



City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA MONDAY, JANUARY 6, 2020 ~ 6:00 P.M. LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET

Linda Langerhans, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Charlie Kiehne, Councilmember
Gary Neffendorf, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, January 6, 2020, at 6:00 p.m. in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted on January 3, 2020, before 5:00 p.m., providing time, place, date and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

(Please turn off all pagers and phones, except emergency on-call personnel.)

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. EMPLOYEE RECOGNITIONS

4. PUBLIC COMMENTS

The City Council welcomes citizen participation and comments at all City Council Regular Meetings. The City Council offers citizens the opportunity to address them by signing up to speak prior to the meeting and to limit comments to 3-minutes.

NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific information or recitation of existing policy. TEX. GOV'T CODE § 551.042.

5. CONSENT

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF CITY COUNCIL.

- A.** Consider approval of the December 16, 2019, City Council Regular Meeting Minutes.
(Agenda Packet Pages 5-8)
- B.** Consider the approval of street closure of W. Austin Street between N. Adams and N. Crockett Street between the hours of 12 p.m. and 7:15 p.m. on March 19, 2020 for the City Hall Open House and Touch-A-Truck.
(Agenda Packet Page 9-12)

6. PUBLIC HEARING

- A.** Hold a public hearing to receive comments for or against the Property Assessed Clean Energy (“PACE Program”).
(Agenda Packet Pages 13-14)
- B.** Hold a public hearing to receive comments for or against the voluntary annexation of 13.395 acres proposed as Stone Ridge Unit 10 located near the intersection of Lower Crabapple Road and Ellebracht Drive (1st of two public hearings).
(Agenda Packet Pages 15-18)

7. ORDINANCES

- A.** Annexation of 91.43 acres of land situated in Gillespie County, Texas along the south side of W. Live Oak and extending from east of Post Oak Road
 - i.** Consider the approval of Annexation Agreement with CSE Commercial Real Estate, LP for the Live Oak/Post Oak Plan for Development. (Page 21)
 - ii.** Consider the approval of the Ordinance 2020-01 annexing approximately 91.43 acres of land, located along the Southside of W. Live Oak Street extending from east of Post Oak Road to west of Smokehouse Road, Gillespie County, extending the corporate limits of the City 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; binding the inhabitants and future inhabitants of said territory by any and all acts, Ordinances, Resolutions and regulations of said City ; and adopting an Annexation Service Plan for the extension of Municipal Services into said territory and the construction and maintenance of public utilities related to such annexation.(1st of two readings; City Council may waive second reading) (Page 32)
 - iii.** Consider the approval of the Ordinance 2020-02 adopting a change in the Comprehensive Plan of the City; specifically in the Land Use Map and Comprehensive Plan as to tracts located along the South Side of W. Live Oak Street extending from east of Post Oak Road to west of Smokehouse Road; changing said property to commercial, public, and high density residential; providing that the change become a part of the Comprehensive Plan and providing for an effective date (1st of two readings; City Council may waive second reading). (Page 45)
 - iv.** Consider the approval of the Ordinance 2020-03 amending the Zoning Ordinance of the City and establishing the Zoning District as to tracts located along the south side of W. Live Oak Street, extending from east of Post Oak Road to west of Smokehouse Road, upon annexation into the City; establishing Residential, Public Facilities, and Commercial Zoning for said property upon annexation; and providing for an effective date (first of two readings; City Council may waive second reading). (Page 52)

(Agenda Packet Pages 16-62)

8. OTHER ACTION ITEMS AND UPDATES

- A.** Consider the approval of the proposed Performance Agreement and associated financial security in amount of \$132,000.00 in the form of a performance bond for required public subdivision improvements (Oaks of Windcrest Unit 5).
(Agenda Packet Pages 63-70)
- B.** Consider the awarding the construction contract for the new Electric Department Building to Kendnel Kasper Construction in the amount of \$2,115,284.00.
(Agenda Packet Pages 71-74)

C. Consider the award of financing for the lease purchase of a Fire Pumper for the Fire Department to Signature Public Funding Corp.
(Agenda Packet Pages 75-86)

D. Mo Saidi's Citizen Request to make a presentation and discuss the City and Boot Ranch Development Water Agreement (10 minutes).
(Agenda Packet Pages 87-102)

9. CITY MANAGER'S REPORT

A. January 14 Relief Route Open House

B. January 16 City Council Work Session

C. January 28 Traffic Impact Study Open House

10. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 103-104)

11. COUNCIL COMMENTS

Reports about items of community interest, which no action will be taken.

12. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.071, 551.074, and 551.087

A. Consider and discuss economic development agreement related to the construction and operation of a Hotel and Conference Center in the City; and to receive legal advice concerning said economic development agreement (Section 551.087 and Section 551.071),

B. Consider and discuss legal advice regarding the Water and Sewer Construction Contract entered into between the City and Boot Ranch Development (Section 551.071), and

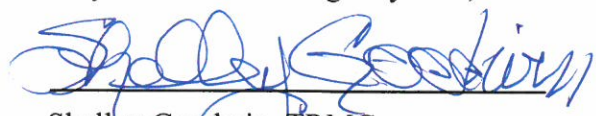
C. Consider and discuss the annual evaluation of the City Manager and City Attorney (Section 551.074 – Personnel Matters).

13. BUSINESS ITEM

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session, the City Council may take action on any item posted in Executive Session, as necessary.

14. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 2:15 p.m. on December 31, 2019, at the entrance and on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG
MINUTES OF CITY COUNCIL REGULAR
MEETING
DECEMBER 16, 2019

Members Present:

Mayor Linda Langerhans
Mayor Pro Tem Gary Neffendorf
Councilmember Charlie Kiehne
Councilmember Tom Musselman
Councilmember Bobby Watson

Members Absent:

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Steve Wetz, Police Chief
Russell Immel, Information Technology Director
Andrea Schmidt, Parks Department Director
Lea Feuge, Public Information Officer
Kris Kneese, Assistant Director of Public Works and Utilities
Shelley Goodwin, City Secretary

1. PLEDGE OF ALLEGIANCE

Mayor Langerhans led the Pledge.

2. CALL TO ORDER

With a quorum of the City Council present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, December 16, 2019, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

3. PROCLAMATION

A. Nimitz Museum-75th Anniversary of the end of World War II

Mayor Langerhans read the proclamation proclaiming the 75th Anniversary of the end of World War II. She presented the proclamation to David Shield, Nimitz Museum.

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, stated he had three recognitions:

- Dick Estenson for Teresa Jenschke, City Utility Clerk, regarding her Customer Service.

- Nancy Hierholzer, Heritage Head of Schools, thanked Officer Chris Ayala and the Police Department for providing an escort for the City for Heritage Football Team. .
- Craig and Laura Kete thanked the Street Department for coming back to pick up their leaves.

5. PUBLIC COMMENTS

No one wished to speak.

6. CONSENT

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF CITY COUNCIL.

- A. Consider approval of the December 2, 2019, City Council Regular Meeting Minutes.**
- B. Consider the approval of the reappointment of Brad Hardin and Jim Jarreau to the Economic Development Commission for another 2-year term.**
- C. Consider the approval of the appointment of Mayor Langerhans as an additional Council representative for any future mediation related to E. 290 Owners Coalition vs. City of Fredericksburg, currently pending in the 216th District Court.**

Motion: A motion was made by Councilmember Musselman seconded by Councilmember Kiehne, to approve the Consent Agenda Items 6.A.-C. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

7. ORDINANCE

A. Amending Section 3.205-C.1.5, Medium Commercial, of Appendix B – Zoning Ordinance

- i. Hold a public hearing and discuss**
- ii. Consider approval of Ordinance 2019-34 amending Section 3.205-C.1.5, Medium Commercial, of Appendix B – Zoning Ordinance, of the Code of Ordinances; to amend the permitted uses and conditional uses for the C-1.5, Medium Commercial Zoning District in the City; and providing for an effective date (first of two readings; City Council may waive second reading).**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go into the Public Hearing at 6:20 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Brian Jordan, Development Services Director, reviewed the history of this ordinance and explained the zoning uses that were adopted. He stated they realized that the adopted Ordinance did not match what the Planning and Zoning Commission and the City Council were trying to achieve. Planning and Zoning Commission recommended adding Indoor Sports and Recreation Use as a Conditional Use. Staff recommends approval as proposed.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go out of the Public Hearing and back into the regular session at 6: 24 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kiehne, to approve Ordinance 2019-34 amending Section 3.205-C.1.5, Medium Commercial, of Appendix B – Zoning Ordinance, of the Code of Ordinances; to amend the permitted uses and conditional uses for the C-1.5, Medium Commercial Zoning District in the City; and providing for an effective date, and to waive the second reading. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

B. Utility System Revenue Bonds and Electric System Revenue Bonds

i. Receive a presentation by Dan Wegmiller, City Financial Advisor, and discuss a \$4.605 million Utility System Revenue Refunding Bonds, Series 2020 and a \$2.3 million Electric System Revenue Notes, Series 2020

Dan Wegmiller, City Financial Advisor, stated he identified some cost savings the City could benefit from the existing Utility Revenue Bonds were refinanced at a lower interest rate. He also stated this could be a \$185,000 savings. He also reviewed the current market for a bond for the new Electric Services building.

Kent Myers, City Manager, stated the bids for the new Electric Building came in lower than expected and the staff is recommending going with the bid of \$2.2 million. He stated the award of the bid for this project will be considered at the City Council Regular Meeting scheduled for January 6, 2020.

The City Council discussed the current rating of AA+ and the benefits of refinancing.

ii. Consideration and approval of Ordinance 2019-35 authorizing the City's Issuance of Its Utility System Revenue Refunding Bonds, Series 2020; providing for the payment of the principal of and interest on the Bonds by a first and prior lien on and pledge of the Pledged Revenues of the City's Combined Utility System; delegating the authority to certain City staff to approve and execute certain documents relating to the sale of the Bonds; and other matters in connection therewith (first of two readings; City Council may waive second reading).

Motion: A motion was made by Councilmember Neffendorf, seconded by Councilmember Watson, for approval of Ordinance 2019-35 authorizing the City's Issuance of Its Utility System Revenue Refunding Bonds, Series 2020; providing for the payment of the principal and interest on the Bonds by a first and prior lien on and pledge of the Pledged Revenues of the City's Combined Utility System; delegating the authority to certain City staff to approve and execute certain documents relating to the sale of the Bonds; and other matters in connection therewith and to waive 2nd reading of Ordinance 2019-35. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

8. CITY MANAGER'S REPORT

A. January and February Meetings

Kent Myers, City Manager, reviewed the January meetings:

- City Council Regular Meetings to be held on January 6th and 21st
- Relief Route Open House to be held on January 14th at Farm Bureau from 2p.m.-7p.m.
- City Council Workshop to be held on January 16th at Golf Course in the Cardinal Room at 8:30a.m.
- Traffic Impact Study Open House to be held on January 28th at City Hall 5p.m.-8p.m.

February meetings:

- City Council Regular Meetings to be held on February 3rd and 17th
- City Council Joint Meeting with Planning and Zoning Commission and Historic Review Board to be held on February 11th at Law Enforcement Center at 2 p.m.

B. Holiday Schedule

Kent Myers, City Manager, reviewed the Christmas and New Year schedules- the City offices will be closed on Christmas Eve (Tuesday, December 24th) and Christmas Day (Wednesday, Christmas Day and the following week on New Year's Day (Wednesday, January 1st).

9. ITEMS FOR FUTURE AGENDA

Kent Myers, City Manager, reviewed the upcoming agenda items.

10. COUNCIL COMMENTS

The City Council wished everyone a Merry Christmas and a Happy New Year.

11. ADJOURN

Motion: A motion was made by Councilmember Neffendorf, seconded by Councilmember Watson, to adjourn the Monday, December 16, 2019, City Council Regular Meeting at 6:40 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: December 13, 2019

TO: Mayor and City Council

FROM: Jennifer Krupa, Special Events Coordinator

SUBJECT: Street Closure Request: City Hall Open House and Touch-A-Truck

Summary:

The 3rd annual City Hall Open House & Touch-A-Truck is scheduled for Thursday, March 19th from 3:30 PM-7:00 PM. Employees will be on-site with table displays to disseminate information about the department services they offer, to mingle with residents and host fun activities for children. Departments with vehicles, equipment, and large trucks will display them in a way so residents and children can view and "touch-a-truck" all while meeting the heroes and amazing staff that operate them. The event is family-friendly, hands-on, and educational.

In order to fit the city's fleet into the event footprint and for the safety of our residents, the event committee is asking for City Council to approve a street closure request from 12:00 PM- 7:15 PM on W. Austin Street, from N. Crockett to N. Adams. An emergency access lane will remain open on W. Austin Street during the closure.

Recommendation:

Recommend Council consider the City Hall Open House and Touch-A-Truck event street closure and approve closing W. Austin Street between N. Adams and N. Crockett Street beginning at 12:00 PM on Thursday, March 19, 2020 and ending at 7:15 PM that evening.

Background / Analysis:

The City of Fredericksburg

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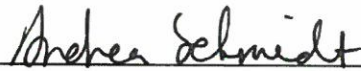
A street closure on W. Austin Street between N. Crockett and N. Adams was approved for the 2018 & 2019 events. The planning committee determined that W. Austin Street should close for set-up to keep vehicles from parking within the event footprint prior to the event start time of 3:30 PM. In addition, in the event of inclement weather (or if the lot is too muddy to place heavy equipment) all departments using the grass lot will be moved onto Austin Street.

The event will encompass City Hall, City Hall Annex #1, existing City Hall parking lots, Kinder Halle, Austin Street between Crockett and Adams, and the grass parking lot owned by Bethany Lutheran Church. We estimate that close to 800 residents attended the event last year.

The Special Events Coordinator has received permission to use the grass parking lot owned by Bethany Lutheran Church. The Special Events Coordinator also notified the church about the potential street closure in writing and no additional details were needed by the church at that time.

Attachments:

Email from Bethany Lutheran Church; Preliminary Event Footprint for City Hall Open House & Touch-A-Truck



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

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Jennifer Krupa

From: Layne Petty <~~layne.petty@cityoffredericksburg.org~~>
Sent: Thursday, December 12, 2019 3:51 PM
To: Jennifer Krupa
Subject: Re: City Hall Open House & Touch-A-Truck parking lot usage request

We don't have any problems with the street closure, or with y'all using the lot. We are happy to help y'all host this event. The kids love it!

On Thu, Dec 12, 2019 at 3:48 PM Jennifer Krupa <jkrupa@fbgtx.org> wrote:

Hi Layne,

I hope you are well! I am getting ready for 2020 and realized that I typically ask city council to approve an Austin Street closure for our Open House & Touch-A-Truck event in January, and that is right around the corner. We will have our 3rd annual City Hall Open House and Touch-A-Truck event on Thursday, March 19, 2020 from 3:30 PM – 7:00 PM. I will request permission from City Council to close W. Austin from N. Crockett to N. Adams from 12:00 PM – 7:15 PM. Do you see any issues with us using the lot as we have in years past? Could we have permission to do so?

Please let me know if you need any additional information. Merry Christmas & Happy New Year!

I'll send you a reminder about using the lot for NYE in the next few days. Thank you for your continued support of our events.

