certified totals and 2017 tax rates

Gillespie Central Appraisal District

2019 PROPOSED TAX COLLECTIONS BUDGET

	2018	2019		
	Collections Services	Collections Services	\$ Difference	% Difference
PAYROLL				
Payroll - 3.25 Positions	\$ 136,075	\$ 138,800	\$ 2,725	2.00%
Payroll Benefits - Insurance	\$ 33,430	\$ 33,430	\$ -	0.00%
Payroll Benefits - Retirement	\$ 13,890	\$ 14,171	\$ 281	2.02%
Payroll Benefits - Disability Insurance	\$ 840	\$ 861	\$ 21	2.50%
Medicare	\$ 1,970	\$ 2,010	\$ 40	2.03%
Workforce Commission	\$ 590	\$ 585	\$ (5)	-0.85%
TOTAL PAYROLL	\$ 186,795	\$ 189,857	\$ 3,062	1.64%
OPERATIONS				
Tax Collections Operations				
Tax Collections Guides and Tools	\$ -	\$ 300	\$ 300	100.00%
Computer - Software Maintenance	\$ 25,845	\$ 26,205	\$ 360	1.39%
Computer - Off-site Backup	\$ -	\$ 900	\$ 900	100.00%
Office Operations				
Automotive Expense	\$ 1,600	\$ 1,600	\$ -	0.00%
Bank Fees	\$ 1,000	\$ 500	\$ (500)	-50.00%
Communication Equipment	\$ 300	\$ 100	\$ (200)	-66.67%
Computer - IT Maintenance and Protection	\$ -	\$ 2,100	\$ 2,100	100.00%
Education and Travel	\$ 6,000	\$ 6,000	\$ -	0.00%
Equipment Leased	\$ 3,400	\$ 3,000	\$ (400)	-11.76%
Equipment Purchase	\$ 1,000	\$ 1,000	\$ -	0.00%
Financial Audit	\$ 5,000	\$ 5,000	\$ -	0.00%
Legal Expense	\$ 1,200	\$ 1,200	\$ -	0.00%
Liability & Board Insurance	\$ 2,800	\$ 2,800	\$ -	0.00%
Miscellaneous and Software	\$ 500	\$ 500	\$ -	0.00%
Office Supplies	\$ 2,500	\$ 2,500	\$ -	0.00%
Postage	\$ 14,500	\$ 14,500	\$ -	0.00%
Printing and Publications	\$ 8,500	\$ 8,500	\$ -	0.00%
Registration and Dues	\$ 400	\$ 400	\$ -	0.00%
Office Building				
Rent	\$ 18,000	\$ 18,000	\$ -	0.00%
Janitorial Supplies and Service	\$ 1,800	\$ 1,800	\$ -	0.00%
Maintenance and Security	\$ 1,200	\$ 1,650	\$ 450	37.50%
Utilities and Waste	\$ 2,625	\$ 2,000	\$ (625)	-23.81%
TOTAL OPERATIONS	\$ 98,170	\$ 100,555	\$ 2,385	2.43%
TOTAL BUDGET	\$ 284,965	\$ 290,412	\$ 5,447	1.91%

Tax Collections Budget Narrative

Payroll

Tax Collections Salaries and Positions:

The 2019 budget for tax collection salaries is an increase of \$2,725 over the 2018 budget. Retaining well qualified employees is a top priority of the Chief Appraiser and Board of Directors. In an effort to retain employees and remain competitive with the market, an increase on this line is requested.

Summary of Proposed 2019 Employee Salary and Benefits [#]		
Position	2018 Salary	2019 Salary Range
Chief Appraiser **	\$20,600	\$20,600 - \$21,321
Collections Manager *	\$53,550	\$54,086 - \$55,692
Tax Clerk	\$30,500	\$30,805 - \$32,330
Tax Clerk	\$29,000	\$29,290 - \$30,160

* Indicates registered with Texas Department of Licensing and Registration as Assessor/Collector and working towards Registered Texas Assessor/Collector designation.

* Additional salary paid out of the appraisal budget.

[#] Each employee receives medical and dental insurance at a cost of approximately \$845 monthly. Each employee is covered by long term disability insurance at an average cost of approximately \$25 monthly. Each employee contributes part of their salary to retirement and the district contributes 10.21% of the employee's salary.

Employee Medical Insurance:

Gillespie CAD provides health and dental insurance to its employees through the Texas Association of Counties. This line item remains the same as 2018 at \$33,430.

Employer's Retirement:

Gillespie CAD participates in the Texas County and District Retirement System (TCDRS). All employees are required to participate in this retirement plan. The employee's contribution portion is 7% of their salary with GCAD matching at 10.21%. The district does not participate in Social Security and has no other retirement plan. The district's contribution of 10.21% of the salaries is \$14,171 for 2019. This is an increase of \$281 over 2018.

Employer Disability Insurance:

Due to the district opting out of social security decades ago the employees do not have access to social security disability if they were to become disabled. In 2016 GCAD added long term disability insurance to its employees. The premium for this insurance is based on a percentage of employee wages. This line item has increase \$21 for 2019. The 2019 budgeted amount is \$861.

Employer Medicare:

Gillespie CAD is responsible for the Medicare tax on each of the employee's wages. The \$2,010 amount for 2019 is slightly above the 2018 amount (\$1,970).

