



City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA MONDAY, FEBRUARY 4, 2019 ~ 6:00 P.M. LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET

Linda Langerhans, Mayor
Jerry Luckenbach, Councilmember
Tom Musselman, Councilmember

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

The City of Fredericksburg City Council will meet in a regular session on Monday, February 4, 2019 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 February 1, 2019 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

This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.

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 January 15, 2019 City Council Retreat/Workshop Minutes.
(Agenda Packet Pages 5-8)

6. PUBLIC HEARING

- A. Hold a public hearing to receive comments on the voluntary annexation of approximately 94 acres of land extending from Friendship Lane to US Highway 87, otherwise known as the Dale Crenwelge property (1st of 2 required hearings).
(Agenda Packet Pages 9-20)

7. ORDINANCE

- A. Consider approval of Ordinance 2019-04 calling for General Election on May 4, 2019 for the City of Fredericksburg for the purpose of electing two (2) City Councilmembers to

City Council; making provisions for the conduct of such election and resolving other matters related to the conduct of such election.

(Agenda Packet Pages 21-28)

- B.** Consider the approval of Ordinance 2019-05 calling a Bond Election (Special Election) to be held in the City of Fredericksburg, Texas; making provision for the conduct of an election; and resolving other matters incident and related to such election.

(Agenda Packet Pages 29-46)

- C.** Consider the approval of Ordinance 2019-06 amending Chapter 20 - Offenses and Miscellaneous Provisions - of the Code of Ordinances, establishing regulations related to the operation of motor assisted scooters in the City, and providing a penalty clause for violations.

(Agenda Packet Pages 47-50)

- D.** Consider the approval of Ordinance 2019-07 creating Section 20-3. - Sex Offenders - of Chapter 20 - Offenses and Miscellaneous Provisions - of the Code of Ordinances, to establish regulations related to the proximity of child sex offenders to areas commonly utilized by children; and providing a penalty clause for violations.

(Agenda Packet Pages 51-96)

- E.** Consider the approval of Ordinance 2019-08 amending Article 16.000 – Water and Sewer Rates and Fees, of Appendix A – Fee Schedule, of the Code of Ordinances, to update and amend the fees for Water and Sewer Utility Service provided by the City.

(Agenda Packet Pages 97-116)

8. RESOLUTIONS – OTHER ACTION ITEMS - DISCUSSION ITEMS

- A.** Consider the approval of Resolution 2019-02R supporting a designation of the City as an eligible central municipality, to allow for participation in an existing State Economic Development Program related to a Hotel and Conference Center Project.

(Agenda Packet Pages 117-120)

- B.** Consider the approval of a 2019FY Budget amendment for the reimbursement of \$87,611 to reimburse the Convention and Visitor Bureau for Hotel/Motel Occupancy Taxes.

(Agenda Packet Pages 121-124)

- C.** Consider the approval of the City Manager 2019 Performance Goals.

(Agenda Packet Pages 125-128)

- D.** Consider the approval of a lease agreement with the Art Guild for a 2 year period.

(Agenda Packet Pages 129-142)

- E.** Presentation by Bond Counsel on City Council guidelines for participation in Municipal Bond Elections.

(Agenda Packet Pages 143-144)

9. CITY MANAGER'S REPORT

- A.** Lighting Ordinance

- B.** Special City Council Meetings on February 7th and February 11th.

- C.** Legislative updates.

10. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 145-146)

11. COUNCIL COMMENTS

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

12. EXECUTIVE SESSION

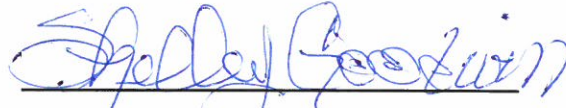
The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 – Consider and discuss the purchase, exchange, lease, or value of real property owned by the City, located in the vicinity of Old San Antonio Road.

13. BUSINESS ITEMS

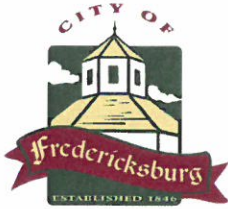
The City Council will reconvene into Regular Session upon conclusion of the Executive Session, the City Council may take action on any item posted in Executive Session, as necessary.

14. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 8:15 a.m. on January 31, 2019 on the entrance door and 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 WORKSHOP/RETREAT JANUARY 15, 2019

Members Present:

Mayor Linda Langerhans
Councilmember Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Gary Neffendorf

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Laura Hollenbeak, Director of Finance
Russell Immel, Information Technology Director
Steve Wetz, Police Chief
Lynn Bizzell, Fire Chief
Lea Feuge, Public Information Officer
Kris Kneese, Assistant Director Public Works and Utilities
Garret Bonn, Assistant City Engineer
Kris Kammlah, Detective
Braxton Roemer, Lieutenant
Brian Vorauer, Sargent
Leslie Ball, Administrative Assistant
Shelley Goodwin, City Secretary

1. Call to Order

With all members of the City Councilmembers present, Mayor Langerhans called the workshop/retreat of the Fredericksburg City Council to order at 8:34 a.m. on Monday, January 15, 2019, in the Cardinal Room of the Lady Bird Golf Course, 341 Golfers Loop, Fredericksburg, Texas.