Best regards,

Jennifer

Jennifer Krupa

Special Events Coordinator

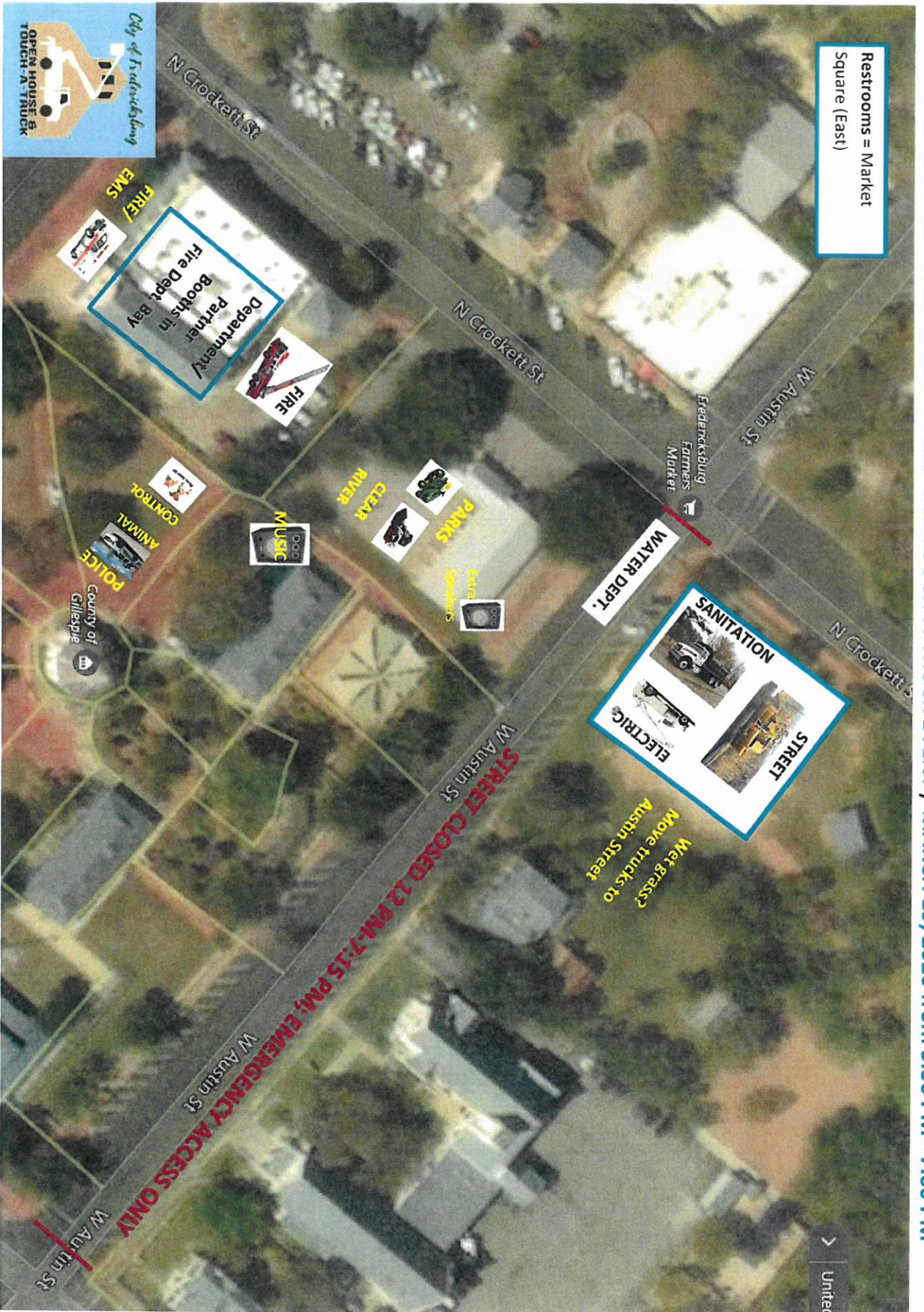
City of Fredericksburg

126 W Main St
Fredericksburg, Texas 78624

(830) 990-2044

jkrupa@fbgtx.org

3rd Annual CITY HALL OPEN HOUSE AND TOUCH-A-TRUCK EVENT / MARCH 19, 2020 from 3:30 PM - 7:00 PM



PRELIMINARY LAYOUT * DETAILS SUBJECT TO CHANGE



CITY COUNCIL MEMO

DATE: December 30, 2019

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Public Hearing

Summary:

A public hearing is required by State law to be held prior to the City considering a resolution approving participation in the Texas Pace program.

Recommendation:

Following the public hearing, a resolution will be included on the next Council agenda that would allow the City to participate in this program.

Background / Analysis:

In November the City Council received a presentation from John Clamp, Chief Financial Officer for the Alamo Area Council of Governments (AACOG), on the Texas Pace program. As you will recall, this program has been approved by the State to provide low-interest financing for local economic development projects that create energy savings in their new or renovated buildings. AACOG administers this program for several cities and counties in this area.

Cities and counties wanting to participate in this program are required to hold a public hearing prior to considering a resolution supporting the program. There will likely be several people at the public hearing who would like to speak including a representative from the Alpert Hotel project. The developer of this

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project would like to have access to this program to help with their financing. In addition, Mr. Clamp plans to attend the meeting to offer comments and respond to any questions.

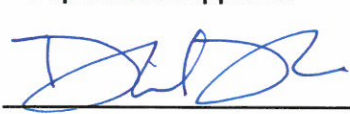
Attachments:



Department Approval



City Manager Approval



City Attorney Approval

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CITY COUNCIL MEMO

DATE: January 6, 2020

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Public Hearing on the Voluntary annexation of approximately 13.395 acres proposed as Stone Ridge Unit 10 located near the intersection of Lower Crabapple Road and Ellebracht Drive (1st of Two Hearings)

Summary:

The annexation consists of approximately 13.4 acres of land situated in Gillespie County, Texas along the south side Lower Crabapple Road and Ellebracht Drive, in the Stone Ridge development. As you can see from the overall plan of Stone Ridge, there will be one remaining phase to complete the project. There are currently 345 lots within Stone Ridge, and this phase will bring the total to 372 lots. The required public hearings are scheduled for January 6 and January 21, 2020. The Institution of Annexation Proceedings is scheduled for the weeks of February 10, 2020 (see attached annexation schedule).

On January 8, 2020, the Planning and Zoning Commission is scheduled to consider establishing R-1, Single Family Residential zoning on the property. This will be consistent with the previous phases of Stone Ridge. The City Council is scheduled to hold a public hearing on the zoning on January 21, 2020.

Recommendation:

Conduct the Public Hearing, no action is required.

Background / Analysis:

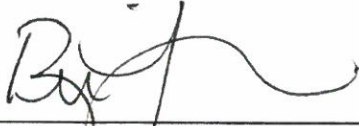
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Over the years, Stone Ridge has annexed and zoned the individual phases as they are developed. All public improvements, including utilities, drainage and streets will be the responsibility of the developer.

Attachments:

Overall Map of Stone Ridge, annexation petition and schedule



Department Approval



City Attorney Approval



City Manager Approval

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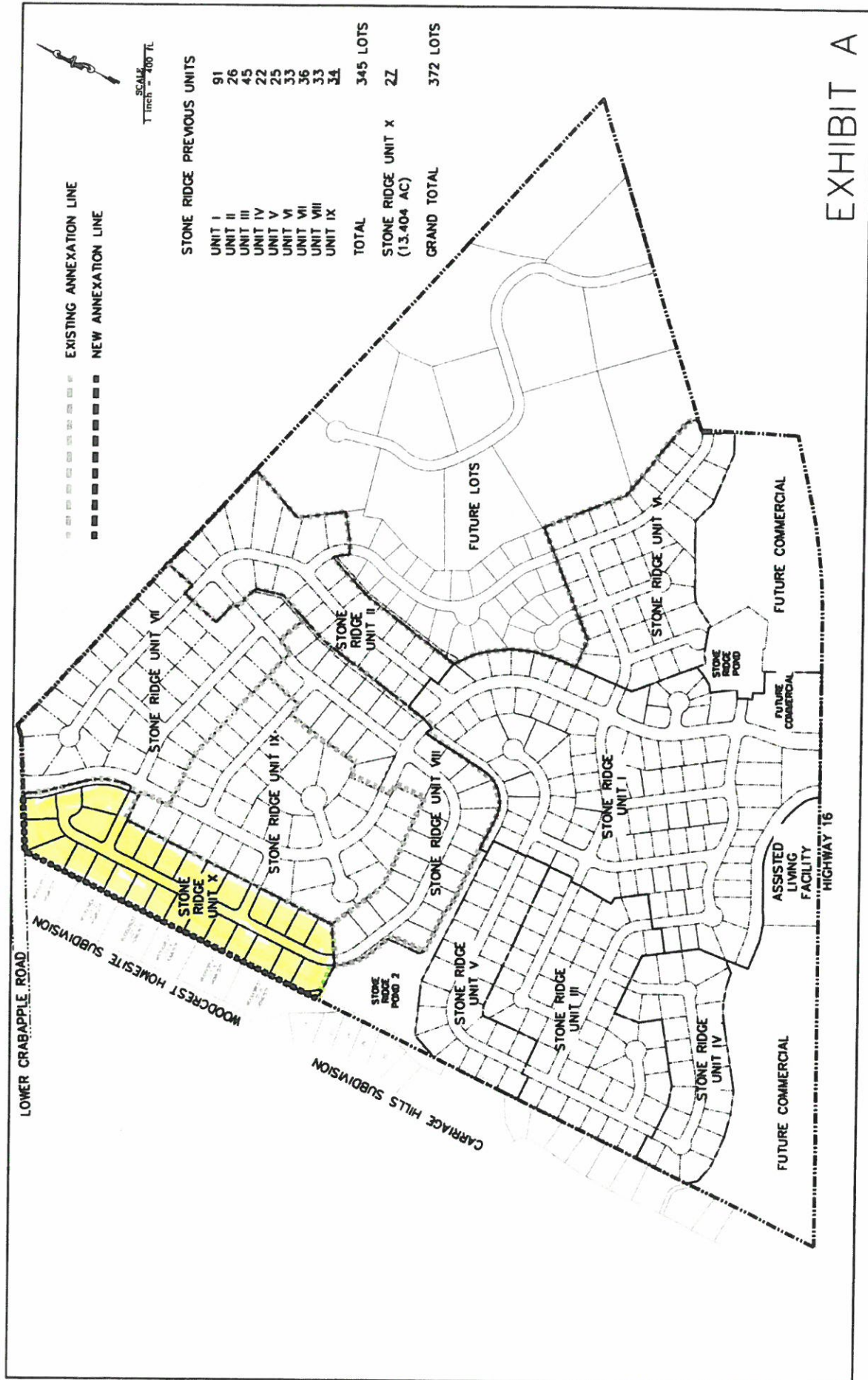


EXHIBIT A

Stone Ridge Unit 10 Annexation Schedule

December 18, 2019	Public Hearing Add for January 6, 2020 Meeting
January 6, 2020	1 st Public Hearing (City Council)
January 8, 2020	Public Hearing Add for January 20, 2020 Meeting Planning and Zoning Commission Meeting on Zoning
January 21, 2020	2 nd Public Hearing (City Council) City Council Meeting on Zoning
February 10-14, 2020	Meeting to Institute Annexation Proceedings (City Council)
May 10, 2020	90 day limitation on taking action



CITY COUNCIL MEMO

DATE: January 6, 2020

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Consider the Annexation of approximately 91.24 acres of land situated in Gillespie County, Texas and located along the south side of W. Live Oak Street, west of Post Oak road and the current City Limits)

Summary:

The annexation originally consisted of approximately 117.1 acres of land situated in Gillespie County, Texas along the south side of W. Live Oak Street, as shown on the accompanying map. Five property owners elected to sign the Pre-Annexation Development Agreement, resulting in the reduction of the area to 91.24 acres. The properties electing not to be annexed are reflected on the map attached to the Annexation Ordinance. The area consists primarily of properties located along the south side of W. Live Oak Street extending from east of Post Oak Road to west of Smokehouse Road. The property is characterized by primarily residences, vacant land and some commercial businesses.

Recommendation:

Approve the annexation ordinance, the Land Use Plan Ordinance, the Zoning Ordinance and Service Plan for the subject area and the Stewart Annexation Agreement.

Background / Analysis:

At the retreat in January, 2018, the City Council prioritized areas of the community for annexation. After the U.S. Highway 290 East corridor, the W. Live Oak Street area was determined as the next highest

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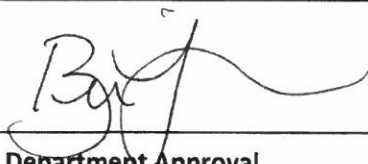
priority. On August 2, 2019, letters were sent to property owners who have a tax exemption for agricultural, wildlife or timber purposes, offering them a pre-annexation development agreement. This agreement allowed these property owners the ability not to be annexed as long as their property remained undeveloped and met certain requirements. A total of 7 properties qualified for the pre-annexation development agreement. Five property owners have signed the agreement and the Pre-Annexation Development Agreements have been finalized.

On September 6, 2019, letters were sent to all property owner's whose properties were included in the proposed annexation, advising them of the public hearing dates. The required public hearings were held October 7 and October 21, 2019, and the Institution of Annexation Proceedings was conducted November 12, 2019. Public Hearings on the Zoning and Land Use Plan were held October 8, 2019 (Planning and Zoning Commission) and October 21, 2019 (City Council). Favorable approval was given for both actions.

The City is required by statute to prepare a Service Plan for the areas being considered for annexation. The plan sets forth the timing and responsibilities for providing public services. Approval of the Service Plan is required. In addition to the Service Plan for the tracts being annexed, a separate Annexation Agreement has been requested by Mr. Bobby Stewart who owns the property at 740 W. Live Oak Street. Mr. Stewart has been working with the City for a while to develop an apartment complex on his site. Because a portion of Mr. Stewart's property fronting on Post Oak Road is in the process of being sold to LCRA, he has requested that his utilities be extended to the western edge of his property along Live Oak Street. We have revised the Utility extension plan to accommodate this request. The additional cost associated with the request is estimated to be approximately \$138,000.

Attachments:

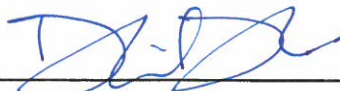
Annexation Ordinance, Land Use Plan Ordinance, Zoning Ordinance, Service Plan and Stewart Annexation Agreement



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

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ANNEXATION AGREEMENT
FOR THE LIVE OAK/POST OAK PLAN FOR DEVELOPMENT

This Annexation Agreement ("Agreement"), made and entered into this 3rd day of June, 2019, by and between the City of Fredericksburg ("City"), with an address of 126 W. Main Street, Fredericksburg, Texas, 78624, and CSE Commercial Real Estate, LP ("Developer"), with an address of 4956 N. O'Connor Road, Irving, Texas, 75062-2716.

RECITALS

WHEREAS, the Developer is the owner of record of certain real estate ("Subdivision Tract") legally described as follows:

Being all of that 15.657 acres tract of land situated in the City of Fredericksburg, Gillespie County, Texas, being parts of Outlots No. 118, 119, and 126, as said Outlots and Outlot street are shown on the Map of Fredericksburg, Texas and Environs by the German Emigration Company, said 15.657 acre tract being a portion of that 28.6 acre tract of land record in Instrument No. 20060105 of the official public records of Gillespie County, Texas, said 15.657 acre tract of land being more particularly described by metes and bounds description in Exhibit "A", a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Developer desires to have the Subdivision Tract annexed into the City, and the agreements contained herein are made in anticipation of the annexation of the Subdivision Tract; and

WHEREAS, the City Council, after due and careful consideration, finds that the annexation of the Subdivision Tract into the City will promote economic development and further the growth of the City, promote affordable and attainable housing in the City, enable the City to control the development of the area, and serves the best interests of the City.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties acknowledge and agree that the Subdivision Tract is presently located outside the city limits of the City, but is located within the extra territorial jurisdiction of the City. At a public City Council meeting, the City Council shall duly consider enacting an ordinance annexing the Subdivision Tract, pursuant to the City's pending annexation proceedings for the area that includes the Subdivision Tract.
2. Contemporaneously with the annexation of the Subdivision Tract under Paragraph 1 of this Agreement, the City Council shall also duly consider enacting an ordinance amending the

Zoning Ordinance of the City, to designate the zoning district of the Subdivision Tract as "R-3: Multi-Family Residential". The designation of the Subdivision Tract shall be carried out in accordance with the provisions and proceedings of the City of Fredericksburg Zoning Ordinance and City of Fredericksburg Comprehensive Plan. Any subsequent zoning amendments related to the Subdivision Tract and requested by the Developer shall be subject to the rules, regulations, and procedures set forth in the City of Fredericksburg Zoning Ordinance, and the same must be in conformity with the Comprehensive Plan for the City in effect at the time of the request.

3. Subsequent to the execution of this Agreement, the Developer may submit to the City a preliminary plat for the Subdivision Tract. Any preliminary plat submitted by Developer under this Agreement shall be processed by the City under the applicable City procedures and Ordinances existing at the time of submission of the plat to the City. The Parties acknowledge and agree that the Subdivision Tract shall be developed in accordance with said preliminary plat, and the dedications and easements shown thereon. The Developer shall be permitted a reasonable degree of flexibility with respect to changes or modifications of said preliminary plat due to engineering considerations, as is permitted by the Ordinances of the City. The Parties acknowledge and agree that all Exhibits attached to this Agreement are attached hereto solely for the purposes of clarification of the provisions of this Agreement, and the attachment of said Exhibits shall not be considered as an approval by the City of the plat or design of the Subdivision Tract. The Subdivision Tract may be constructed in Phases as designated by Developer, and this Agreement is made to set forth the terms and conditions of annexation and agreements and obligations of the Developer and the City with regarding each Phase of development.

4. The Developer shall pay to the City a fee in lieu of park land dedication and a park development fee, as set forth in Section 6.15 (Park Land Dedication) of Chapter 38 (Subdivisions) of the City Code of Ordinances.

5. Improvements to the City water and sewer system.

(a). The Parties acknowledge and agree that the Developer's proposed plans for the Subdivision Tract will require an improvement to the City's water and sewer system to properly provide City sanitary sewer and water service to the Subdivision Tract. The City agrees to design and construct, at City's sole expense, an extension of the City's water line, to be extended west along Live Oak Road to a point intersecting the northward projection of the western property line of the Subdivision Tract, said extension being more specifically shown on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference. The City agrees to design and construct, at City's sole expense, an extension of the City's sanitary sewer line, to be extended west along Live Oak Road to a point intersecting the northward projection of the western property line of the Subdivision Tract, said extension being more specifically shown on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference. The Developer shall acquire, at Developer's sole expense, all utility easements necessary for City to construct the extension of the City

water line and City sanitary sewer line under this Paragraph. The extension of the City water line and sanitary sewer line set forth in this Paragraph shall be constructed by the City within two (2) years from the date of annexation of the Subdivision Tract. The extension of the City water line and sanitary sewer line set forth in this Paragraph shall be constructed in conformance with all City ordinances and the Minimum Standards for street and utility design and the materials and specifications on file with the City Engineer, and construction services and materials shall be procured in conformance with applicable federal, state and local purchasing laws. The City's expenditure of public funds to extend the City water line and sanitary sewer line as set forth in this Paragraph is intended to promote attainable housing and economic development in the City. The City agrees to construct the extension of the City water line and sanitary sewer line under this Paragraph earlier than the timeline for capital improvements set forth in the proposed service plan for the City's annexation of the Subdivision Tract, and for the purposes of the construction timeline for the extension of the City water line and sanitary sewer line set forth in this Paragraph, this Paragraph shall supersede the service plan.