Unemployment Insurance:

Gillespie CAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of the employee's annual salary. Gillespie CAD is grouped with other small government agencies and will be rerated for 2019. This tax fluctuates greatly without any action or cause from GCAD. The \$585 amount is \$5 less than 2018.

Tax Collections Operations

Tax Collections Guides and Tools:

Gillespie CAD subscribes to a service to find current contact information on taxpayers. This service is critical for finding good mailing addresses for taxpayers when mail parcels are returned to our office as undeliverable. This service cost is allocated between the appraisal and tax collections budgets. The cost for collections for 2019 is \$300.

Computer – Software Maintenance:

The GCAD computer system program is currently contracted through Harris Govern; this line item includes support and licensing fees for the use of the PACS computer system. The tax collections software maintenance agreement increased 1.39% for 2019 to \$26,205.

Computer – Off-site Backup:

Gillespie CAD backs up all of its appraisal and tax collections data and stores it both on-site and off-site. The cost for off-site backups for 2019 will be \$1,800, split evenly between the appraisal and tax collections budgets.

Office Operations

Automotive Expense:

Gillespie CAD utilizes one of its vehicles for tax collections related work. The vehicle is used to take deposits to the bank, transport employees for educational meetings or classes, and miscellaneous errands. Expenses include fuel, maintenance, repair, tires, and mileage reimbursement. Mileage reimbursement is utilized in the rare occasion when an employee uses their personal vehicle for tax collections related functions. Mileage will be calculated using the most current IRS schedule. The \$1,600 budgeted for 2019 remains the same as 2018.

Bank Fees:

This line item is for fees assessed by the bank, so that all deposited tax money is distributed to the taxing entities. This budget item has been reduced 50% to \$500 for 2019.

Communication Equipment:

Phone service is included in the base monthly rent. The district pays for telephone long distance service. This item has been reduced to \$100 for 2019, a reduction of \$200.

Computer IT Maintenance and Protection:

Computer security and maintenance of the computers and network is complex. No one employed by the district has the knowledge to adequately protect and fix computers. This budget item will allow the district to hire a competent company to monitor and maintain security and maintain or fix computer

systems. This is a new budget item for 2019 and \$2,100 is budgeted to cover the cost.

Education and Travel:

According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or approved by the Comptroller's Property Tax Division. Two district employees are working to obtain the Registered Texas Assessor/Collector designation. Additionally, this line item covers continuing education for tax collections staff. The amount of \$6,000 remains the same as 2018.

Equipment Leased:

The district leases a postage machine and copier for collections. With changing leased copiers in the office, this line item was reduced for 2019 to \$3,000, a \$400 decrease.

Equipment Purchase:

This item includes the maintenance and purchase of PC computers, peripherals, hardware and networks. This line item remains at \$1,000 for 2019.

Financial Audit:

Section 6.063 of the Property Tax Code requires that GCAD have an annual audit by a Certified Public Accountant. The Collections department will be part of the annual audit. The line item remains at \$5,000 for 2019.

Legal Expense:

Gillespie CAD has budgeted \$1,200 to cover any legal expenses that arise from property tax collections. This item remains the same as 2018.

Liability and Board Insurance:

This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance. This insurance is through the Texas Municipal League Intergovernmental Risk Pool (TML). Additionally, the Chief Appraiser is bonded as required by the Texas Property Tax Code. The 2019 amount of \$2,800 is the same as 2018.

Miscellaneous/Software:

This item includes the purchase of software, software maintenance agreements and other miscellaneous expenses. This item remains at \$500 for 2019.

Office Supplies:

This line item includes all miscellaneous office supplies used in the appraisal office. These items include paper, writing utensils, batteries, toner cartridges, and other supplies, as well as small equipment items such as digital cameras, printers and scanners. The amount requested for 2019 is \$2,500 which is the same as 2018.

Postage:

This line item includes all postage for collections. The amount for 2019 remains at \$14,500.

Printing and Publications:

This includes printing of bills and publication costs. This item at \$8,500 for 2019.

Registration and Dues:

This line item is devoted to the registration of the collections with the state agency and trade organizations. The registration with the Texas Department of Licensing and Registration is required by law for some collections staff. Affiliation with the Texas Association of Assessing Officers and allows GCAD to enroll in state certification classes for reduced tuition and keeps the district informed of changing rules and laws. The amount requested for 2019 remains at \$400.

Office Building

Rent:

The district leases office space from Fredericksburg ISD. The monthly rent for the office is \$6000, allocated between the appraisal and tax collections budgets. The tax collections portion is \$18,000 for 2019.

Janitorial Supplies and Service:

Gillespie CAD hires a custodial service for the new office. The budget remains at \$1,800 for the collection's portion for 2019.

Maintenance and Security:

The district is responsible for maintenance of the interior of the office. Maintenance costs will be allocated between appraisal and collections budgets. The district had security cameras and security alarms installed in 2018. The security alarms are monitored and maintained by ADT Security. The alarms consist of panic buttons for during office hours and motion detectors when the office is closed. This is a new budget item for 2019. The total for maintenance and security for 2019 is \$1,650, which is \$450 above 2018.

Utilities and Waste Disposal:

Office utilities include electricity, water, sewer and garbage service. After reviewing the costs for these services for the first year for this office building this budget item is being reduced to \$2,000 for 2019. This is a \$625 decrease from 2018.