(b). The Developer agrees to design and construct, at Developer's sole expense, all remaining external and internal lines and taps to connect the Subdivision Tract to City's water and sewer system, constructed in conformance with all City ordinances and the Minimum Standards for street and utility design and the materials and specifications on file with the City Engineer. The Parties acknowledge and agree that the City will not construct or assume maintenance for any lift pumps, sewer pumps, pressure boosters, or any other item needed for adequate water or sewer service to the Subdivision Tract, excepting any costs the City is specifically obligated to provide under Paragraph 5(a) of this Agreement. The Developer acknowledges that a pressure boosting system may be necessary to deliver adequate water pressure to multiple story structures constructed on the Subdivision Tract, and the Developer shall be solely responsible for the costs of construction and maintenance of any pressure boosting system utilized by Developer on the Subdivision Tract. It is further understood and agreed by the Parties that development of the Subdivision Tract shall be subject to the impact fees of the City in effect at the time of required payment with regard to water and sewer. Impact fees shall become due and payable to the City for the Subdivision Tract at the time of issuance of a building permit for the Subdivision Tract.

(c). Drainage. It is anticipated that the development plan for the Subdivision Tract provides for privately maintained on-site lakes and ponds and other drainage systems as amenities which will also partially serve as the drainage system to comply with applicable drainage requirements. Any lakes, ponds and other drainage system facilities serving residential phases shall not be dedicated to the City, and shall be privately maintained by the Property Owners Association or Developer or its assigns. Prior to development, Developer will perform a drainage study and master plan for the entire Subdivision Tract. All lakes, ponds and 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. The City will require that the said structures be designed and maintained to accept and convey public waters from off the streets and off the Subdivision Tract. If Developer significantly changes its development plan, the City may require subsequent studies and the attendant approvals, improvements and alterations.

(d). Sewer. In order to minimize ongoing maintenance costs to the City, whenever possible the Subdivision Tract will be served through a sanitary sewer gravity flow collection system as described in the development plans submitted to the City by the Developer's engineering consultants. Installation and maintenance of individual household sanitary sewer grinder lift stations serving single lots will be the responsibility of the individual lot owner, not the City, and shall be shown in the City-approved construction plans.

6. Roadways and easements.

(a). It is agreed and understood that all roadway easements, utility easements, drainage easements, and any other public or private dedications or easements shown on the Subdivision Tract plat shall be acquired and constructed by Developer at Developer's sole cost, and in conformance with all City ordinances and the Minimum Standards for street and utility design and the materials and specifications on file with the City Engineer. Following construction, dedication, completion of the maintenance assurance period, and acceptance by the City, the public roadways shall be conveyed to the City and shall be maintained by the City as public roadways. All easements other than public roadways shall be maintained by the Parties in accordance with the City Subdivision Ordinance and City Storm Water Control and Detention Ordinance, and as set forth in Paragraph 9 of this Agreement. The City agrees to waive any requirement for the Developer to make improvements to Post Oak Road, provided that the Developer conveys any Post Oak Road frontage property held by Developer to a public utility provider.

(b). All roadways will be designed and constructed as determined by a Texas Registered Professional Engineer, provided by Developer, with said design to be approved by the City, and 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.

(c). Developer shall provide a Traffic Impact Study ("TIS") which includes the impact of the Subdivision Tract on adjacent City roadways, which is based on fully developed conditions. Developer, at Developer's expense, will make such improvements or alterations as described in said TIS, 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 of development at such time as outlined in the approved TIS. If Developer significantly changes the development plan, the City may require a subsequent TIS and the attendant improvements or alterations.

(d). Developer shall be solely responsible for coordinating with the United States Postal Service concerning the establishment and provision of U.S. Mail delivery to the Subdivision Tract.

7. Private drives and sidewalks.

(a). Any private drives, sidewalks, or other private utilities incorporated in developing the Subdivision Tract shall be constructed in conformance with all City ordinances and the Minimum Standards for street and utility design and the materials and specifications on file with the City Engineer. Developer shall not permit occupancy and the City shall not issue occupancy permits for any buildings or portions thereof located on the Subdivision Tract until such improvements are fully completed to serve the developed area, and unless provision is made by Developer to assure the maintenance of the same.

8. The Developer shall install and dedicate to the City all street lights as required by City ordinances in effect at the time of development.

9. The City agrees to provide for the maintenance of all public streets, storm water and drainage system (excluding retention ponds and detention areas), sanitary sewer and water main, and public rights-of-way in the development, following conveyance to the City and acceptance by City, as shown on the approved final plat of the Subdivision Tract and in accordance with the City Subdivision Ordinance and City Storm Water Control and Detention Ordinance.

10. The Parties acknowledge and agree that this Agreement shall not bind either party hereto until an annexation ordinance has been duly enacted and adopted by the City, as set forth in Paragraph 1 of this Agreement. The Parties acknowledge and agree that this Agreement shall not bind or hinder the independent or legislative powers of any City boards or commissions, and this Agreement shall be effective only if and upon adoption of the ordinance contemplated and as set forth in Paragraph 1 of this Agreement, the same to be completed on or before 90 days from the date of institution of Annexation proceedings by the City.

11. The effective date of this Agreement shall be the date of annexation of the Subdivision Tract to the City, as set forth in Paragraph 1 of this Agreement. 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 law 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 Subdivision Tract (or any portion of the Subdivision Tract) is annexed to the City of Fredericksburg, and if the City does not grant the requested zoning set forth in this Agreement, or if the City does not perform its obligations hereunder, then Developer may petition for disannexation and/or the City may disannex.

12. It is understood and agreed by the Parties hereto that time is of the essence of this

Agreement, and that all of the parties will make every reasonable effort to expedite the subject matters hereof.

13. The Parties mutually represent that they have taken and will take action as may be required to bring about the annexation of Subdivision Tract and the amendments, exceptions, and variances, as may be necessary or proper in order to zone and classify the Subdivision Tract 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.

14. This Agreement shall be binding upon the parties to it, their respective grantees, successors, assigns or lessees, subject to limitations provided by law.

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

16. The Developer covenants and agrees to fully indemnify, hold harmless and defend the City, its officers, agents, servants, and employees, from all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property including death, resulting from or in any way connected with this Agreement or the construction of the improvements or facilities described herein; and in addition, the Developer covenants to indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims, suits or cause of action of any nature whatsoever, brought for or on account of any injuries or damages to persons or property, including death, resulting from any failure to properly safeguard the work, or on account of any act or omission, intentional or otherwise, negligence or misconduct of the Developer, its contractors, agents, servants or employees.

17. Approval by the City of any plans, designs, or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be release of the responsibility and liability of the Developer or its engineers, employees, officers or agents for the accuracy and competency of their design and specifications. The Parties acknowledge and agree that the approval of any plans, designs, or specifications by the City signifies the City's approval on only the general design concept of the improvements to be constructed as the same relates to conformance with City ordinances.

18. Developer hereby advises City, and City acknowledges that Developer has been in negotiations for the sale of approximately seven (7) acres of land to the Lower Colorado River Authority (LCRA), located at the southernmost area of the Subdivision Tract. Should such sale occur, City agrees to allow Developer to revise the plans for development, and to allow two points of ingress/egress to the Subdivision Tract from Live Oak Road, if such ingress/egress is required by City, and feasible as determined by standard traffic engineering practices.

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

CSE Commercial Real Estate, LP, a Texas
Limited Partnership ("DEVELOPER")

By: Debco Partnership, LLC, a Texas
Limited Liability Company, its General Partner

By: _____
Bobby Stewart, Member

Date: _____

CITY OF FREDERICKSBURG, TEXAS ("CITY")

By: _____ Date: _____
Kent Myers, City Manager

EXHIBIT " A "

MDS

LAND SURVEYING COMPANY, INC.
BOUNDARY • TOPOGRAPHIC • CONSTRUCTION
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: 830-816-1818
EMAIL: MDSINC@GVTC.COM
FIRM NO. 10019600

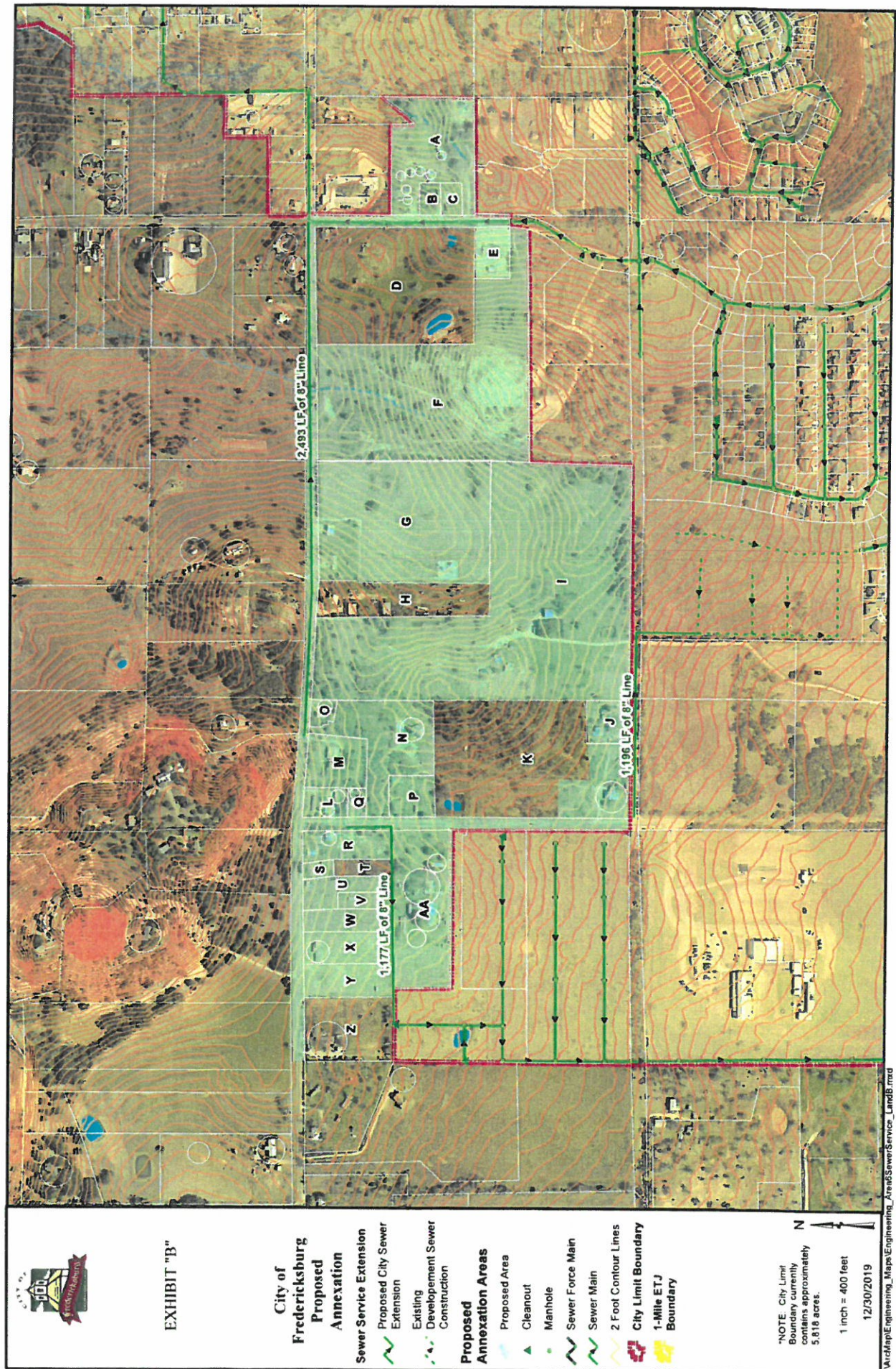
FIELD NOTES FOR A 15.657 ACRE TRACT OF LAND

BEING A 15.657 ACRES TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PARTS OF OUTLOTS NO. 118, 119, AND 126, AS SAID OUTLOTS AND OUTLOT STREET ARE SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY, SAID 15.657 ACRE TRACT BEING A PORTION OF THAT 28.6 ACRE TRACT OF LAND RECORD IN INSTRUMENT NO. 20060105 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 15.657 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at ½" rebar with "MDS" cap found in the east boundary line of the Mary Jeanne Carinas tract recorded in Volume 234, Page 40, Real Property Records of Gillespie County, Texas, said point being the northwest corner of a called 12.940 acre tract recorded in Document No. 20150105, Official Public Records of Gillespie County, Texas, said point being the southwest corner of the herein described tract;

- (1) **Thence, N 01° 32' 43" E**, along the east boundary line of the Mary Jeanne Carinas tract, the west boundary line of the herein described tract, a **distance of 186.66'** (N 01°33'40" E, record) to a ½" rebar with "MDS" cap found for angle at the northeast corner of the Mary Jeanne Carinas tract, the southeast corner of the Carol Wilson Smith called 10.0 acre tract recorded in Volume 160, Page 663, Deed Records of Gillespie County, Texas;
- (2) **Thence, N 00° 26' 33" E**, along the east boundary line of the Carol Wilson Smith called 10.0 acre tract, the west boundary line of the herein described tract, a **distance of 829.97'** (N 00°26'05" E, 829.99' record) to a ½" rebar with "BONN" cap found for corner at the northeast corner of the Carol Wilson Smith called 10.0 acre tract, the northwest corner of the herein described tract, said point being in the south line of West Live Oak Road;
- (3) **Thence, N 89° 59' 44" E**, along the south line of West Live Oak Road, the north boundary line of the herein described tract, a **distance of 563.69'** (N 89°58'25" E, 563.57' record) to a ½" rebar with "BONN" cap found for corner at the northeast corner of the herein described tract, the northwest corner of the Yvonne Klaerner called 10.0 acre tract recorded in Document No. 20123570, Official Public Records of Gillespie County, Texas;

- (4) Thence, S 00° 06' 02" W, departing the south line of West Live Oak Road, along the west boundary line of the Yvonne Klaerner called 10.0 acre tract, the east boundary line of the herein described tract, a **distance of 750.74'** (S 00° 04' 45.2" W, 750.0' record) to a ½" rebar with "BONN" cap found for interior corner at the southwest corner of the Yvonne Klaerner called 10.0 acre tract;
- (5) Thence, S 89° 41' 47" E, along the south boundary line of the Yvonne Klaerner called 10.0 acre tract, a north boundary line of the herein described tract, a **distance of 316.91'** (S 89° 44' 15" E, 316.9' record) to a "mag" nail found for corner at the northwest corner of the Central Texas Electric Cooperative, Inc. tract recorded in Volume 72, Page 167, Deed Records of Gillespie County, Texas;
- (6) Thence, S 00° 34' 30" W, departing the south boundary line of the Yvonne Klaerner called 10.0 acre tract, along the west boundary line of the Central Texas Electric Cooperative, Inc. tract, an east boundary line of the herein described tract, a **distance of 175.01'** (S 00° 35' 30" W, 175.25' record) to a "mag" nail found for corner at the southwest corner of the Central Texas Electric Cooperative, Inc. tract, an interior corner of the herein described tract;
- (7) Thence, S 89° 49' 46" E, along the south boundary line of the Central Texas Electric Cooperative, Inc. tract, a north boundary line of the herein described tract, a **distance of 248.94'** (S 89° 50' 40" E, 248.91' record) to a "mag" nail found for corner at the southeast corner of the Central Texas Electric Cooperative, Inc. tract, a northeast corner of the herein described tract;
- (8) Thence, S 01° 13' 35" W, along the east boundary line of the herein described tract, a **distance of 2.82'** to a "mag" nail found for the point of curvature of a curve to the right, said point being the northeast corner of the called 12.940 acre tract;
- (9) Thence, along a west boundary line of the called 12.940 acre tract, and along the arc of a curve to the right with a radius of 370.00 feet, a central angle of 13° 26' 42", an arc length of 86.82', and a chord which bears S 07° 56' 18" W, a **distance of 86.63'** to a ½" rebar with "MDS" cap set for the southeast corner of the herein described tract;
- (10) Thence, N 89° 59' 24" W, a **distance of 1125.87'** (N 89° 59' 24" W, 1125.87' record) to the **Place of Beginning** and containing 15.657 acres of land, more or less.



ORDINANCE NO. 2020-01

AN ORDINANCE ANNEXING TO THE CITY OF FREDERICKSBURG, TEXAS APPROXIMATELY 91.43 ACRES OF LAND, LOCATED ALONG THE SOUTH SIDE OF W. LIVE OAK STREET EXTENDING FROM EAST OF POST OAK ROAD TO WEST OF SMOKEHOUSE ROAD, GILLESPIE COUNTY, TEXAS; 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; AND ADOPTING AN ANNEXATION SERVICE PLAN FOR THE EXTENSION OF MUNICIPAL SERVICES INTO SAID TERRITORY AND THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES RELATED TO SUCH ANNEXATION.