**GILLESPIE CENTRAL APPRAISAL DISTRICT
2019 ESTIMATED TAX COLLECTION BUDGET ALLOCATION**

2019 Collection Budget: \$290,412

Estimated Interest Earned in 2018: \$350

	2018 Estimated Levy*	2019 Allocation (at 3%)
Gillespie WCID	\$9,203.69	\$276.11
Hill Country UWCD	\$326,730.84	\$9,801.93
Stonewall WCD	\$112,985.87	\$3,389.58
		\$13,467.61

Total allocation to remaining taxing units: \$276,594.39

Parcels Assessed and Collected					
	In Gillespie County*	Out of Gillespie County*	Total	Percentage of Parcels	2018 Allocation
City of Fredericksburg	8,741	0	8,741	11.5003%	\$31,809.06
Doss CCSD	1,067	186	1,253	1.6485%	\$4,559.75
Fredericksburg ISD	26,969	189	27,158	35.7309%	\$98,829.72
Gillespie County	32,562	0	32,562	42.8408%	\$118,495.22
Harper ISD	4,460	1,833	6,293	8.2795%	\$22,900.63
	73,799	2,208	76,007	100.0000%	\$276,594.39

* Levy based on 2018 certified totals and 2017 tax rates

* Parcel count based on 2018 certified totals

**A RESOLUTION OF THE CITY OF FREDERICKSBURG, TEXAS,
APPROVING THE 2019 GILLESPIE CENTRAL APPRAISAL DISTRICT
BUDGET**

WHEREAS, the Gillespie Central Appraisal District ("CAD") is a political subdivision of the State of Texas responsible for appraising property located in Gillespie County for ad valorem (property tax) purposes; and

WHEREAS, the 2019 budget for the Gillespie CAD was recently approved by its Board of Directors; and

WHEREAS, the 2019 budget for the Gillespie CAD is now being presented to the City of Fredericksburg for consideration and approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Fredericksburg, Texas, that:

1. The City Council hereby approves the proposed *2019 Gillespie Central Appraisal District (CAD) Budget*, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

PASSED AND APPROVED this _____ day of September, 2018.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL MEMO

DATE: August 29, 2018

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Discussion on Proposed 2019 City Budget

Summary:

The City Council suggested that this discussion be added to the agenda so that additional changes to the 2019 Budget can be considered before it is approved at your September 17 meeting.

Recommendation:

It is recommended that the Council discuss the final budget issues and provide any changes that you would like to make to the proposed budget prior to adoption.

Background / Analysis:

Over the past several weeks the City Council has identified at least three remaining issues that need to be addressed before the final budget is adopted at your September 17 meeting. These issues are described below. In addition to these issues, the Council may want to offer other final changes before the budget is approved.

One of the budget issues involves the timing of the water bond project. The Council previously agreed to proceed with this bond financing during the coming year to fund critical improvements needed to our water system. We recently met with our Financial Advisor and he indicated that he can proceed with this financing over the next several months and have the bonds ready to issue by the end of November

The City of Fredericksburg

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(see attached schedule). The other option is to proceed with the engineering of the four water improvement projects which will take about 9 months to complete. Then we would be in position to bid the projects next summer and complete the bond financing about a year from now.

The second budget issue involves the Drainage Fund and the proposed new storm water fees. The Council previously agreed to proceed with the adoption of these new fees. Attached is a schedule showing the steps involved in this fee adoption process for your review. The Council should also discuss whether we want to include any expenses from the new fee revenues in the 2019 Drainage Fund Budget. The three options for your consideration include (1) adopt the new fees but not spend the additional fee revenues next year; (2) adopt the new fees but lease-purchase the equipment only in the coming year; or (3) adopt the new fees and lease-purchase the equipment and hire new personnel to start the vegetation management program in the coming year.

The final major budget issue that still needs to be resolved is the property tax rate that the Council wants to adopt for the coming year. Although action to approve the tax rate will be included on the September 17 Council agenda, you may want to discuss the rate based upon the public comments made at the tax hearing this week.

Attachments:

Proposed Schedule-Water Bond Financing
Proposed Schedule-New Storm Water Fees


Department Approval


City Manager Approval

The City of Fredericksburg



City of Fredericksburg, Texas
Utility System Revenue Bonds, Series 2018 (“Bonds”)