WHEREAS, the City of Fredericksburg has previously instituted annexation proceedings for the following tracts or parcels of land totaling approximately 91.43 acres of land (the "Property") situated in Gillespie County, Texas, to-wit:

Starting with a total area of approximately 117.1 acres of land in Gillespie County, Texas, being comprised of, all or part of, the following list of German Emigration Company Outlots and Outlot streets as said Outlots are shown on the Map of Fredericksburg and as laid out by the German Emigration Company:

- 1) All of Outlot Number 120;
- 2) All of Outlot Number 121;
- 3) All of Outlot Number 122;
- 4) All of Outlot Number 123;
- 5) All of Outlot Number 124;
- 6) All of Outlot Number 125;
- 7) All of Outlot Number 126;
- 8) All of Outlot Number 127;
- 9) Part of Outlot Number 88;
- 10) Part of Outlot Number 118;
- 11) Part of Outlot Number 119;
- 12) Part of Outlot Number 191;
- 13) Part of Outlot Number 192;
- 14) All of the right-of-way of that certain portion of an Outlot Street

(known as West Live Oak Street) lying and being situated between the east line of an Outlot Street (known as Post Oak Road) and the northward projection of the west line of Outlot Number 191 across the said Outlot Street (known as West Live Oak Street);

- 15) All of the right-of-way of that certain portion of an Outlot Street (known as Smokehouse Road) lying and being situated between the south line of an Outlot Street (known as Post Oak Road) and the north line of an Outlot Street (known as West Windcrest Street); and
- 16) All of the right-of-way of that certain portion of an Outlot Street (known as Post Oak Road) lying and being situated between the south line of an Outlot Street (known as Post Oak Road) and the most northerly north line of that certain 13.73 acres of land found recorded described in *Instrument Number 20173129, Exhibit "A"*, of the Official Public Records of Gillespie County, Texas;

LESS, SAVE AND EXCEPT five (5) tracts of land within the above listed Outlots, totaling approximately 25.67 ACRES OF LAND, leaving a net annexation area of approximately 91.43 ACRES OF LAND;

SAID 91.43 ACRES OF LAND being more particularly described by metes and bounds on Exhibit "A" and as additionally shown on a map in Exhibit "B", copies of which are attached hereto and incorporated herein by reference; 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

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.

Section 3. That the Service Plan for the extension of municipal services to the Property, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, is hereby adopted by the City Council of the City of Fredericksburg, Texas, contemporaneously with the adoption of this Ordinance.

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

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

SAID 91.43 ACRES OF LAND being more particularly described by metes and bounds AS FOLLOWS:

BEGINNING at the intersection of the north line of an Outlot Street (known as West Live Oak Street) with the east line of an Outlot Street (known as Post Oak Road) for the most northerly northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 420 feet along a southward projection of the east line of Post Oak Road across West Live Oak Street and then along the east line of Post Oak Road, being now also the west line of Outlot Number 88, to the southwest corner of that certain 3.57 acres of land found recorded and described in Instrument Number 20067843, Exhibit "A", of the Official Public Records Of Gillespie County, Texas, for an interior corner of this tract of land;

THENCE in an easterly direction a distance of approximately 432 feet along the south line of the said 3.57 acres of land to the intersection of this line with the west line of that certain 1.25 acres of land found recorded and described in Instrument Number 20140434, Exhibit "A", of the Official Public Records of Gillespie County, Texas for a corner of this tract of land;

THENCE in a southerly direction a distance of approximately 116 feet along the west line of the said 1.25 acres of land to its southwest corner for an interior corner of this tract of land;

THENCE in a northeasterly direction a distance of approximately 213 feet along the south line of the said 1.25 acres of land to the intersection of this line with the east line of Outlot Number 88 for the southeast corner of the said 1.25 acres of land and also the most southerly northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 441 feet along the east line of said Outlot Number 88 to the southeast corner of said Outlot Number 88. Said corner being also the northeast corner of Tract 3 of the Windcrest Medical Addition found recorded in Volume 4, Page 55 of the Gillespie County Plat Records and also the most northerly southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 565 feet along the north line of said Tract 3 of the Windcrest Medical Addition, being also the south line of Outlot Number 88 to the intersection of this line with the east line of an Outlot Street (known as Post Oak Road) for the northwest corner of said Tract 3, being also the southwest corner of Outlot Number 88, the northwest corner of Outlot Number 87, and an interior corner of this tract of land;

THENCE in a southerly direction a distance of approximately 175 feet along the east line of the said Outlot Street (known as Post Oak Road) and the west line of both Outlot Number 87 and said Tract 3 of the Windcrest Medical Addition to the northeast corner of that certain 13.73 acres of land found and described in Instrument Number 20173129, Exhibit "A", of the Official Public Records of Gillespie County, Texas, for a southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 58 feet along the most northerly north line of the said 13.73 acres of land to the intersection of this line with the west line of the said Outlot Street (known as Post Oak Road) for the N.N.W. corner of the said 13.73 acres of land, being also the southeast corner of the Central Texas Electric Cooperative, Inc. tract found recorded in Volume 72, Page 167 of the Gillespie County Deed Records. Said corner being an interior corner of this tract of land;

THENCE in a southerly direction a distance of approximately 90 feet along the most easterly west line of the said 13.73 acres of land, being the west line of the said Outlot Street (known as Post Oak Road) and then the curvilinear west line of a proposed extension of Post Oak Road to an interior corner of the said 13.73 acres of land for a southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 1,126 feet along the most southerly north line of the said 13.73 acres of land, crossing Outlot Number 118 and then crossing Outlot Number 119, to the intersection of this line with the west line of Outlot Number 119 for the most westerly northwest corner of the said 13.73 acres of land, and being also an interior corner of this tract of land;

THENCE in a southerly direction a distance of approximately 500 feet along the most westerly west line of the said 13.73 acres of land and the west line of said Outlot Number 119, being also the east line of Outlot Number 120, to the intersection of this line with the north line of an Outlot Street (known as West Windcrest Street) for the southwest corner of the said 13.73 acres of land, being also the southwest corner of Outlot Number 119, the southeast corner of Outlot Number 120, and the most southerly southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 1,784 feet along the north line of the said Outlot Street (known as West Windcrest Street), being also the south line of Outlot Number 120, and then also the south line of Outlot Number 121, and then also the south line of Outlot Number 122, and then crossing an Outlot Street (known as Smokehouse Road) to the southeast corner of Outlot Number 183 for the most southerly southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 863 feet along the west line of the said Outlot Street (known as Smokehouse Road), being also the east line of said Outlot Number 183 and then also the east line of Outlot Number 192, to the southeast corner of Lot 1 of the Seipp Subdivision found recorded in Volume 1, Page 151 of the Gillespie County Plat Records for an interior corner of this tract of land;

THENCE in a westerly direction a distance of approximately 770 feet along the south line of said Lot 1 of the Seipp Subdivision, being also the most southerly north line of Lot 2B-2R of a Minor Plat of the Seipp Subdivision found recorded in Volume 5, Page 147 of the Gillespie County Plat Records, to the southwest corner of said Lot 1 of the Seipp Subdivision. Said corner being also an interior corner of said Lot 2B-2R and a southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 277 feet along the west line of said Lot 1 of the Seipp Subdivision and the most northerly east line of said Lot 2B-2R of the said Minor Plat of Seipp Subdivision to the northwest corner of said Lot 1 and the most northerly northeast corner of said Lot 2B-2R for an interior corner of this tract of land;

THENCE in a westerly direction a distance of approximately 352 feet along the most northerly north line of said Lot 2B-2R of the said Minor Plat of Seipp Subdivision to the intersection of this line with the west line of Outlot Number 191 for the northwest corner of said Lot 2B-2R and the most northerly southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 490 feet along the west line of said Outlot Number 191 and a northward projection thereof across an Outlot Street (known as West Live Oak

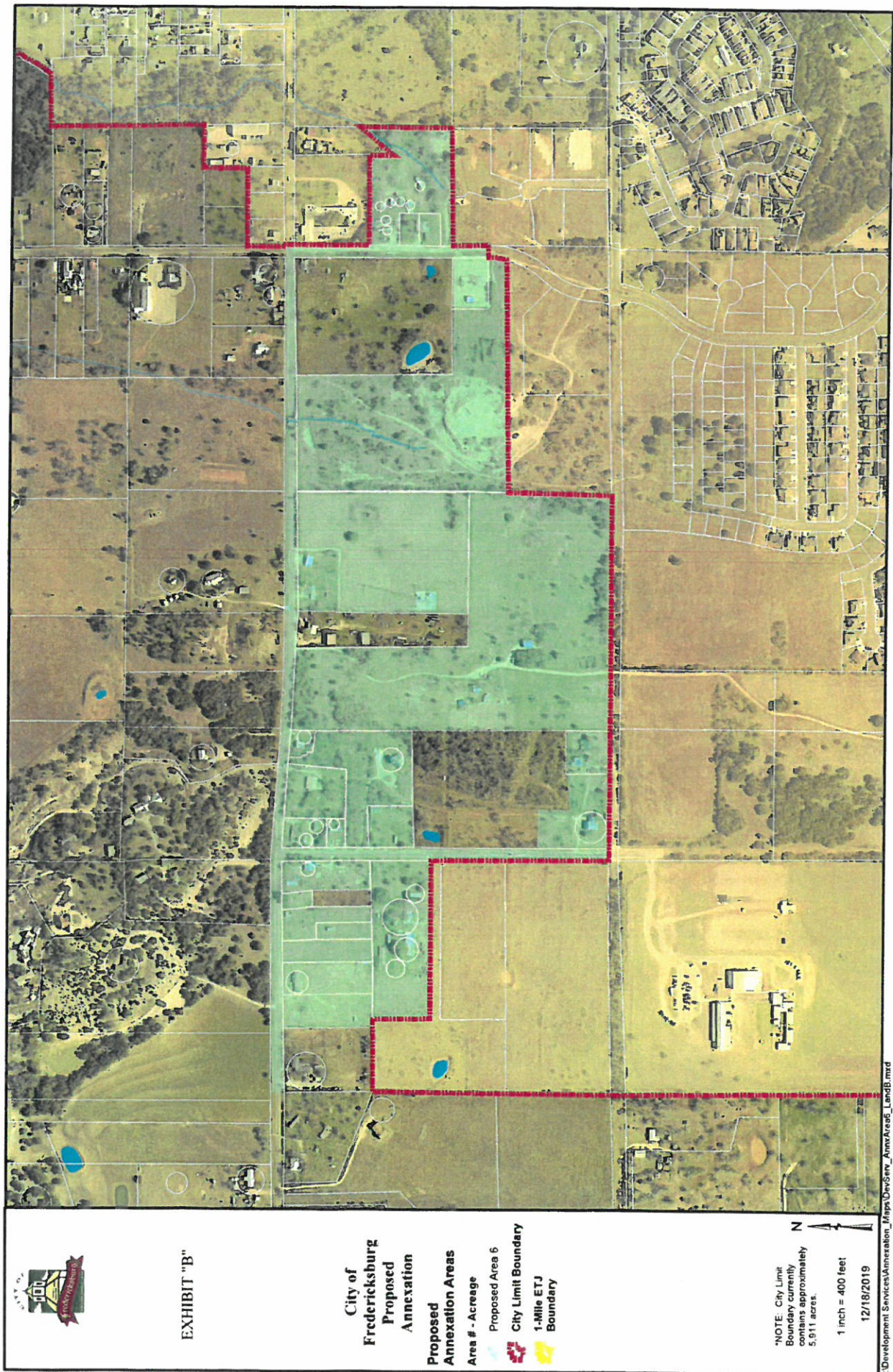
Street) to the intersection of this line with the north line of the said Outlot Street (known as West Live Oak Street) for the northwest corner of this tract;

THENCE in an easterly direction a distance of approximately 4,123 feet along the north line of the said Outlot Street (known as West Live Oak Street) to the PLACE OF BEGINNING, and containing approximately 117.1 acres of land;

LESS, SAVE AND EXCEPT five (5) tracts of land within the above listed Outlots, totaling approximately 25.67 ACRES OF LAND, as follows:

1. BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas;
2. BEING 3.20 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Exhibit A in Substitute Trustee's Deed dated December 10, 1993, and recorded in Vol 258, Page 205-212 of the Deed Records of Gillespie County, Texas;
3. BEING 10.00 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Warranty Deed with Vendor's Lien, dated June 8, 1978, and recorded in Vol 125, Page 228 of the Deed Records of Gillespie County, Texas;
4. BEING 3.108 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Exhibit "A" in the Special Warranty Deed with Vendor's Lien, dated June 10, 2004, and recorded in Vol 555, Page 971-979 of the Deed Records of Gillespie County, Texas; and
5. BEING 8.857 acre of land situated in Gillespie County, Texas, more fully described as Lot 3 of the Replat of Smokehouse Ranch, recorded in Vol 5, Page 195, of the Plat Records of Gillespie County, Texas.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



City of Fredericksburg
Annexation Service Plan
For Annexation Parcel 2019-02

I. TERRITORY

This service plan is applicable to approximately 91.43 acres of land located along the south side of West Live Oak Street in Gillespie County, Texas (the "Annexation Parcel"), as additionally shown on a map of the area set forth in Exhibit B. The Annexation Parcel consists primarily of properties located along the south side of West Live Oak Street, extending from Post Oak Road to the west of Smokehouse Road.

II. GENERAL PROVISIONS

a. Effective Term. This service plan shall be in effect for a ten-year period commencing on the effective date of the annexation.

b. Amendment or Renewal. This service plan may be amended from time to time as provided by Local Government Code. Renewal of this service plan shall be at the sole option of the Fredericksburg City Council.

c. Intent. It is the intent of the City of Fredericksburg that this service plan shall provide for the delivery of full municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed area. The delivery of municipal services may be accomplished through any means permitted by law.

d. Level of Services to be Provided. It is the intent of the City of Fredericksburg to provide the level of services required by State law. The City Council finds and determines that the level of services, infrastructure and infrastructure maintenance provided within the area prior to annexation is not greater than is provided in the City. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with reasonably similar topography, land use, and population density. The City Council finds and determines that implementation of this plan in the manner proposed will not reduce the level of fire, police, and emergency medical services available within the City.

III. SERVICES TO BE PROVIDED AT ANNEXATION

The following services will be provided within the annexed area immediately upon the effective date of the annexation. In the case of a gated subdivision, it will be the responsibility of the Property Owners Association (POA) of the gated subdivision to allow timely emergency service access and City staff access, particularly in cases where the access mechanism changes on or after annexation.

a. Police Protection. The City of Fredericksburg Police Department will provide police services, including criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. It is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the City of Fredericksburg Police Department headquarters, located at 1601 E. Main Street.

b. Fire Protection and Emergency Medical Services. The City of Fredericksburg Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The City of Fredericksburg Emergency Medical Services (EMS) Department will provide primary EMS services within the annexed area. Firefighters may be dispatched to the scene of accidents or other medical emergencies to assist EMS personnel or to provide "first responder" services pending the arrival of EMS personnel.

c. Solid Waste Collection. The City provides fee based household garbage collection services to single family residences within the City. The City provides a single drop off location for recycling collection within the City. The City does not collect garbage from commercial establishments. Commercial garbage collection and disposal and/or recycling and is available from privately owned collection businesses.

The City currently provides residential garbage collection at the street curb using an automated collection system that requires use of specific collection containers. In accordance with the City's current policy, each residential garbage customer will be provided a collection container for waste disposal. The City does not currently provide recycling collection at the street curb.

Privately owned solid waste management service providers currently provide collection services within the annexed area and may continue to provide such services. Pursuant to Local Government Code, at any time before the second anniversary of the date an area is included within the corporate boundaries of a the City by annexation, the City may not (1) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or (2) offer solid waste management services in the area unless a privately owned solid waste management service provider is unavailable. The City will commence residential collections services prior to the second anniversary of annexation if

requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

d. Maintenance of Water and Wastewater Facilities. The annexation territory is not currently within the service area of the City of Fredericksburg. The extension of City utility services to areas not within the service area of another water or wastewater utility service provider will be provided in accordance with the City's capital improvement plan described in Article IV of this service plan, and the City's water and wastewater utility extension policies that are described in Article V of this service plan.

The City does not maintain privately owned water wells or septic or aerobic wastewater systems. Property owners who currently have water wells, septic or aerobic wastewater systems may keep them as long as they are maintained in proper working order. When City wastewater disposal facilities are available to serve existing development the City may require connection to the City system instead of permitting the installation of new septic or aerobic disposal systems. Mandatory connection to the City wastewater system will not be required where existing systems remain in good working order and do not present a threat to public health or safety.

e. Maintenance of Roads, Streets, Street Lighting, and Drainage Infrastructure. The City is currently not responsible for the maintenance of public roads, streets, street lighting, and drainage infrastructure in the annexed area.

The City will assume the responsibility for maintenance of public roads, streets, street lighting, and drainage infrastructure previously accepted for maintenance by official action of the Commissioners Court of Gillespie County. Any such roads, streets, street lighting, or drainage infrastructure formerly maintained by Gillespie County that become subject to City maintenance will be maintained in a condition which is at least equal to the Gillespie County maintenance standard, however, the City will not be required to reconstruct or upgrade such streets to a higher standard.

It is the responsibility of a developer to construct or provide new roads, streets, street lighting, and drainage infrastructure necessary to serve the demands of new development in the areas to be annexed. The City may accept the dedication of public streets and/or drainage infrastructure constructed in accordance with applicable development regulations of the City.

f. Maintenance of Parks, Playgrounds and Swimming Pools. There are no public parks, public playgrounds, or public swimming pools within the area to be annexed.

g. Maintenance of any other Public Building, Facility or Service. Annexation does not transfer ownership of public buildings, facilities or services,

all of which should continue to be maintained or provided by the public entity that currently owns or provides them. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

An appropriate City Department will be assigned to assume responsibility for the maintenance or provision of any required facilities or services which become the responsibility of the City and are not expressly provided for by this service plan.

IV. CAPITAL IMPROVEMENTS PLAN

Construction of the following capital improvements related to the annexation will be substantially completed within 2½ years, except for certain services that the City cannot reasonably provide within that period, and for which the City proposes a schedule set forth below to provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation.

a. Police Protection. No additional capital improvements are needed at this time to provide police services.

b. Fire Protection. No capital improvements are needed at this time to provide fire protection services.

c. Solid Waste Collection. No capital improvements are needed at this time to provide solid waste collection services.

d. Water and Wastewater Facilities. The City cannot reasonably provide full water and wastewater services to the annexed area within 2½ years. To provide for the provision of full municipal water and wastewater services to the annexed area no later than 4 ½ years after the effective date of the annexation, the City proposes a schedule set forth below:

Water Service - Design and construction of water infrastructure including, but not limited to water lines, water valves, fire hydrants, and other appurtenances necessary.

Design of water line infrastructure to be complete by September 2022.

Construction of water line infrastructure to be complete by December 2023.

Wastewater Service - Design and construction of wastewater infrastructure including, but not limited to gravity sanitary sewer system, and other appurtenance necessary.

Design of wastewater infrastructure to be complete by September 2022.

Construction of wastewater infrastructure to be complete by December 2023.

e. Roads, Streets, Street Lighting, and Drainage Infrastructure. No new roads, streets, street lights, or drainage infrastructure is needed at this time. It will be the responsibility of a developer of any property to provide the new roads, streets, and drainage infrastructure necessary to serve new development within the annexed area.

f. Parks, Playgrounds and Swimming Pools. No capital improvements are needed at this time to provide recreational services.

g. Other Public Buildings, Facilities or Services. No capital improvements are needed at this time to provide other public services.

V. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The City provides fee based water and wastewater services to the portions of the City which are not within the service area of another water or wastewater utility provider. For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the City's standard requirements. Upon construction and dedication by the owner/developer the City agrees to provide services via the facilities and thereafter to maintain them.

Facilities necessary to serve any new development are generally provided at the sole cost of the developer. Such facilities include not only those which are located within the developer's property, but also any exterior mains which must be extended to connect the property under development to the point of connection with the City's existing facilities. The City need not compensate the developer for the ordinary costs of extending exterior mains.

The City may require that the developer provide oversized water or wastewater facilities. In such cases the City will pay the reasonable cost of such oversizing. Whether or not a particular line sizing constitutes "oversizing," is determined upon the basis of generally accepted sound engineering design practices.

In newly annexed areas the City examines the need for line extensions to

serve existing development that does not currently receive water or wastewater services. The City will determine the need for the construction of lines and facilities to serve existing development after giving due consideration to the topography, land use, population density, the adequacy of existing private water wells and septic tanks and anticipated levels of demand. The City will not undertake line extensions to serve such existing development unless the new lines will be logical, reasonable and prudent extensions of the City's existing facilities. From time to time, upon the request of an interested property owner the City will consider whether or not line extensions previously deemed unnecessary have become necessary as a result of changed conditions. The City may recover the capital costs of extending water or wastewater facilities to serve existing development through the use of impact fees, assessments or any other method authorized by law.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING A CHANGE IN THE COMPREHENSIVE PLAN OF THE CITY OF FREDERICKSBURG; SPECIFICALLY IN THE LAND USE MAP AND COMPREHENSIVE PLAN AS TO TRACTS LOCATED ALONG THE SOUTH SIDE OF W. LIVE OAK STREET EXTENDING FROM EAST OF POST OAK ROAD TO WEST OF SMOKEHOUSE ROAD; CHANGING SAID PROPERTY TO COMMERCIAL, PUBLIC, AND HIGH DENSITY RESIDENTIAL; PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon adoption of the Comprehensive Plan for the City of Fredericksburg, the City Council recognized, as is required by such Plan, that such Plan is not static but must be re-evaluated in terms of physical, environmental, social, economic and public value factors which have occurred since the adoption of the Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Fredericksburg has re-evaluated such Plan and has recommended that such Plan be changed, and that the Land Use Plan be amended to reflect such changes in land use; and

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

WHEREAS, the City Council has specifically found, following the public hearing, that such change is consistent with the objectives of the Comprehensive Plan of the City of Fredericksburg and that it would be in the best interests of the public that such change be made.

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

Section 1. That the Comprehensive Plan of the City of Fredericksburg is hereby amended to incorporate the certain changes to the Land Use Plan as follows:

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 25.4 acres of land, being comprised of all of Outlot Number 126, all of Outlot Number 127, part of Outlot Number 118, and part of Outlot Number 119 as said Outlots are shown on the Map of Fredericksburg and as said Outlots were laid out by the German Emigration Company, said 25.4 acres being more particularly described by metes and bounds attached hereto as

Exhibit A and on the map attached hereto as Exhibit D, are hereby designated as HIGH DENSITY RESIDENTIAL.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 5.0 acres of land, being part of Outlot Number 88 as said Outlot is shown of the Map of Fredericksburg and as laid out by the German Emigration Company, said 5.0 acres of land being more particularly described by metes and bounds attached hereto as Exhibit B, and as shown on the map attached hereto as Exhibit D, are hereby designated as COMMERCIAL.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 1.0 acre of land, being part of Outlot Number 118 as said Outlot is shown on the Map of Fredericksburg and as laid out by the German Emigration Company, said 1.0 acre of land being all of the Central Texas Electric Co-operative, Inc. tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records, and being more particularly described by metes and bounds attached hereto as Exhibit C, and as shown on the map attached hereto as Exhibit D, are hereby designated as PUBLIC.

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Comprehensive Plan or to the Land Use Map shall henceforth refer to such as are 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 Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

APPROXIMATELY 25.4 ACRES OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING COMPRISED OF ALL OF OUTLOT NUMBER 126, ALL OF OUTLOT NUMBER 127, PART OF OUTLOT NUMBER 118, AND PART OF OUTLOT NUMBER 119 AS SAID OUTLOTS ARE SHOWN ON THE MAP OF FREDERICKSBURG AND AS SAID OUTLOTS WERE LAID OUT BY THE GERMAN EMIGRATION COMPANY. SAID 25.4 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south line of West Live Oak Street for the northeast corner of Outlot Number 125 and the northwest corner of Outlot Number 126. This said Outlot Corner being the northwest corner of this tract of land;

THENCE in an easterly direction a distance of approximately 1,130 feet along the south line of West Live Oak Street, being also along the north line of Outlot Number 126, and then also along the north line of Outlot Number 127, to the intersection of this line with the west line of Post Oak Road for the northeast corner of both Outlot Number 127 and this tract of land;

THENCE in a southerly direction a distance of approximately 750 feet along the west line of Post Oak Road, being also along the east line of Outlot Number 127 to the southeast corner of Outlot Number 127, being also the northeast corner of Outlot Number 118, for a corner of this tract of land. Said corner being also the northeast corner of the Central Texas Electric Co-Operative, Inc. (CTEC) tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records;

THENCE in a westerly direction a distance of approximately 249 feet along the north line of said Outlot Number 118 and the north line of the said CTEC tract to the northwest corner of the said CTEC tract for an interior corner of this tract of land;

THENCE in a southerly direction a distance of approximately 175 feet along the west line of the said CTEC tract to the southwest corner of the said CTEC tract for an interior corner of this tract of land;

THENCE in an easterly direction a distance approximately 249 feet along the south line of the said CTEC tract to the intersection of this line with the west line of Post Oak Road, being also the east line of Outlot Number 118, for the southeast corner of the said CTEC tract and also a corner of this tract of land;

THENCE in a southerly direction a distance of approximately 90 feet along the most easterly west line of that certain 13.73 acres of land found recorded and described in Instrument Number 20173129, Exhibit "A", of the Official Public Records of Gillespie County, Texas, being also the west line of Post Oak Road and then being also the curvilinear west line of a proposed extension of Post Oak Road to an interior corner of the said 13.73 acres of land for the southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 1,126 feet along the most southerly north line of the said 13.73 acres of land, crossing Outlot Number 118 and then crossing Outlot Number 119, to the intersection of this line with the west line of Outlot Number 119 for the most westerly northwest corner of the said 13.73 acres of land and the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 1,017 feet along the west line of Outlot Number 119 and then along the west line of Outlot Number 126 to the PLACE OF BEGINNING, and containing approximately 25.4 acres of land.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "B"

APPROXIMATELY 5.0 ACRES OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF OUTLOT NUMBER 88 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG AND AS LAID OUT BY THE GERMAN EMIGRATION COMPANY. SAID 5.0 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at the intersection of the south line of West Live Oak Street with the east line of Post Oak Road for the northwest corner of Outlot Number 88, being also the northwest corner of that certain 3.57 acres of land found recorded and described in Instrument Number 20067843, Exhibit "A", of the Official Public Records of Gillespie County, Texas;

THENCE in a southerly direction a distance of approximately 360 feet along the east line of Post Oak Road, being also the west line of both Outlot Number 88 and the said 3.57 acres of land, to the southwest corner of the said 3.57 acres of land for the PLACE OF BEGINNING of this tract of land;

THENCE in an easterly direction a distance of approximately 432 feet along the south line of the said 3.57 acres of land to the intersection of this line with the west line of that certain 1.25 acres of land found recorded and described in Instrument Number 20140434, Exhibit "A", of the Official Public Records of Gillespie County, Texas, for a corner of this tract of land;

THENCE in a southerly direction a distance of approximately 116 feet along the west line of the said 1.25 acres of land to its southwest corner for an interior corner of this tract of land;

THENCE in a northeasterly direction a distance of approximately 213 feet along the south line of the said 1.25 acres of land to the intersection of this line with the east line of Outlot Number 88 for the southeast corner of the said 1.25 acres of land and also the northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 441 feet along the east line of said Outlot Number 88 to the southeast corner of said Outlot Number 88. Said corner being also the northeast corner of Tract 3 of the Windcrest Medical Addition found recorded in Volume 4, Page 55 of the Gillespie County Plat Records and also the southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 565 feet along the north line of said Tract 3 of the Windcrest Medical Addition, being also the south line of Outlot Number 88 to the intersection of this line with the east line of Post Oak Road for the northwest corner of said Tract 3, being also the southwest corner of Outlot Number 88, the northwest corner of Outlot Number 87, and the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 395 feet along east line of Post Oak Road and the west line of Outlot Number 88 to the PLACE OF BEGINNING, and containing approximately 5.0 acres of land.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

APPROXIMATELY 1.0 ACRE OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF OUTLOT NUMBER 118 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG AND AS LAID OUT BY THE GERMAN EMIGRATION COMPANY. SAID 1.0 ACRE OF LAND BEING ALL OF THE CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. TRACT FOUND RECORDED AND DESCRIBED IN VOLUME 72, PAGE 167 OF THE GILLESPIE COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the west line of Post Oak Road for the southeast corner of Outlot Number 127 and the northeast corner of Outlot Number 118. This said Outlot Corner being the northeast corner of the Central Texas Electric Co-Operative, Inc. (CTEC) tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records and being also the northeast corner of this tract of land;

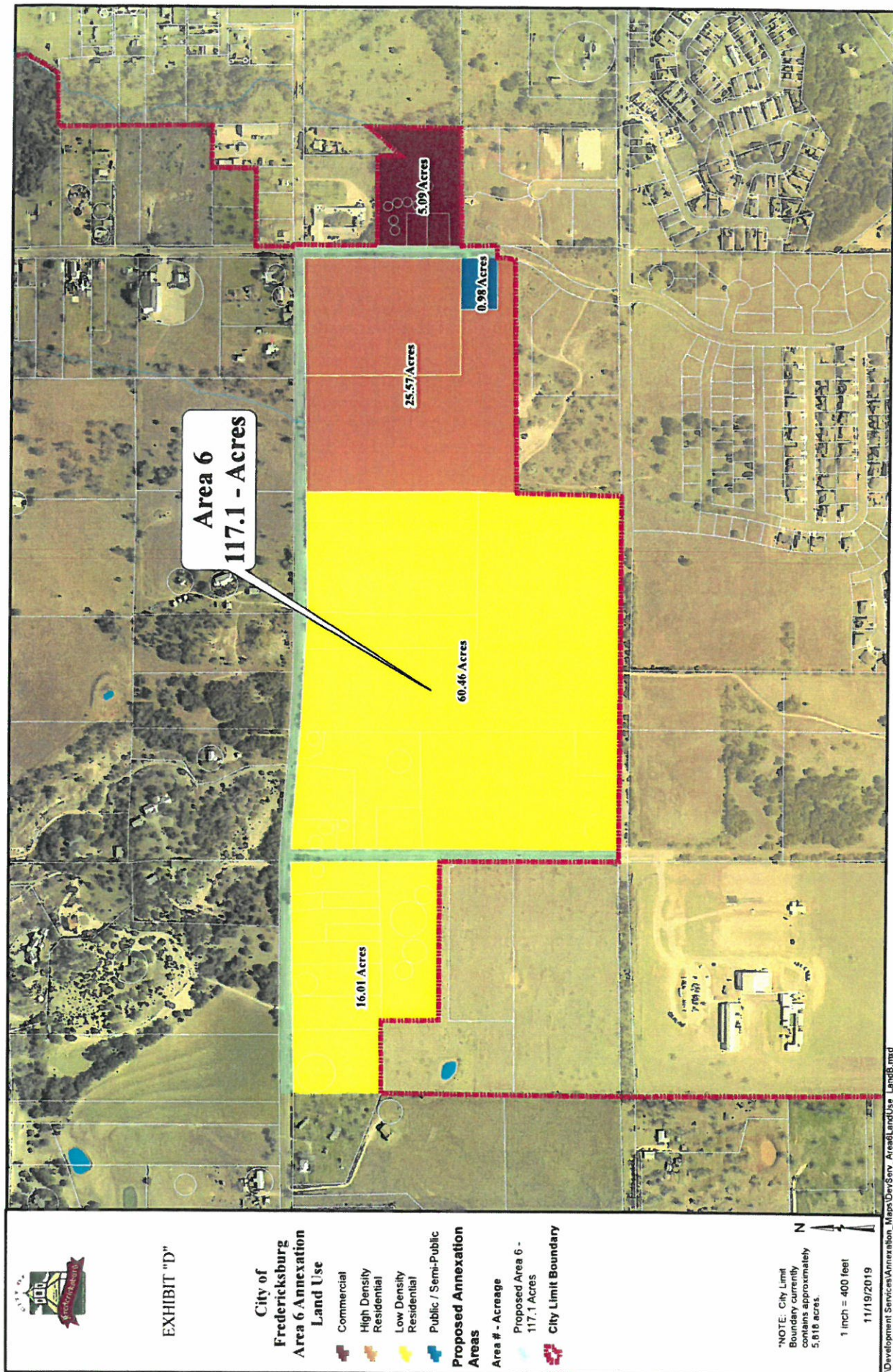
THENCE in a southerly direction a distance of approximately 175 feet along the west line of Post Oak Road, being also the east line of said Outlot Number 118, to the southeast corner of the said CTEC tract for the southeast corner this tract of land;

THENCE in a westerly direction a distance of approximately 249 feet along the south line of the said CTEC tract to its southwest corner for the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 175 feet along the west line of the said CTEC tract to the intersection of this line with the south line of Outlot Number 127 and the north line of Outlot Number 118 for the northwest corner of both the said CTEC tract and this tract of land;

THENCE in an easterly direction a distance of approximately 249 feet along the south line of said Outlot Number 127 and the north line of both said Outlot Number 118 and the said CTEC tract to the PLACE OF BEGINNING, and containing approximately 1.0 acre of land.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND ESTABLISHING THE ZONING DISTRICT AS TO TRACTS LOCATED ALONG THE SOUTH SIDE OF W. LIVE OAK STREET, EXTENDING FROM EAST OF POST OAK ROAD TO WEST OF SMOKEHOUSE ROAD, UPON ANNEXATION INTO THE CITY OF FREDERICKSBURG, TEXAS; ESTABLISHING RESIDENTIAL, PUBLIC FACILITIES, AND COMMERCIAL ZONING FOR SAID PROPERTY UPON ANNEXATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for an amendment of the Zoning Ordinance, related to the establishment of zoning for certain tracts upon annexation, has been initiated by the City; 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 zoning 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 either 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, specifically identified as approximately 5.0 acres of land, being part of Outlot Number 88 as said Outlot is shown on the Map of Fredericksburg and as laid out by the German Emigration Company, said 5.0 acres of land being

more particularly described by metes and bounds attached hereto as Exhibit A, and as additionally shown and designated on the map attached hereto as Exhibit F, to be and is hereby zoned and designated as C-1: NEIGHBORHOOD COMMERCIAL.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 1.0 acre of land, being part of Outlot Number 118 as said Outlot is shown on the Map of Fredericksburg and as laid out by the German Emigration Company, said 1.0 acre of land being all of the Central Texas Electric Co-operative, Inc. tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records, and being more particularly described by metes and bounds attached hereto as Exhibit B, and as additionally shown and designated on the map attached hereto as Exhibit F, to be and is hereby zoned and designated as PF: PUBLIC FACILITIES.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 15.4 acres of land, being parts of Outlot Number 126, Outlot Number 127, Outlot Number 118, and Outlot Number 119, as said Outlots are shown of the Map of Fredericksburg and as laid out by the German Emigration Company, said 15.4 acres of land being more particularly described by metes and bounds attached hereto as Exhibit C, and as additionally shown and designated on the map attached hereto as Exhibit F, to be and is hereby zoned and designated as R-3: MULTI-FAMILY RESIDENTIAL.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 48.44 acres of land, being parts of Outlot Number 120, Outlot Number 121, Outlot Number 122, Outlot Number 123, Outlot Number 124, and Outlot Number 125, as said Outlots are shown of the Map of Fredericksburg and as laid out by the German Emigration Company, said 48.44 acres of land being more particularly described by metes and bounds attached hereto as Exhibit D, and as additionally shown and designated on the map attached hereto as Exhibit F, to be and is hereby zoned and designated as R-1: SINGLE FAMILY RESIDENTIAL.