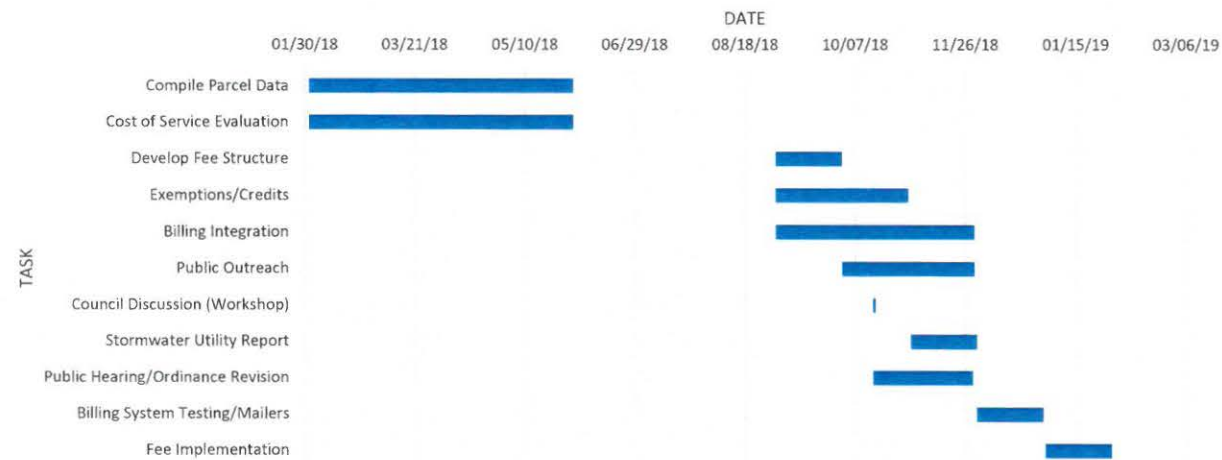
Timeline of Events – Competitive Sale

Monday, September 17, 2018*	City Council meeting to discuss Utility System Revenue Bond projects and issuance timeline. (No action required).
Week of October 15, 2018	Rating call with S&P, City Staff and SPFI.
Monday, October 29, 2018	The Preliminary Official Statement (POS) is distributed to potential bidders.
Tuesday, October 30, 2018	Rating is received from S&P.
Monday, November 5, 2018*	The City Council adopts an ordinance authorizing the issuance of the Bonds to fund Water & Sewer System projects.
Wednesday, November 28, 2018	<u>Delivery Date.</u> The City receives funds from the Purchaser of the Bonds for project fund.

*Official City Council Meeting.

TASK	START DATE	DURATION (DAYS)
Compile Parcel Data	02/01/18	120
Cost of Service Evaluation	02/01/18	120
Develop Fee Structure	09/01/18	30
Exemptions/Credits	09/01/18	60
Billing Integration	09/01/18	90
Public Outreach	10/01/18	60
Council Discussion (Workshop)	10/15/18	1
Stormwater Utility Report	11/01/18	30
Public Hearing/Ordinance Revision	10/15/18	45
Billing System Testing/Mailers	12/01/18	30
Fee Implementation	01/01/19	30

DRAINAGE UTILITY FEE ADJUSTMENT





CITY COUNCIL MEMO

DATE: September 4, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Marktplatz Improvements

Summary:

The Marktplatz Redevelopment Commission has been meeting over the past few months considering some improvements to Market Square. They will be presenting their ideas to City Council at the September 4th meeting.

Recommendation:

Receive presentation on Marktplatz Improvements from the Market Square Redevelopment Commission.

Background / Analysis:

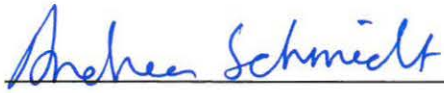
Shortly after Market Square was purchased in 1987, the Market Square Redevelopment Commission was appointed to research and oversee the development of the Square. New development proposals at the Square are brought to City Council for consideration.

Attachments:

The City of Fredericksburg

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None



Department Approval



City Manager Approval

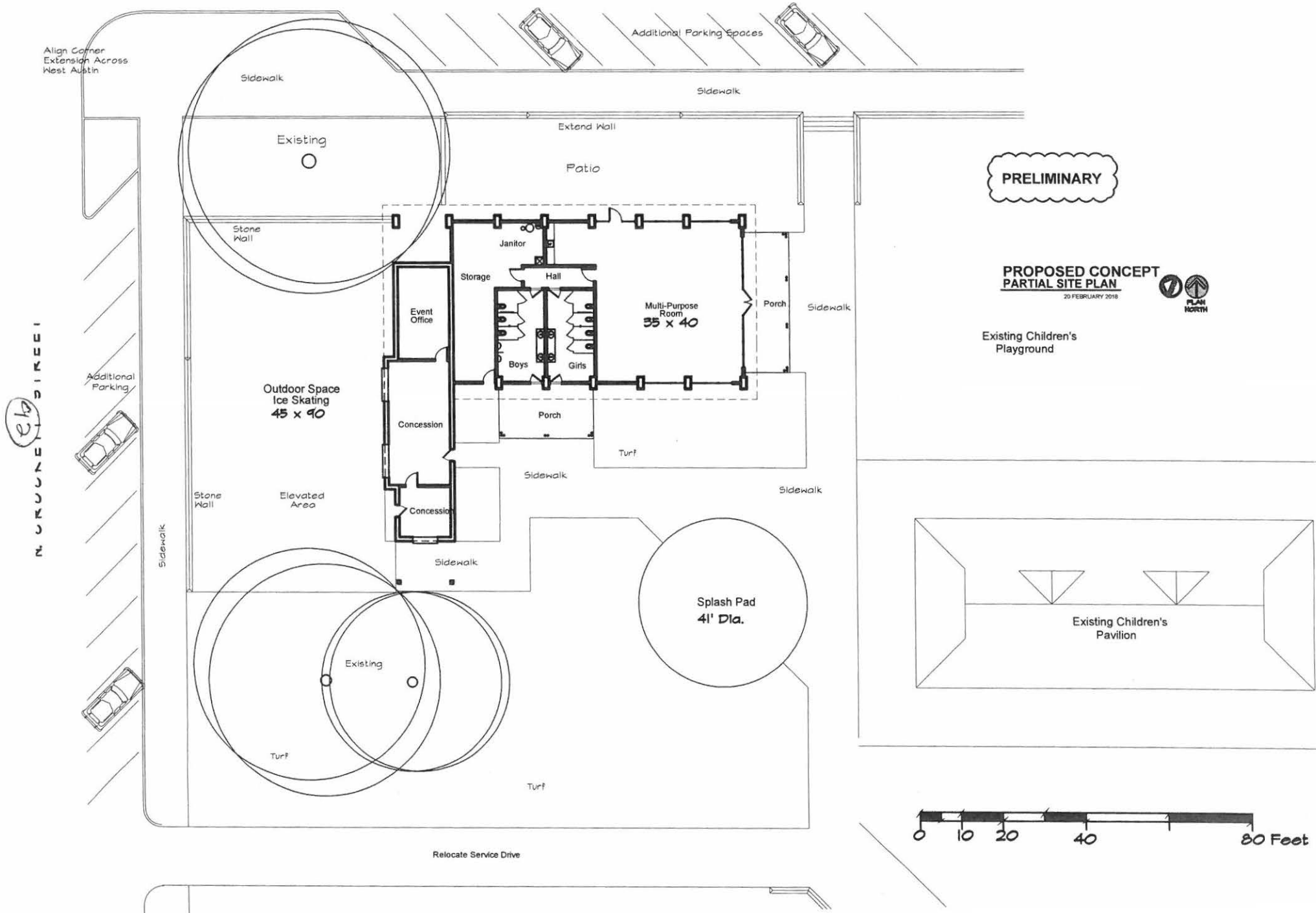
City Attorney Approval

The City of Fredericksburg

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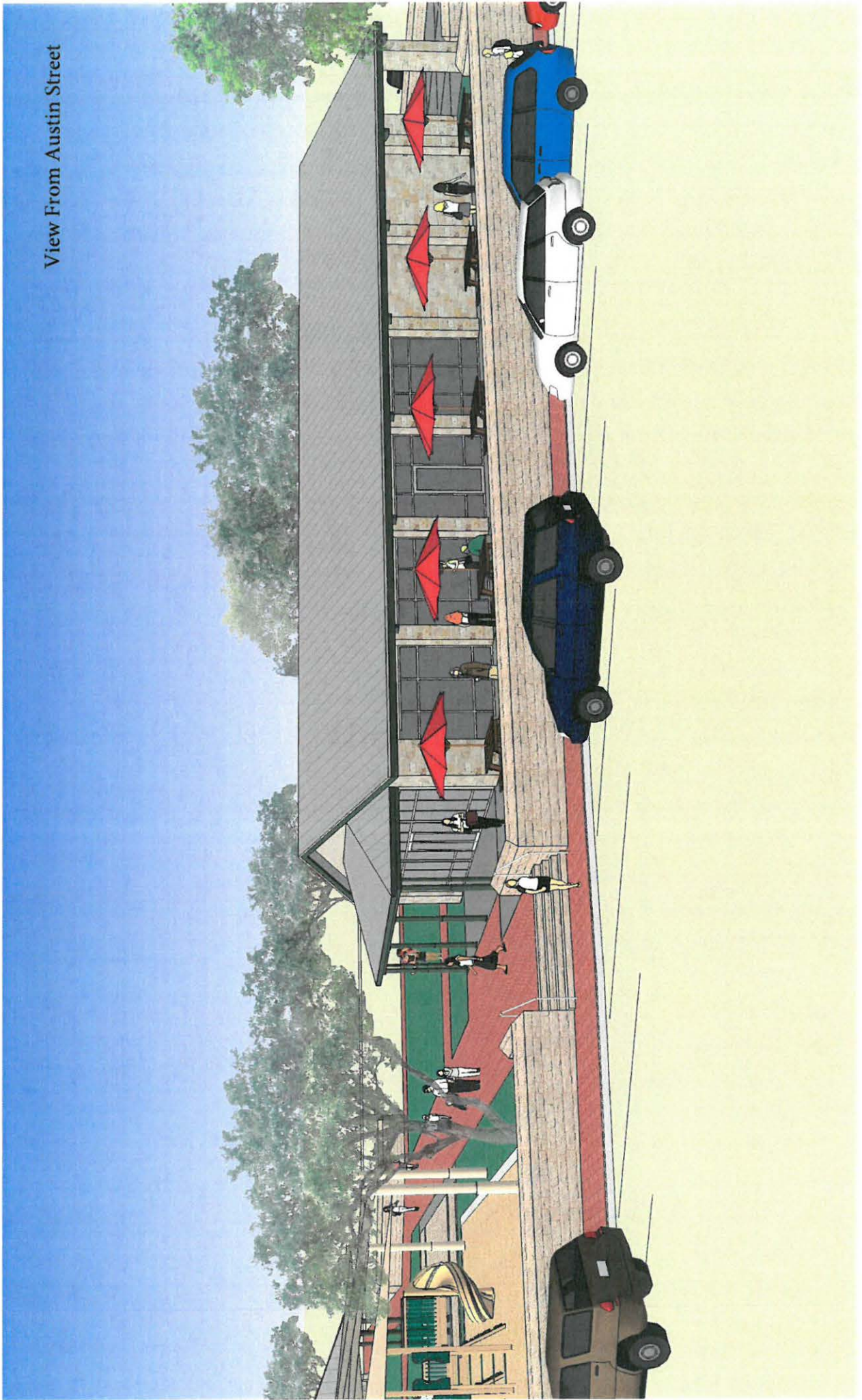
WEST AUSTIN STREET.