All of those certain lots, tracts, or parcels of land, specifically identified as approximately 12.38 acres of land, being parts of Outlot Number 191 and Outlot Number 192, as said Outlots are shown of the Map of Fredericksburg and as laid out by the German Emigration Company, said 12.38 acres of land being more particularly described by metes and bounds attached hereto as Exhibit E, and as additionally shown and designated on the map attached hereto as Exhibit F, to be and is hereby zoned and designated as R-1: SINGLE FAMILY RESIDENTIAL.

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 Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

APPROXIMATELY 5.0 ACRES OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF OUTLOT NUMBER 88 AS SAID OUTLOT IS SHOWN OF THE MAP OF FREDERICKSBURG AND AS LAID OUT BY THE GERMAN EMIGRATION COMPANY. SAID 5.0 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at the intersection of the south line of West Live Oak Street with the east line of Post Oak Road for the northwest corner of Outlot Number 88, being also the northwest corner of that certain 3.57 acres of land found recorded and described in Instrument Number 20067843, Exhibit "A", of the Official Public Records of Gillespie County, Texas;

THENCE in a southerly direction a distance of approximately 360 feet along the east line of Post Oak Road, being also the west line of both Outlot Number 88 and the said 3.57 acres of land, to the southwest corner of the said 3.57 acres of land for the PLACE OF BEGINNING of this tract of land;

THENCE in an easterly direction a distance of approximately 432 feet along the south line of the said 3.57 acres of land to the intersection of this line with the west line of that certain 1.25 acres of land found recorded and described in Instrument Number 20140434, Exhibit "A", of the Official Public Records of Gillespie County, Texas, for a corner of this tract of land;

THENCE in a southerly direction a distance of approximately 116 feet along the west line of the said 1.25 acres of land to its southwest corner for an interior corner of this tract of land;

THENCE in a northeasterly direction a distance of approximately 213 feet along the south line of the said 1.25 acres of land to the intersection of this line with the east line of Outlot Number 88 for the southeast corner of the said 1.25 acres of land and also the northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 441 feet along the east line of said Outlot Number 88 to the southeast corner of said Outlot Number 88. Said corner being also the northeast corner of Tract 3 of the Windcrest Medical Addition found recorded in Volume 4, Page 55 of the Gillespie County Plat Records and also the southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 565 feet along the north line of said Tract 3 of the Windcrest Medical Addition, being also the south line of Outlot Number 88 to the intersection of this line with the east line of Post Oak Road for the northwest corner of said Tract 3, being also the southwest corner of Outlot Number 88, the northwest corner of Outlot Number 87, and the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 395 feet along east line of Post Oak Road and the west line of Outlot Number 88 to the PLACE OF BEGINNING, and containing approximately 5.0 acres of land.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

APPROXIMATELY 1.0 ACRE OF LAND WITHIN THE CITY LIMITS OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING PART OF OUTLOT NUMBER 118 AS SAID OUTLOT IS SHOWN ON THE MAP OF FREDERICKSBURG AND AS LAID OUT BY THE GERMAN EMIGRATION COMPANY. SAID 1.0 ACRE OF LAND BEING ALL OF THE CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. TRACT FOUND RECORDED AND DESCRIBED IN VOLUME 72, PAGE 167 OF THE GILLESPIE COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the west line of Post Oak Road for the southeast corner of Outlot Number 127 and the northeast corner of Outlot Number 118. This said Outlot Corner being the northeast corner of the Central Texas Electric Co-Operative, Inc. (CTEC) tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records and being also the northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 175 feet along the west line of Post Oak Road, being also the east line of said Outlot Number 118, to the southeast corner of the said CTEC tract for the southeast corner this tract of land;

THENCE in a westerly direction a distance of approximately 249 feet along the south line of the said CTEC tract to its southwest corner for the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 175 feet along the west line of the said CTEC tract to the intersection of this line with the south line of Outlot Number 127 and the north line of Outlot Number 118 for the northwest corner of both the said CTEC tract and this tract of land;

THENCE in an easterly direction a distance of approximately 249 feet along the south line of said Outlot Number 127 and the north line of both said Outlot Number 118 and the said CTEC tract to the PLACE OF BEGINNING, and containing approximately 1.0 acre of land.

*This document was prepared under **22TAC: 663.21**, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

SAID 15.4 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south line of West Live Oak Street for the northeast corner of Outlot Number 125 and the northwest corner of Outlot Number 126. This said Outlot Corner being the northwest corner of this tract of land;

THENCE in an easterly direction a distance of approximately 1,130 feet along the south line of West Live Oak Street, being also along the north line of Outlot Number 126, and then also along the north line of Outlot Number 127, to the intersection of this line with the west line of Post Oak Road for the northeast corner of both Outlot Number 127 and this tract of land;

THENCE in a southerly direction a distance of approximately 750 feet along the west line of Post Oak Road, being also along the east line of Outlot Number 127 to the southeast corner of Outlot Number 127, being also the northeast corner of Outlot Number 118, for a corner of this tract of land. Said corner being also the northeast corner of the Central Texas Electric Co-Operative, Inc. (CTEC) tract found recorded and described in Volume 72, Page 167 of the Gillespie County Deed Records;

THENCE in a westerly direction a distance of approximately 249 feet along the north line of said Outlot Number 118 and the north line of the said CTEC tract to the northwest corner of the said CTEC tract for an interior corner of this tract of land;

THENCE in a southerly direction a distance of approximately 175 feet along the west line of the said CTEC tract to the southwest corner of the said CTEC tract for an interior corner of this tract of land;

THENCE in an easterly direction a distance approximately 249 feet along the south line of the said CTEC tract to the intersection of this line with the west line of Post Oak Road, being also the east line of Outlot Number 118, for the southeast corner of the said CTEC tract and also a corner of this tract of land;

THENCE in a southerly direction a distance of approximately 90 feet along the most easterly west line of that certain 13.73 acres of land found recorded and described in Instrument Number 20173129, Exhibit "A", of the Official Public Records of Gillespie County, Texas, being also the west line of Post Oak Road and then being also the curvilinear west line of a proposed extension of Post Oak Road to an interior corner of the said 13.73 acres of land for the southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 1,126 feet along the most southerly north line of the said 13.73 acres of land, crossing Outlot Number 118 and then crossing Outlot Number 119, to the intersection of this line with the west line of Outlot Number 119 for the most westerly northwest corner of the said 13.73 acres of land and the southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 1,017 feet along the west line of Outlot Number 119 and then along the west line of Outlot Number 126 to the PLACE OF BEGINNING, and containing approximately 25.4 acres of land;

LESS, SAVE AND EXCEPT the 10.00 acres of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Warranty Deed with Vendor's Lien, dated June 8, 1978, and recorded in Vol 125, Page 228 of the Deed Records of Gillespie County, Texas.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SAID 48.44 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the north line of an Outlot Street (known as West Windcrest Street) for the southeast corner of Outlot Number 120 and the southwest corner of Outlot Number 119. This said Outlot Corner being the southeast corner of this tract of land;

THENCE in a westerly direction a distance of approximately 1,724 feet along the north line of the said Outlot Street (known as West Windcrest Street), being also the south line of Outlot Number 120, and then the south line of Outlot Number 121, and then the south line of Outlot Number 122, to the intersection of this line with the east line of Smokehouse Road for the southwest corner of both Outlot Number 122 and this tract of land;

THENCE in a northerly direction a distance of approximately 1,555 feet along the east line of Smokehouse Road, being also the west line of Outlot Number 122, and then the west line of Outlot Number 123, to the intersection of this line with the south line of West Live Oak Street for the northwest corner of both Outlot Number 123 and this tract of land;

THENCE in an easterly direction a distance of approximately 1,724 feet along the south line of West Live Oak Street, being also the north line of Outlot Number 123, and then the north line of Outlot Number 124, and then the north line of Outlot Number 125, to the northeast corner of Outlot Number 125, and the northwest corner of Outlot Number 126. This said Outlot Corner being northeast corner of this tract of land;

THENCE in a southerly direction a distance of approximately 1,517 feet along the west line of Outlot Number 125, being also the east line of Outlot Number 126, and then along the east line of Outlot Number 120, being also the west line of Outlot Number 119, to the PLACE OF BEGINNING, and containing approximately 60.5 acres of land;

LESS, SAVE AND EXCEPT two (2) tracts of land within the above listed Outlots, totaling approximately 12.06 ACRES OF LAND, as follows:

1. BEING 3.20 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Exhibit A in Substitute Trustee's Deed dated December 10, 1993, and recorded in Vol 258, Page 205-212 of the Deed Records of Gillespie County, Texas; and
2. BEING 8.857 acre of land situated in Gillespie County, Texas, more fully described as Lot 3 of the Replat of Smokehouse Ranch, recorded in Vol 5, Page 195, of the Plat Records of Gillespie County, Texas.

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SAID 12.38 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south line of West Live Oak Street for the northeast corner of Outlot Number 190 and the northwest corner of Outlot Number 191. This said Outlot Corner being the northwest corner of this tract of land;

THENCE in an easterly direction a distance of approximately 1,122 feet along the south line of West Live Oak Street, being also the north line of Outlot Number 191 and then the north line of Outlot Number 192 to the intersection of this line with the west line of Smokehouse Road for the northeast corner of both Outlot Number 192 and this tract of land;

THENCE in a southerly direction a distance of approximately 720 feet along the west line of Smokehouse Road, being also the east line of both said Outlot Number 192 and this tract of land to the southeast corner of Lot 1 of the Seipp Subdivision found recorded in Volume 1, Page 151 of the Gillespie County Plat Records for the southeast corner of this tract;

THENCE in a westerly direction a distance of approximately 770 feet along the south line of said Lot 1 of the Seipp Subdivision, being also the most southerly north line of Lot 2B-2R of a Minor Plat of the Seipp Subdivision found recorded in Volume 5, Page 147 of the Gillespie County Plat Records, to the southwest corner of said Lot 1 of the Seipp Subdivision. Said corner being also an interior corner of said Lot 2B-2R and the most southerly southwest corner of this tract of land;

THENCE in a northerly direction a distance of approximately 277 feet along the west line of said Lot 1 of the Seipp Subdivision and the most northerly east line of said Lot 2B-2R of the said Minor Plat of Seipp Subdivision to the northwest corner of said Lot 1 and the most northerly northeast corner of said Lot 2B-2R for an interior corner of this tract of land;

THENCE in a westerly direction a distance of approximately 352 feet along the most northerly north line of said Lot 2B-2R of the said Minor Plat of Seipp Subdivision to the intersection of this line with the west line of Outlot Number 191, being also the east line of Outlot Number 190, for the northwest corner of said Lot 2B-2R and the most northerly southwest corner of this tract of land;

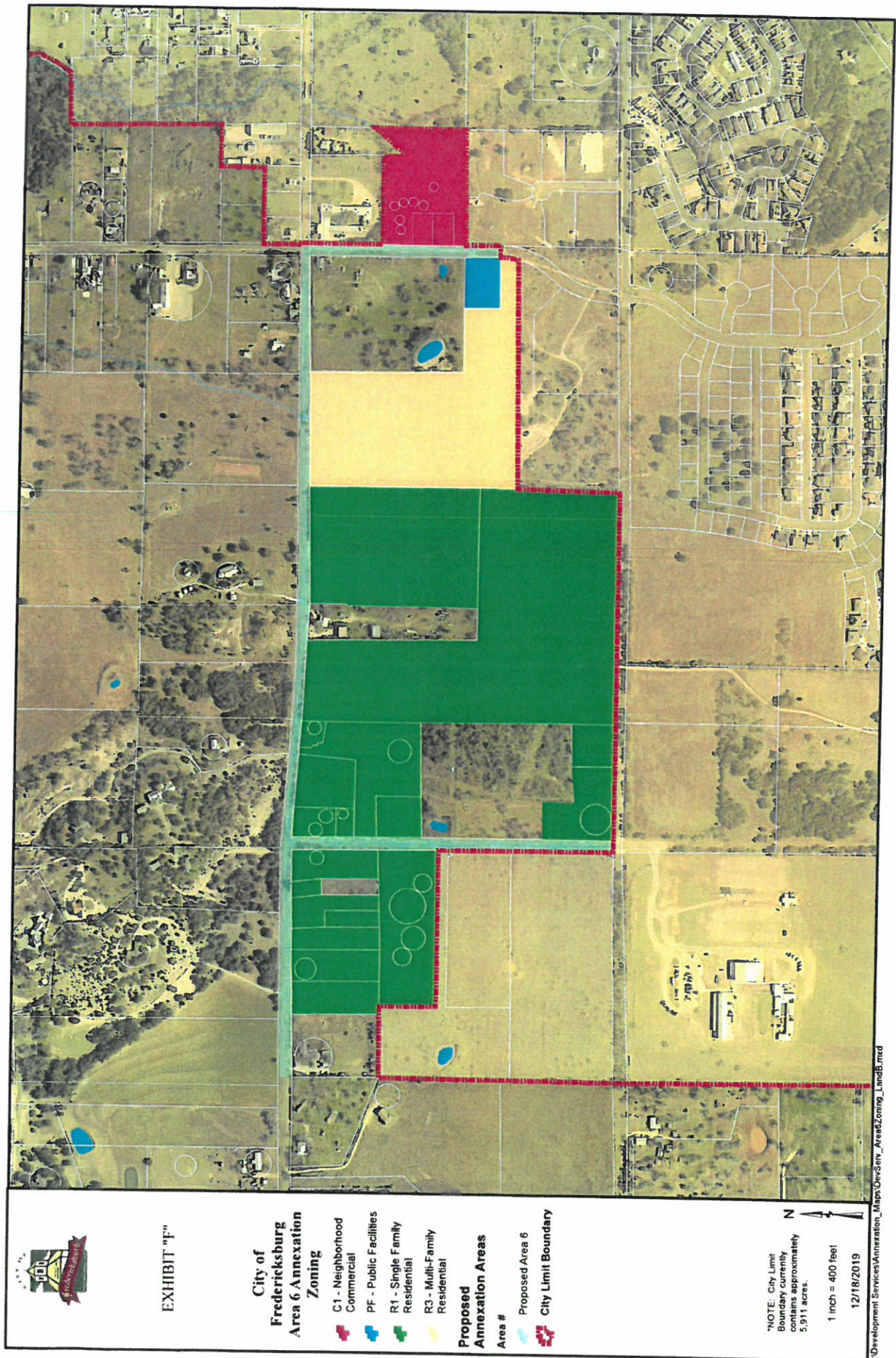
THENCE in a northerly direction a distance of approximately 429 feet along the west line of said Outlot Number 191, and the east line of Outlot Number 190, to the PLACE OF BEGINNING, and containing approximately 16.0 acres of land;

LESS, SAVE AND EXCEPT two (2) tracts of land within the above listed Outlots, totaling approximately 3.62 ACRES OF LAND, as follows:

1. BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas; and
2. BEING 3.108 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Exhibit "A" in the Special Warranty Deed with Vendor's Lien, dated June 10, 2004, and recorded in Vol 555, Page 971-979 of the Deed Records of Gillespie County, Texas.

This document was prepared under 22TAC: 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and

interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.





CITY COUNCIL MEMO

DATE: January 6, 2020

TO: Mayor and City Council

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

SUBJECT: Performance Agreement for Oaks of Windcrest Phase V Subdivision

Summary:

This item is for the acceptance of a Performance Agreement and associated financial security for the Oaks of Windcrest Phase V.

Recommendation:

Staff recommends that the City Council accept the proposed Performance Agreement and associated financial security in amount of \$132,000.00 in the form of a performance bond for required public subdivision improvements.

Background / Analysis:

Section 5.05 of the City of Fredericksburg Subdivision Ordinance provides an option for developers to pursue the approval and recordation of the final plat for a subdivision prior to the completion of the public improvements required in connection with the approval of the subdivision plat by executing a Performance Agreement and providing an associated security in the amount of 110% of the cost to construct and complete the remaining public improvements. The public improvements associated with the Oaks of Windcrest Phase V include water, wastewater, storm water and street infrastructure. Most of the construction has been completed, however, paving of the streets cannot be completed until

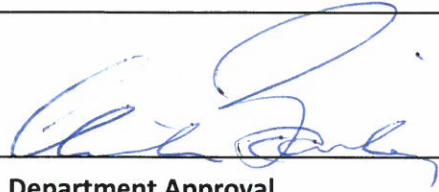
The City of Fredericksburg

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minimum air and surface temperatures comply with TxDOT standards and specifications which typically occurs in March (or later). The estimate for completing these improvements plus 10% is \$132,000.00. The developer has requested the performance agreement option to allow for the plat to be recorded. If the performance agreement is approved, certificates of occupancy for any homes in the subdivision will not be issued until such time as all remaining public improvements are completed.

Attachments:

Performance Agreement for Oaks of Windcrest Phase V



Department Approval



City Manager Approval

The City of Fredericksburg

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PERFORMANCE AGREEMENT

That, Jacob Grant, President of 10-8 Properties, LLC, being duly authorized to act on behalf of said entity, (hereinafter referred to as Developer and Owner), does hereby agree with the City of Fredericksburg (hereinafter called City) that the final plat of Oaks of Windcrest Phase V Subdivision, has been approved by the Planning Commission of the City of Fredericksburg, Texas, and that in order to permit the approval and recordation of the Final Plat prior to the completion of the Public Improvements required in connection with the approval of said subdivision plat, this agreement is entered into pursuant to Section 5.05 of the Subdivision Ordinance of the City of Fredericksburg. The terms of this performance agreement are as follows:

1. Developer agrees that Developer will complete the public improvements within six months from the date of recordation of the Final Plat of said subdivision;
2. Developer will provide a maintenance bond in the amount of one hundred and ten percent (110%) of the costs of all of the public improvements for a period of two (2) years following the City's final acceptance of the improvements to ensure to the City the repair and replacement of all defects due to faulty materials and workmanship that appear within the two year period following date of acceptance;
3. The performance and payment bonds, and/or irrevocable letter of credit and or Escrow agreement for securing the completion obligations of this agreement consistent with Section 5.05.D Security for Completion of Improvements of the Subdivision Ordinance of the City of Fredericksburg, which shall be issued for 110% of the cost to construct and complete the remaining public improvements (as estimated by the Developer's professional engineer, and as approved by the Director of Public Works and Utilities) are as follows: (complete as applicable)
 - a. By performance bonds described as follows: Owner is in contract with the Allen Keller Company who will provide a Performance bond in the amount of \$132,000.
 - b. Such bonds and/or letter of credit shall guarantee proper construction of such postponed improvements and payment of all claimants supplying labor and materials for the construction of the improvements, on or before the date stated herein.
4. This Performance Agreement and the covenants and other items of agreement contained herein and which are set forth in the Subdivision Ordinance of the City of Fredericksburg whether set out herein or not shall run with the land and shall bind all successors, heirs and assignees of the owner of the Property and the Developer.
5. The Performance Security, or portion thereof remaining shall be forfeited should

Developer cease to do business in this state, or if Developer files a petition in bankruptcy, or otherwise reduplicates this agreement.

6. Developer and Owner agree that, in addition to the requirements for Performance Security, and on behalf of the heirs, or assigns, successors, of or subsequent purchasers of Owner and Developer having any right, title, or interest in the property described as the aforementioned subdivision, or any part thereof, shall be liable to the City of Fredericksburg that all public improvements will be completed and accepted by the City within the time provided herein; except, however, that should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction or other court action, or any other cause similar to those enumerated beyond my reasonable control, Developer (or Owner as applicable) shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the Director of Public Works and Utilities, it being expressly declared that no such allowance of time will be made unless claimed by the Developer (or Owner as applicable) and allowed and certified in writing by the Director of Public Works and Utilities at the end of each period of such delay.
7. If, at any time, construction of such public improvements has not been completed and accepted by the City and the amount provided by the Performance Security is no longer sufficient to cover the cost of completion of the public improvements, upon written notification of same to Developer by the Director of Public Works and Utilities Developer shall immediately file with the Director of Public Works and Utilities additional Performance Security with the Director of Public Works and Utilities, in an amount equal to the cost estimate of completing such site improvements, and shall complete construction of such site improvements within the time provided herein.
8. Until such time as the public improvements have been satisfactorily completed and accepted or such additional Performance Security as required by the City have been provided, the Director of Public Works and Utilities shall refuse to accept any further Performance Security, under any form, which is related to the plat of a subdivision subsequently filed with the Planning Commission in which Developer has a principal or subsidiary interest.

This agreement and any subsequent agreement covering one or more of the forms of guarantee of performance shall be interpreted under the laws of the State of Texas

NOTE: All existing Owners, Developers, and Lienholders shall be required to execute the agreement or provide written consent to the covenants and other items contained in the agreement.

EXECUTED this 20th day of December, 2019.

DEVELOPER and OWNER:

BY: Jacob Grant

TITLE: Member, 10-8 Properties, LLC

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

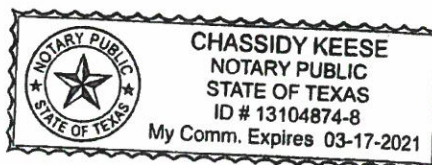
BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Jacob Grant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of December, 2019.

Chassidy Keese
(Name)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires 03/17/21



REVIEWED AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS:

_____ Date: _____

REVIEWED AND APPROVED BY THE CITY ATTORNEY AND PERFORMANCE GUARANTEE
APPROVED BY THE CITY ATTORNEY:

_____ Date: _____

APPROVED BY THE CITY COUNCIL ON (DATE) _____

ATTACHMENT A
TO PERFORMANCE AGREEMENT
COVERING Oaks of Windcrest Phase V

TYPE OF SITE IMPROVEMENTS:	ESTIMATED COST
1) Water: _____ _____	\$ _____
2) Sewer: _____ _____	\$ _____
3) Streets: <u>Double Surface Course Treatment</u> <u>(14,896 SY)</u>	\$ <u>119,168.00</u>
4) Alleys: _____ _____	\$ _____
5) Storm Drainage: _____ _____	\$ _____
6) Other: _____ _____	\$ _____
TOTAL	\$ <u>119,168.00</u>

Developer's professional engineer: _____

Date: _____

Director of Public Works and Utilities: _____

Date: _____

LEINHOLDER'S CONSENT TO THE
PERFORMANCE AGREEMENT for the Oaks of Windcrest Phase V SUBDIVISION OF
GILLESPIE COUNTY, TEXAS AND TO THE COVENANTS CONTAINED THEREIN.

STATE OF TEXAS §
COUNTY OF GILLESPIE §

The undersigned, First Capital Bank of Texas (hereinafter, "Lienholder") being the sole owner and holder of an existing mortgage and lien recorded in Volume 218, Page 1238, and Volume 219, Page 984, of the real property records of Gillespie County, Texas, upon and against the real property described in Volume _____, Page _____ (et seq.) of the Deed Records of Gillespie County, Texas, or as shown on the exhibit attached hereto, which is known (or is to be known as the Oaks of Windcrest Phase V, and as such, mortgagee and lienholder, does hereby consent to and join in said Agreement and to the covenants and agreements contained therein.

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 consenting there to and subordinating the Lien(s) as set out above, and all parties to the Agreement hereby specifically and unconditionally release and discharge 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 the Owner or Developer.

DATE: December 20, 2019. First Capital Bank of Texas, Lender

By: [Signature]

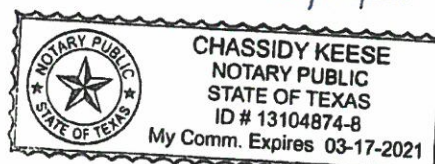
Marcus Vidrine, SVP
(Printed Name and Title)

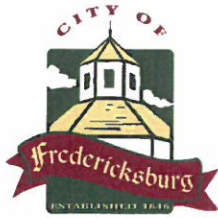
THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Marcus Vidrine, SVP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of December, 2019.

Chassidy Keese
(Name)
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires 03/17/21





CITY COUNCIL MEMO

DATE: January 6, 2020

TO: Mayor and City Council

FROM: Kris Kneese, P.E. – Assistant Director of Public Works and Utilities

SUBJECT: Electric Department Building - Construction Contract Award

Summary:

Receive construction contract bids for the Electric Department Building

Recommendation:

City staff recommends awarding the construction contract for the new Electric Department Building to Kendnel Kasper Construction in the amount of \$2,115,284.00.

Background / Analysis:

Steve Thomas with SKT Architects developed the Electric Department Building Project bid documents, which publicly advertised for bid for four (4) weeks starting on October 30th, 2019. Eight (8) bids were received at the bid opening on December 5, 2019. The bids received are attached. The low bid was submitted by Kendnel Kasper Construction in the amount of \$2,163,261.00; which included two (2) deductive bid alternates.

Bid Alternate #1 included a bid deduct to eliminate split-faced block on exterior wall and replacement of metal wall girts and metal panels matching the rest of the building. Bid Alternate #2 included a bid deduct to eliminate the expansion of Storage Building 500.

The City of Fredericksburg

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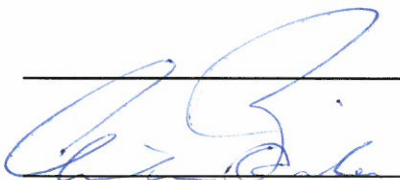
Options for awarding the construction bid:

- Option 1 – Award the base bid of \$2,163,261.00, which does not include selecting Bid Alternates #1 or #2.
- Option 2 – Award the base bid of \$2,163,261.00 and select Bid Alternate #1 to deduct the split-face block on exterior wall. Total bid award equal to \$2,115,284.00 (\$2,163,261.00-\$47,977.00).
- Option 3 – Award the base bid of \$2,163,261.00 and select Bid Alternate #2 to deduct the expansion of the Storage Building 500. Total bid award equal to \$2,099,013.00 (\$2,163,261.00-\$64,248.00)
- Option 4 – Award the base bid of \$2,163,261.00 and select Bid Alternate #1 and #2 to deduct the split-face block on the exterior wall and deduct the expansion of Storage Building 500. Total bid award equal to \$2,051,036.00 (\$2,163,261.00-\$47,977.00-\$64,248.00).

The low bid has been reviewed by SKT Architects which was found to be accurate. Based on SKT and City Staff's review, it is recommended that the project be awarded to Kendnel Kasper Construction. City Staff recommends Option 2, award base bid of \$2,163,261.00 and select Bid Alternate #1 to deduct to split face block on the north elevation of the build to decrease the base bid by \$47,977.00 for a total bid award equal to \$2,115,284.00, while leaving Bid Alternate #2 in the base bid. Additionally, City Staff recommends including a 5% contingency to the project budget to cover unexpected cost during construction in the amount of \$105,764.

Attachments:

- Bid Tabulation



Department Approval



City Attorney Approval



City Manager Approval

The City of Fredericksburg

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Agenda Packet Page 72

BID TABULATION SHEET

**New Electric Department Facility for
The City of Fredericksburg
Fredericksburg, Texas**

**Stehling Klein Thomas Architects
Fredericksburg, Texas**

Bid Date: December 5, 2019, 2:00 p.m.

Contractor:	Base Bid:	Addendum			Alt #1	Alt #2	No. of days
		#1	#2	#3			
Fletco Services, LP	\$ 3,206,012.00	Y	Y	Y	- \$ 36,629.00	- \$ 77,445.00	248
Frontera Construction	\$ 3,450,000.00	Y	Y	Y	- \$ 23,400.00	- \$ 91,300.00	280
J.K. Bernhard Construction	\$ 2,452, 875.00	Y	Y	Y	- \$ 31,828.00	- \$ 95,852.00	280
J.M. Lowe Construction	\$ 2, 517,000.00	Y	Y	Y	- \$ 34,500.00	- \$ 60,700.00	280
Kendnel Kasper Construction	\$ 2, 163,261.00	Y	Y	Y	- \$ 47,977.00	- \$ 64,248.00	250
SBS Construction	\$ 2,574, 318.00	Y	Y	Y	- \$ 38,414.00	- \$ 83,194.00	280
Waterman Construction	\$ 2,694,000.00	Y	Y	Y	- \$ 39,098.00	- \$ 79,492.00	250
Zuber Construction	\$ 2,674,800.00	Y	Y	Y	- \$ 41,900.00	- \$ 85,678.00	280

NOTE: All Bidders had their Bid Bond in place



CITY COUNCIL MEMO

DATE: January 6, 2020

TO: Mayor and City Council

FROM: Laura Hollenbeak, Director of Finance

SUBJECT: Lease Purchase Financing for Acquisition of Fire Pumper

Summary:

The 2020 adopted City Budget approved funding for lease purchase payments for the acquisition of a Fire Pumper for the Fire Department.

The purchase price of \$811,900.31 will be financed. The financing was bid with the low bid received from Signature Public Funding Corp. with an interest rate of 2.19%.

Recommendation:

Staff recommends that the Council award the financing to Signature Public Funding Corp. The City Attorney will review the lease documentation.

Background / Analysis:

Attachments:

Summary of Bids Received
Proposal and Terms Sheet

The City of Fredericksburg

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

Laura Hollenbeck

Department Approval



City Manager Approval

The City of Fredericksburg

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

Agenda Packet Page 76

City of Fredericksburg - \$811,900.31 - Lease / Purchasing Financing - Fire Pumper FY 2020

Summary of Bids Received

Bidder	Interest Rate	Principal Amount	Total Interest		Total P & I &		Rank
			Cost	Fee if any	Fees	Annual Payment	
Signature Public Funding Corp	2.190%	811,900.31	62,876.41	-	874,776.72	109,347.90	1
Frost Bank	2.340%	811,900.31	67,227.25	250.00	879,377.56	109,890.95	2
Broadway Bank	2.295%	811,900.31	68,513.77	405.95	880,820.03	110,072.00	3
BCI Capital	2.350%	811,900.31	69,297.13	-	881,197.44	110,149.68	4
BMO Harris Equipment Finance	2.440%	811,900.31	70,116.73	-	882,017.04	110,252.13	5

PROPOSAL AND TERMS SHEET

Lease Purchase Financing
of a new Fire Pumper Apparatus

By and Between

Signature Public Funding Corp.

and the

City of Fredericksburg, Texas



**SIGNATURE
PUBLIC FUNDING**

Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank

Signature Public Funding Corp.

Douglas S. Dillon, Executive Sales Officer
600 Washington Avenue, Suite 305
Towson, Maryland 21204
(410) 704-0083
ddillon@signatureny.com

The logo features the word "Signature" in a large, elegant, cursive script. A thin vertical line is positioned to the right of the word.

**SIGNATURE
PUBLIC FUNDING**

December 30, 2019

Ms. Laura Hollenbeak, Director of Finance
City of Fredericksburg, Texas
126 West Main Street
Fredericksburg, TX 78624

RE: Tax-Exempt Lease Purchase Financing

Dear Ms. Hollenbeak:

Signature Public Funding Corp. ("SPFC") is pleased to present to the City of Fredericksburg, Texas ("City") its proposal for the financing of a New Fire Pumper apparatus as described in the Request for Proposal dated December 11, 2019. The terms and conditions of our proposal are outlined in the attached terms sheet.

If you have questions about the proposal please contact me for clarification or follow-up. It is a pleasure to offer this proposal to the City and we look forward to a favorable acknowledgment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug S. Dillon".

Douglas S. Dillon
Executive Sales Officer

PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

City of Fredericksburg, Texas

LESSEE:	City of Fredericksburg, TX (the "City" or "Lessee"), which shall be political subdivision or body corporate and politic of the State of Texas and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").
LESSOR:	Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank ("SPFC" or "Lessor"), or its Assignee.
TYPE OF FINANCING:	A Lease Schedule to a Master Lease Purchase Agreement (the "Lease"). The Lease will stipulate that the Lessee is responsible for all costs of operation, maintenance, insurance, taxes (if applicable) and the like. Said Lease shall be subject to the annual appropriation of funds by the Lessee's governing body. Lease Payments will be calculated on a 30/360 amortization basis. The Lease will not be a general obligation of the Lessee or the State of Texas. The Lease shall be governed by the laws of the State of Texas and shall comply with all applicable State and federal laws and regulations.
TAX EXEMPT STATUS:	Lessee acknowledges that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2020 may, or may not, exceed ten million (\$10,000,000.00) dollars. The Agreement will be a tax-exempt financing such that the interest component of the Lease payments will be excludable from the Lessor's gross income for federal income tax calculations and exempt from all taxation in the State. The Lessee covenants and agrees to comply with all requirements of the Internal Revenue Code of 1986, as amended, and all other applicable rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such Federal and State income taxes. If as a result of the Lessee's failure to comply with the foregoing covenant or as a result of a change in laws the interest portion of the Lease payments is included in the Lessor's federal or state gross income tax calculations, then the interest due under the Lease may be adjusted for the affect of the failure or change, together with any resulting fees or penalties.

The Lessee will hold legal title to the Equipment, and federal tax ownership will be deemed to be with the Lessee.

The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary.

PROJECT/USE OF PROCEEDS:

The "Equipment" will be a new Fire Pumper apparatus and related equipment as identified in the Request for Proposal dated December 11, 2019, or as may be substituted per mutual agreement of the parties. The Equipment will be delivered by a vendor of the City's choosing. Equipment specifics like model number, MSN and options will be more fully set forth on the Lease Schedule and/or Acceptance Certificates delivered in connection with the Lease. The "Equipment Cost" and "Lease Proceeds" is estimated to not exceed \$811,900.31. The final lease proceeds will be adjusted for the final costs of the Equipment and reasonable transaction expenses agreed to be financed between the parties.