View From South



View From Austin Street



View From Austin Street Entrance





CITY COUNCIL MEMO

DATE: August 28, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Renewable Energy

Summary:

A local citizen, John Rodriguez, has sent a request to several City Council members requesting to be on the City Council agenda to present information on the need for the City to purchase more renewable energy for our electric power in the future.

Recommendation:

It is recommended that the City Council consider this presentation and no action is required following the presentation.

Background / Analysis:

A number of cities across the country have recently taken action to purchase more renewable energy particularly solar and wind energy. As you know, we purchase our energy from two sources. We purchase 65% of our energy from LCRA and 35% from AEP. LCRA has committed to a number of renewable initiatives that are benefiting the LCRA service area including the City of Fredericksburg. AEP has a portfolio that is made up of 14% renewable energy. However, this is a nationwide portfolio and there is no way to infer how much renewable energy that our City is taking.

The City of Fredericksburg

We currently rely on Schneider Energy to advise us on electric energy issues. I recently spoke to Steve Moffit at Schneider Energy and he related that there are a number of other tangible ways to increase our purchase of renewable energy in the future. This includes distributed solar generation and community solar projects. He offered to meet with the City to pursue some of these programs if there is an interest.

Attachments:


Department Approval


City Manager Approval

The City of Fredericksburg

(97)

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CITY COUNCIL MEMO

DATE: August 27, 2018

TO: Mayor and City Council

FROM: Jennifer Krupa, Special Events Coordinator

SUBJECT: Street Closure Request – WWI Centennial Commemoration Veterans Day Parade, Concert and Exhibition

Summary:

The WWI Centennial Commemoration Veterans Day Parade, World War I Concert, and Exhibition will take place on Sunday, November 11, 2018. The parade will begin at 2pm on Main Street and following the parade, a World War I Concert & Exhibition will be held at Marktplatz (Adelsverein & Oktoberfest Halles). Event organizers have requested to close W. Austin Street from Adams to Crockett Street beginning at 7am and ending at 6pm to display military vehicles on Austin Street.

Recommendation:

Recommend Council consider the request to close W. Austin Street from Crockett to Adams Street from 7am-6pm on Sunday, November 11, 2018.

Background / Analysis:

The WWI Centennial Commemoration Veterans Day Parade, World War I Concert, and Exhibition is a one-time event. Event organizers have spoken with Rev. Casey Zesch at Bethany Lutheran Church and he is in favor of the street closure. The event organizers will allow church members to park on Austin Street for Sunday morning church services. New use regulations for Marktplatz went into effect after a special meeting on January 30, 2017 and therefore requires the event organizers to obtain City Council approval for a closure lasting more than four (4) hours.

Attachments:

Request Letter from Tami King, Gillespie County Veterans Service Officer; List of Business Owners Contacted (3 pages); Street Closure Request Form; and listing of World War I Centennial Commemoration Events



Department Approval



City Manager Approval

City Attorney Approval

The City of Fredericksburg

COUNTY OF GILLESPIE

Tami King
Veterans Service Officer
(830) 997-3758 Office
(830) 997-3245 Fax
Email: tking@gillespiecounty.org



Gillespie County Veterans Service Office
102 E. San Antonio St., Suite B
Fredericksburg, TX 78624

August 26, 2018

City of Fredericksburg City Council
126 W. Main St.
Fredericksburg, TX 78624

Dear City of Fredericksburg City Council,

I am the World War I Centennial Commemoration & Veterans Day Parade coordinator. The Veterans Day Parade will be held on Sunday November 11, 2018 at 2:00 pm, with our first event of the day held at 11:00 am for the "Bells of Peace" and a Wreath Laying Ceremony in front of the Courthouse.

We have a wonderful parade with military wartime era re-enactors, marching bands, local Veterans, 15 vintage military aircraft flyover and special commemoration of the 100th Anniversary of the ending of World War I this November 11, 2018.

Following our parade there will be a World War I Concert at Marktplatz from 3:30 – 5:00 pm, and an exhibit in the middle pavilion of WWI and other era military memorabilia. We are also hoping to have an Exhibit of the military vehicles following the parade so that the parade watchers and especially the children can see the vehicles up close. This will also hopefully bring our parade watchers to Marktplatz to hear the World War I concert.

I am requesting that the City of Fredericksburg grant permission to close West Austin Street (Between Adams St. and Crockett St.), on Sunday November 11th from 7:00 am to 6:00 pm. The only business that will be affected is Bethany Lutheran Church which has services at 8:00 am and 10:30 am. I have spoken to Rev. Casey Zesch, and he is in favor of the street closure, with allowing the members to park on Austin Street for the two services. I concur with his request.

Please contact me if you would like additional information or have questions. I can be reached at (830)997-3758 or by email: tking@gillespiecounty.org. Thank you for your consideration.

Sincerely,

Tami King
Gillespie County Veterans Service Officer & Chairman, Veterans Council
Coordinator for the 2018 World War Centennial Commission & Veterans Day Parade

**26 Aug 2018: List of Business Owners Contacted regarding Austin
& Adams St. Closure November 11, 2018**

1. Austin St. Java 102 E. Austin St. Fredericksburg, TX 78624
-Open on Sundays Spoke to Cornelia Allen. FOR CLOSURE EITHER STREET
2. Bethany Lutheran Church 110 W. Austin St. Fredericksburg, TX 78624
-Open on Sundays Services at 8:00 am & 10:30 pm Spoke to Rev. Casey Zesch.
FOR CLOSURE EITHER STREET. If Austin St., to allow church members to park for
the two services.