TERM, RATES, AND PAYMENTS:

TERM	INTEREST RATE*	STRUCTURE	FIRST PAYMENT DUE	NO. OF PAYMENTS	PAYMENT AND AMORTIZATION
7 YEARS	2.19%	Level, Annual	2/15/2020	8	See Annex A

*Interest Rate is equal to a margin over the average life Interest Rate SWAP as of December 30, 2019. The Interest Rate is subject to an adjustment for changes in the Interest SWAP if the transaction does not close on or before February 15, 2020. Once set, the Interest Rate will be fixed for the Term.

Sample amortization schedules can be found attached hereto as Annex A.

PROPOSAL & TERMS SHEET: LEASE TERMS, AMOUNT, & RATES
City of Fredericksburg, Texas

PREPAYMENT OPTIONS:

The Lessee can exercise its right to prepay its obligations under the Lease in whole (partial prepayments are permitted with respect to damaged items of Equipment or unused lease proceeds remaining in the Escrow Account) on any scheduled payment date following 30 days' notice by paying the Prepayment Price to the Lessor. Prepayment Price is equal to the sum of: (a) the Lease Payment due on such date, (b) all other amounts due and owing under the Lease, and (c) 101% of the Remaining Principal Balance.

SECURITY:

The Lessee will grant Lessor a first priority and perfected security interest in the Equipment, Escrow Fund (if any), and all proceeds with respect to the foregoing. Lessor will file UCC-1 financing statements and fixture filings in order to perfect its security interest at its cost and expense; provided, however, that Lessee will provide Lessor with all reasonably requested information in order to make such filings. To the extent that any portion of the Equipment consists of titled vehicles or equipment, Lessee will list Lessor as a first position lienholder on such titles. Lessee is obligated to make all Rental and other Payments due under the Lease subject to its appropriation in each Fiscal Year of sufficient amounts of legally available funds.

ESCROW FUNDING:

In order to assure the quoted Lease Rate the Lessor has assumed funding the transaction into an escrow account if the Equipment has not delivered by February 15, 2020. The escrow account will be used to pay equipment vendors, contractors and any transaction expenses.

The Escrow Agent will be Signature Bank. The Escrow Account will be governed by a standard form of escrow agreement with such changes as may be agreed to between the parties. SPFC will review and approve escrow disbursements prior to the Escrow Agent disbursing funds. It is assumed that interest earnings, if any, will accrue for benefit of the Lessee, and that unused portions of the escrow account will be applied to the Prepayment of the Agreement.

If an Escrow Fund is required, the City will be responsible for any escrow fees for administrative and investment activities related to the escrow account. The Signature Bank standard escrow account can be provided at a one-time fee of \$0.00.

REIMBURSEMENT:

If the City intends to be reimbursed for any cost associated with the Project, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

Lessee may choose to self-insure or provide alternate coverage on the terms and conditions acceptable to and previously approved by the Lessor.

Alternatively and if the City maintains third party commercial insurance coverages, the City will furnish evidence of continuing all-risk property and casualty coverage for the greater of the Prepayment Price and/or replacement value of the Equipment and liability coverage of at least \$1,000,000 per occurrence for each property and bodily injury liability, with a minimum of \$3,000,000 (\$5,000,000 for vehicles) aggregate for the Lease financed hereunder for the full term thereof. Such property and liability coverages shall, respectively, name Lessor as loss payee and additional insured.

AUTHORIZED SIGNORS:

The Lessee's governing body shall provide SPFC with its resolution or other evidence of authority to acquire the Equipment, enter into the Lease/financing thereof, and to execute the Lease Documentation and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish SPFC with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the authority of the City, the approval of the Project, and the approval of the documents used herein. This opinion shall be in a form and substance satisfactory to SPFC; however, such opinion may be delivered by the City's internal counsel. Upon request by Lessee and agreement of the Lessor, the tax portion of the opinion may be waived for this transaction.

LEASE DOCUMENTATION:

The Lease Documentation will be prepared by the SPFC and subject to approval by the City, and its counsel. The Lessee will be responsible for a \$0.00 documentation fee that can be financed with Lease Proceeds. Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the SPFC's credit approval.

PROPOSAL EXPIRATION:

The Lessor will use all reasonable efforts to hold the quoted interest rate until the funding date, and no later than February 15, 2020, provided the City notifies the SPFC in writing that the proposal has been accepted, subject to governing body approval, by January 8, 2020.

If funding does not take place by February 15, 2020, the Interest Rate and Payments may be adjusted based on the changes to the average life Interest Rate Swap in effect on any of the three (3) days prior to funding. Once set, the Interest Rate and Payments will remain fixed for the term.

DUE DILIGENCE:

The City shall provide to SPFC a final, executed (if available) copy of the Purchase Agreement or Invoice, three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of City to continue the Lease as may be reasonably requested by SPFC. This proposal shall not be construed as a commitment to a lease or lend by and is subject to final credit approval by the Credit/Investment Committee of Signature Public Funding Corp. and Signature Bank and approval of the definitive lease documents in Signature Public Funding Corp.'s sole discretion. To render a credit decision, the City shall provide SPFC with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Lease Documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
City of Fredericksburg, Texas

ACCEPTANCE BY CITY:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by the City of Fredericksburg, Texas on _____, 2020.

AGREED AND ACCEPTED:

CITY OF FREDERICKSBURG

By: _____
Name:
Title:

Annex A: Sample Amortization tables by Department illustrating funding on February 15, 2020

8 Annual Payments in Advance

Interest Rate 2.19%

	Funding	Annual			Unamortized	Prepayment
<u>Date</u>	<u>Amount</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>	<u>Amount</u>
2/15/2020	811,900.31	109,347.09	-	109,347.09	702,553.22	709,578.75
2/15/2021	-	109,347.09	15,385.92	93,961.17	608,592.05	614,677.97
2/15/2022	-	109,347.09	13,328.16	96,018.93	512,573.12	517,698.85
2/15/2023	-	109,347.09	11,225.36	98,121.73	414,451.39	418,595.90
2/15/2024	-	109,347.09	9,076.48	100,270.61	314,180.78	317,322.59
2/15/2025	-	109,347.09	6,880.56	102,466.53	211,714.25	213,831.39
2/15/2026	-	109,347.09	4,636.55	104,710.54	107,003.71	108,073.75
2/15/2027	-	109,347.09	2,343.38	107,003.71	-	-
Total	811,900.31	874,776.72	62,876.41	811,900.31		



Citizen Request to be on City Council Agenda

Name:

Mo SAIDI

Address:

155 Stoneledge Dr.

Phone number:

832.457.01767

Email:

Topic:

City - Boot Ranch Development
Water Arrangement.

(Agenda wording will be taken from the topic)

Topics may be added to the agenda by a citizen by one of the following:

1. Mayor's approval
2. Approval by at least two City Councilmembers

Rules for topics:

1. Not a political item
2. Maximum time allotted is 10 minutes
3. Your form and Mayor's approval, or approval from two City Councilmembers must be received by the City Manager 7 days before the meeting (City Council Regular Meetings are held on the 1st and 3rd Monday unless a holiday and then it will be held the following day).
4. If your topic will have backup material, it will need to be submitted with this form. No information should be distributed at the Council Meeting.
5. No more than one (1) Agenda Item should be requested.

Office Use

Date received form: 12-23-19

Date of Mayor's approval

Councilmember Charles E. Kuhn approval on 12-27-19

Councilmember Thomas H. Huse approval on

Agenda Date: 1-6-2020

City of Fredericksburg

126 West Main Street • Fredericksburg, TX 78624 • Phone: 830-997-7521 • Fax: 830-997-1861

City & Boot Ranch Development Water Arrangement

Mo Saiidi

**January 06, 2020
City Council Meeting**

Outline

- **Purpose**
- **Agreements & Policy**
 - City Charter
 - 2005 Original Agreement (Exhibit A)
 - 2007 Neffendorf Letter (Exhibit B)
 - 2012 Amendment
- **What Does Data Say?**
- **Issues & Concerns**
- **Suggestions & Recommendations**

Purpose

- **To review and discuss city's decision of providing water-sewer services to outside city limit to BRD**
 - Is there economic justification?
 - What are the risks and benefits to city & resident taxpayers?
 - What are projected expenses and Capital Improvement Projects (CIP)?
- **To request complete evaluation and disclosure to make sure city residents are fully informed of such arrangements**

Agreements & Policy - City Charter

■ Sec.11.10. Sales of Electricity, Water, Sewer, and Any Other Services

“ The city council shall have the **authority and power to sell** and provide electricity, water, sewer, and/or other **utility services to persons or firms outside the city limits** of Fredericksburg and **permit them to connect** to city system under contract with the city, under terms as **are fair,** **reasonable and for the best interests of the city.** The council shall have the authority to prescribe the kind **of materials** used where it furnishes such services, to **inspect** same **and require them to be kept in good condition**, at all times, and to make rules and regulations as shall be necessary and proper, and to prescribe **penalties for non-compliance.**”

The Charter implies no city responsibility for the operation and maintenance of the firms outside city limit

Agreements & Policy – 2005 Agreement

- Exhibit A - Water And Sewer Agreement Utility Construction Contract Agreement signed April 6, 2005 by Mr. Gary Neffendorf, City Manager and Mr. Hal Sutton, BRD Manager
 - City would **provide water and sewer** services
 - **BRD will complete construction** of all associated facilities (water-sewer infrastructure) inside development at its cost and convey them to city
 - City will be **responsible for on-going operation and maintenance**
 - Places the **same city water restrictions** on BRD
 - Gives rights to **city to refuse services** if BRD did not meet their obligations
- Sec. I.H. “Phase One” refers to Exhibit B, which is odd (**completed 2 years later**) and has no relevance to this section?
- Sec. II.A. “Reserve Capacity” **sets no specific capacity**, which Exh.B attempted to correct later in 2007

No Specific Reserves - Questionable Sec.I.H?

Agreements & Policy – 2007 Neffendorf Letter

- **Exhibit B, June 12, 2007 letter to BRD signed by Mr. Gary Neffendorf, City Manager**
 - Modified Section II A of Agreement, Reserve Capacity, to include:
 - Completion of project within **10 years from date** of agreement April 6, 2005
 - If not completed, the city shall **therefore not be required to reserve capacity** for project
 - Sets reserve capacity of **387 living units** not to exceed total capacity of **140,000 gallon per day**
 - Developer determines the **mix of units**: apartments, condo, single family residents, etc.
 - Reserve capacity is for **domestic use**

Sets Specific Reserve. However, “Neffendorf Letter” Is Not Bi-Lateral (Not Signed By BRD)?

Agreements & Policy - 2012 Amendment

- Signed December 20th, 2012 by Mr. Kent Myers, City Manager and Mr. Jonas Stiklorius, PMI Holding for BRD
 - It holds to Exh. B (Neffendorf Letter) of the original agreement under “witnesseth....**Made a part hereof**,....”
 - Section II A, Reserved Capacity is **deleted in its entirety** and replaced with the following:
 - “2.A Reserve capacity....for **maximum of 600 EDU** for use of Project...”
 - “2C.N. Payment of Impact Fees.... BR will prepay**all impact fees NLT April 1, 2015**... For all meters not to exceed 600 EDU and no less than 434 EDU
 - Sec, XV Notices added which states that **Neffendorf letter is terminated** and of no further force and effect

“Invokes “Neffendorf Letter” As The Basis Of Amendment, And Terminates & Removes It At The Same Time?

Agreements & Policy – 2012 Amendment

- “ Sec 4. A, Enforcement of Ordinances....the city granted the rights....city regulatory ordinances relating to water and waste water...**to include not limited to fees, penalties, connections, water conservation, limitations upon landscaping watering,** and requirements regarding water and sewer pipe construction, maintenance, connection, and sprinkler system.....prohibiting drilling of wells....requiring each lot to have and maintain rain water collection system which is not connected to city water system...”
- “City’s right to enforce shall include...**inspection, sample and monitor the water provisions or sewer collection system to assure ordinance compliance....”**

**Expands City Rights To Enforce Restrictions
With Fees & Penalties!**

What Does Data Say?

- Based on November 4th, 2019 presentation and subsequent revisions by Mr. Kris Kneese, in general:
 - Usage - BRD water usage **is significantly higher** than typical city usage per meter/tap
 - Only 1/3 of the reserve is used (192 EDUs from total 600 EDUs)
 - Completion of “project” and request for utility extension would exacerbate the water usage further
 - Revenue - Net revenue (total revenue minus expenses) **does not economically justify** selling water outside city limit (5 miles from Main Street)
 - Does not seem to provide adequate \$ reserves for future expenses
 - If BRD were held to city restrictions/conservations, the city would be hard pressed to cover operation expenses

**Any Gain From Higher Rates Is Significantly Offset
By Excessive OAM & No Reserve Capacity !**

Issues & Concerns - Policy

- Can City **fully enforce** the Agreement without having jurisdiction outside city limit?
 - Monitoring, penalties & restrictions
- Are there **two conflicting “Exhibit Bs”** and why?
 - 2005 Agreement Sec.I.H calls out Exh.B pertaining to phase one acreage and not reserve capacity
 - 2012 Amendment calls out Sec.II.A Exh.B pertaining correctly to “Neffendorf Letter” for actual reserve capacity
- How is **2012 Amendment legally acceptable** with conflicting language?
 - Terminates “Neffendorf Letter-Exh.B” in “Sec.XV.Notices”, but invokes it in “witnesseth” as the basis of Amendment?

Issues & Concerns – Approach

- Was there an **evaluation** performed to show “**fair, reasonable and for the best interest of city**” per city charter?
 - What were the **criteria and incentives** to compel city to agreement?
 - How was “**Twice the rate**” established to meet all costs & reserves?
 - Why would **city residents be tied** to BRD water tank miles away?
 - Would it make more sense to serve city residents within city facilities (i.e. Stoneridge Water Tank)?
 - Would city residents water services be slaved to BRD tank?
 - Would city’s options be limited in times of water challenges-who takes precedence: City or BRD?
 - Is city inadvertently **limiting its water capacity** during severe drought, if BRD request for mixing well water is approved?
 - City mixes that water with city water for general use

Issues & Concerns - Monitoring

- **Is BRD proposal to self-monitor water usage meaningful?**
 - BRD self monitoring **is subjective** without specific ground rules and water usage limitations
 - There is **nothing new** that was not already in the signed agreements
 - Would create **two standards**: self-monitoring for BRD and government oversight for city residents
 - Why now after 15 years of operation?

- **Would city be burdened with added resources and manpower to monitor BRD regularly?**

Suggestions & Recommendations

1. No Action should be taken on current BRD topics, unless:

A. A comprehensive “Risk-Benefit” evaluation is performed on BRD to determine **economic viability** of this arrangement:

- Show last 10-15 years of operation revenues, expenses, and reserves
- Show potential risks to the city and how to overcome them
- Present revenues to cover on-going operations expenses
- Provide enough \$ reserves to cover future repairs and CIP?

B. If desired outcome is not achieved, then:

- **Walk away** from this arrangement, or
- **Turn over BRD facility operation & maintenance to BRD consistent with city charter**
 - City continue to sell water-sewer-reclaimed water services
 - BRD maintains its facilities from city hook up line

Suggestions & Recommendations

2. Renegotiate-Rewrite the entire agreement to:

- Correct the Agreement/Amendment **obvious short-comings**
- Establish **legally binding enforceable** restrictions by city
- Establish **higher fees** to adequately cover expenses and reserves
- Establish **higher penalties** to encourage conservations

3. Create a **separate budget entry** for BRD account:

- Provide for easy evaluation and tracking of revenues & expenses
- Provide for easy assessment of annual budget planning
- Provide for transparency with city residents

Questions?

Future Agenda Items

City Council

January 21, 2020 Regular Meeting

City Council = Red

6th and 21st Regular Meetings @ 6p.m.

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events = Yellow

January 15th -1st day to file as a candidate for office

January 16th- City Council Workshop

January 20th MLK Holiday

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Consent

- 1-6-20 City Council Regular Meeting Minutes

Ordinances

1. Approve Ordinance for the Live Oak annexation(2nd reading)
2. Calling the May 2, 2020 General Election
3. Refunding Bonds
4. Bond Notes to fund Electric System Project

Resolutions:

Public Hearing

1. Stone Ridge Unit 10 Annexation

Approvals-Misc.

1. Approve finance for Electric Services Building

Presentations, Discussions and Updates:

1. Update on Stormwater/Vegetation Management Program
2. Presentation on HOT Fund applications
3. Approve 2nd Amendment to the Agreement with Boot Ranch
4. Approve the Lift Station Easement from Boot Ranch to the City
5. Approve 2nd Amendments to the Reclaim Water Agreement with Boot Ranch
6. Award bid for Consultant Services, HOT collections, STR permitting, & Sales Tax Discovery and Recovery Services
7. Award a bid for Marktplatz

Executive Session

February 3, 2020 Regular Meeting

City Council = Red

3rd and 17th Regular Meetings @ 6p.m.

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events = Yellow

February 11th at 2 p.m. Joint meeting (City Council, HRB and P&Z)

February 14th - Last day to file as a candidate for office

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Consent

- 1-21-20 City Council Regular Meeting Minutes

Ordinances

Resolutions:

Public Hearing

Approvals-Misc.

- Possible Joint Election Agreement or Contract with the County to run the May 2, 2020 General Election

Presentations, Discussions and Updates:

- City Attorney presentation on Civil Enforcement on Code Violations

Executive Session