**25 Aug 2018: List of Businesses Owners Contacted for Adams St.
Closure on November 10th – 11th , 2018**

1. Sweet Lily 102 E. Main St. Fredericksburg, TX 78624
-Open on Sundays Spoke to Rebekka Goff, Employee. Will pass on to manager.
2. Creations in Jewelry 103 N. Adams St. Fredericksburg, TX 78624
-Not open on Sundays Spoke to Mark Toomey Supports Closure but
concerned over trash left on street after an event.
3. Cross Cultures 105 N. Adams St. Fredericksburg, TX 78624
-Open on Sundays Spoke to Wallace Overfelt. Supports Closure, but want to
park in front of his store.
4. LM Easterling Custom Boot 107 N. Adams St. Fredericksburg, TX 78624
-Not open on Sundays Spoke to Mary Easterling. Supports Closure.
5. Champe Jennings 109 N. Adams St. Fredericksburg, TX 78624
-Open on Sundays Spoke to Champe Carter. AGAINST CLOSURE, states it will
affect his business.
6. Texas Jacks 117 N. Adams St. Fredericksburg, TX 78624
-Open on Sundays Spoke to: Karen Rainey. Supports Closure.

COUNTY OF GILLESPIE

Tami King
Veterans Service Officer
(830) 997-3758 Office
(830) 997-3245 Fax
Email: tking@gillespiecounty.org



Gillespie County Veterans Service Office
102 E. San Antonio St., Suite B
Fredericksburg, TX 78624

August 25, 2018

Bethany Lutheran Church
110 W. Austin St.
Fredericksburg, TX 78624

Dear Bethany Lutheran Church,

I am the World War I Centennial Commemoration & Veterans Day Parade coordinator. The Veterans Day Parade will be held on Sunday November 11, 2018 at 2:00 pm, with our first event of the day held at 11:00 am for the Bells of Peace and Wreath Laying Ceremony in front of the Courthouse.

We have a wonderful parade with military wartime era re-enactors, marching bands, local Veterans, and special commemoration of the 100th Anniversary of the ending of World War I this November 11, 2018.

Following our parade there will be a World War I Concert at Marktplatz from 3:30 – 5:00 pm, and an exhibit in the middle pavilion of WWI and other era memorabilia. We are also hoping to have an Exhibit of the military vehicles on Austin St. (between Adams & Crockett Streets) for the parade watchers to come and view while the concert is going on.

I am submitting a request to the City of Fredericksburg City Council for permission to close Austin St. from Saturday November 10th at 7:00 pm through Sunday November 11th at 6:00 pm, and it is anticipated that they will hear the request at the Tuesday September 4th City Council meeting. I will request that only a partial blockage be done to accommodate your services at 8:00 am and 10:30 pm, with total blockage of the street once your services are completed.

I am hoping that this will be acceptable to you and I do not believe it will have an impact on your church, especially if you would be able to inform your membership that the street will be closed. Please contact me if you would like additional information or have questions. I can be reached at (830)997-3758 or by email: tking@gillespiecounty.org.

Sincerely,

Tami King
Gillespie County Veterans Service Officer & Chairman, Veterans Council
Coordinator for the 2018 World War Centennial Commission & Veterans Day Parade

Received by:

CASEY ZESCH
Print Name

Signature

Date: 8-26-18

COUNTY OF GILLESPIE

Tami King
Veterans Service Officer
(830) 997-3758 Office
(830) 997-3245 Fax
Email: tking@gillespiecounty.org



Gillespie County Veterans Service Office
102 E. San Antonio St., Suite B
Fredericksburg, TX 78624

August 25, 2018

Austin St. Java
102 E. Austin St.
Fredericksburg, TX 78624

Dear Austin St. Java,

I am the World War I Centennial Commemoration & Veterans Day Parade coordinator. The Veterans Day Parade will be held on Sunday November 11, 2018 at 2:00 pm, with our first event of the day held at 11:00 am for the Bells of Peace and Wreath Laying Ceremony in front of the Courthouse.

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Sincerely,

Tami King
Gillespie County Veterans Service Officer & Chairman, Veterans Council
Coordinator for the 2018 World War Centennial Commission & Veterans Day Parade

Received by:

Print Name

Signature
(103)

Date:

SPECIAL EVENTS STREET CLOSURE REQUEST



Street closure requests must be made three (3) months in advance to City Council for any closure four (4) hours or more. Please consider this timeline when submitting your request. Please also attach the notification letter you will send to abutting property owners (if applicable) with this request to the Special Events Coordinator.

Event Name:	WWI Centennial Commemoration Veterans Day Parade
Event Date(s):	November 11, 2018
Contact Name:	Tami King, Gillespie County Veterans Service Officer
Contact Phone:	(830) 997-3758

Closure Area:

☒ Entire Street
 ☐ Parking Lane Only
 ☐ Partial Street
 ☐ Blocking City owned property

Side of street: _____ (N,S,E,W)
 Side of street: _____
 Location: _____

Additional details (attach additional pages as needed for more streets and describe details of use below):

Block West Austin Street between Adams Street and Crockett Street at 7:00 am. Allow the church members of Bethany Lutheran Church to park on Austin St. for the 8:00 am

and 10:30 am services at the church. This area will display military vehicles and equipment following the parade.

Street Closure Details:

Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time
Example:	Crockett Street	Adams Street	Friday, 4/2/18	6:00 PM	Sunday, 4/4/18	12:00 PM
West Austin St.	Adams St.	Crockett St.	Sunday 11/11/2018	7:00 am	Sunday 11/11/2018	6:00 pm

If the event will impact surrounding property owners, a notification letter is required to be sent to property owners at least two weeks prior to the event date. Attach a copy of the notification letter and a list of addresses the letter will be sent to.

Date notice provided: 08/26/2018

Printed Name: Tami King, WWI Centennial Commemoration & Veterans Day Parade Coordinator

Date: 08/26/2018

Signature: *Tami King*

Date: 08/26/2018

Street Department: *emailed request 8/27*

Date: _____

Police Department: *emailed request 8/27*

Date: _____

Parks Department: *JKRPC* (104)

Date: 8/27/18



WORLD WAR I CENTENNIAL COMMEMORATION EVENTS

Honor Your WWI Veteran Ancestor By:

Placing their photo in your home or business window with information about them
(Name, Branch of Service, WWI Veteran, Dates of Service)

Request Main Street Businesses Decorate Store Fronts

Request that the Main Street businesses and other businesses in town, decorate their
store fronts with Patriotic decorations by November 1, 2018

Friday October 26th, 2018

Local school children and volunteers will place over 594 Flanders Field Poppies around the War Memorial Monument and in front of the County Courthouse, representing all of the WWI Veterans from Gillespie County who served. The poppies will be handmade by volunteers and painted by Ambleside School students. The 15 LARGE poppies will represent those WWI service members killed in action.

Friday/Saturday November 2nd & 3rd, 2018

"DECORATE" 370 WWI Veteran graves who are buried in Gillespie County with a U.S. Flag and a poppy decoration. We encourage those who have private family cemeteries to decorate the WWI graves on your property.

Sunday November 4th, 2018 at 5:30 pm

Screening of the WWI film "War Horse". This will be a one-time showing and will be free to the public. The event is sponsored by Hill Country Film Society and Fritztown Cinema.

SUNDAY NOVEMBER 11th at 11:00 am

"Bells of Peace" A World War I Remembrance 1918-2018

11:00 am will signify the moment of the "11th hour, on the 11th day, of the 11th month of 1918" – the Armistice which ended The Great War. We request that all of the Church Bells in Gillespie County ring for one minute. Following the ringing of the bells, there will have a Wreath Laying Ceremony at the War Memorial Monument in front of the courthouse and the names of the 15 WWI Service members who were killed in action will be read.

Sponsored by the Veterans Council of Gillespie County.

For information contact: Tami King, Gillespie County Veterans Service Officer Tele: (830)997-3758

or Email: tking@gillespiecounty.org <https://facebook.com/2018vetsday/>



CITY COUNCIL MEMO

DATE: 8/29/18

TO: City Council, Fredericksburg, Texas

FROM: Fire Marshall

SUBJECT: Budget Amendment to purchase a new backup generator and associated equipment for City Hall

Summary:

The backup generator at City Hall is inoperative. The current generator has failed and will not produce acceptable electrical power for critical systems at city hall. This is a very old unit and repair is not feasible. In the event of a power outage at City Hall, there is currently no backup power for critical systems or personnel to operate out of city hall. The cost of the generator, the installation materials and labor is \$21,350.

Recommendation:

Replace this failed generator as soon as possible ensure that critical functions performed at city hall can continue in a power failure at city hall.

Background / Analysis:

The backup generator at city hall was used when it was first installed at this location when the last remodel at city hall was completed. The generator will run, but the power that it produces is out of specification. The transfer switch, which routes power from the generator into the building in the event of a power failure, will not route that power into the building. If the power being produced were to be routed into the building, it is likely that all electronic devices running off of that power would be either damaged or destroyed.

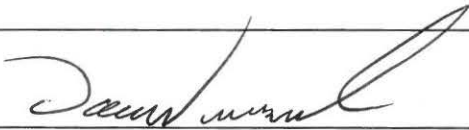
The City of Fredericksburg

The IT Department maintains mission critical equipment in City Hall. That equipment includes the switching and control of all city government telephones (including those at the Law Enforcement Center) and the SCADA system. These are on battery backup, but in the event of a prolonged outage, these systems would eventually have to be shutdown. Practically all personal computers at city hall would be without power and not able to be used.

Additionally, the bay doors for all emergency apparatus at Central Station would be without power and would have to be manually operated. This would slow response time during emergencies.

Attachments:

Please see the attached cost estimates for the detailed costs of the generator. In addition, plumbing work will have to be added to the cost of the generator. The written estimate has not been received at this time, but the estimator has put that cost at \$5000.00, making the total cost \$21,350.



Department Approval



City Manager Approval

City Attorney Approval

The City of Fredericksburg

107

Woerner Electric LLC
P O Box 872
Fredericksburg TX 78624

Estimate

Name/Address
City Of Fredericksburg Attention: Kris kneese 26 W. main Street Fredericksburg, TX 78624

Date	Estimate No.	Project
08/27/18	2	

Item	Description	Quantity	Cost	Total
Job	Good Morning I priced a 240/120 3 phase generator with automatic transfer swith 22KW		0.00	0.00
Job	The Generator will be	1	14,350.00	14,350.00
Job	I can install it for about \$2000.00 not including plumbing	1	2,000.00	2,000.00
Job	Please consult with Russell Immel		0.00	0.00
			Total	\$16,350.00