2. Discussion and Possible Directions**A. Sports Park**

Kent Myers, City Manager, stated after taking out additional amenities the estimated cost for the Sports Park is \$8,400,000 and County Commissioners voted to give \$2,300,000, which leaves an outstanding \$6,100,000 to fund the project. He also stated if Council chooses to hold a Bond Election, then our Bond Counsel will provide legal guidelines for participation by elected officials in bond elections with printed guidelines provided prior to the Council meeting.

Dan Wegmiller, Specialized Public Financials, Inc. reviewed the cost of the bond and the effect it will have to the tax payers.

The City Council agreed to proceed with consideration of consensus to hold a Special Election for a \$6,100,000 bond., at the February 4th City Council meeting.

The different sporting organizations discussed with the City Council the different ways they can raise money to assist with paying for the amenities that were removed from the previous bond election. They also discussed different ways to support and promote the proposed Bond.

Andrea Schmidt, Parks Director, stated she will provide a spreadsheet of amenities by sports and a separate column that all sports associations will use.

The City Council discussed having staff work with the Gillespie County Appraisal District to explain the impact on citizens. They recommended preparing a fact sheet regarding the bond.

B. Regulations regarding operation of Electric Scooters and Golf Carts.

Daniel Jones, City Attorney, reviewed the State Laws for Electric Scooters and Golf Carts and the different additional regulations that can be approved.

Steve Wetz, Police Chief, reviewed the difference between Golf Carts and Neighborhood Electric Vehicles.

Dr. Cuttingham and Mrs. Cuttingham provided the reasons why they choose to live in Fredericksburg and why they support the use of Golf Carts as transportation.

The City Council agreed to consider an ordinance to prohibit electric scooters.

C. Regulations regarding sex offenders.

Steve Wetz, Police Chief, reviewed the needs to regulate the movement of convicted sex offenders in Fredericksburg.

Kris Kammlah, Police Department, reviewed how convicted sex offenders are tracked and the number of offenders living in Gillespie County as well as the City. He also reviewed the child safety zones affected by the proposed ordinance.

The City Council agreed to consider the proposed ordinance on registered sex offenders.

D. Affordable Housing

Kent Myers, City Manager, reviewed the history of affordable housing and recent accomplishments. He also stated the current ordinance waiving Impact Fees for builders who are building affordable housing has not been used.

Brian Jordan, Development Services Director, provided additional information on upcoming developments.

Daniel Jones, City Attorney, reviewed the process of how the affordable housing amount is set. Clinton Bailey, Assistant City Manager/Director Public Works and Utilities, reviewed the tract owned by the City known as Weimar Property. He also provided an update on how this property could be affected by the Kinder Morgan Pipeline.

Kent Myers, City Manager, reported on his meeting with Brad Kott and how he developed his property on Highway 16 towards Kerrville. He stated if the City Council is interested in a similar development then a RFP can be developed.

E. Creation of Mixed-Use Zoning

Brian Jordan, Development Services Director, stated the Planning and Zoning Commission have been discussing the creation and uses of a C-15 Medium Commercial Zoning District, a MU-1 Mixed Use General District and a MU-2 Mixed Use Corridor District. He reviewed the matrix and proposed incentives for developing in certain zones. He also reviewed special site and development regulations, as well as miscellaneous provisions for considerations.

The City Council discussed the different zoning districts and agreed to hold a Joint Meeting with Planning and Zoning Commission.

F. West Main Street Area Zoning and potential development regulations.

Brian Jordan, Development Services Director, reviewed the architect standards and the benefits to extending the special parking provision to correspond with the boundaries of the Historic District and the Historic Shopping District Overlay. He reviewed the potential zonings and the allowable uses.

The City Council discussed their concerns for the neighborhoods that back up to the Commercial Zoned areas.

Brian Jordan, Development Services Director, stated he would prepare a map and identify all commercial areas where there is outdoor music and back up to a residential neighborhood.

G. Roadway extension priority projects related to City Transportation Master Plan.

Clinton Bailey, Assistant City Manager/Director Public Works and Utilities, provided a PowerPoint regarding the Transportation Master Plan Roadway Extension Projects. He reviewed Staff's CIP Project Ranking and the Relief Route Projects along with their estimated cost of the projects. He asked the City Council to submit their ranking of CIP Projects within the next few days.

The City Council discussed the different projects and their cost.

3. ADJOURN

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to adjourn the Tuesday, January 15, 2019 City Council Workshop/Retreat at 1:39 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: January 29, 2019

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Public hearing on the voluntary annexation of approximately 94 acres of land extending from Friendship Lane to US Highway 87, otherwise known as the Dale Crenwelge property (1st of Two required hearings)

Summary:

The property is located on the south side of Friendship Lane, east of US Highway 87 South (see the attached exhibit). The project is called Heather Glen, and is proposed to consist of 5.64 acres of C-2 Commercial fronting on US Highway 87, 10.97 acres of R-2, Mixed Residential, 100.48 acres of R-1A, Single Family Residential – Small Lots, and 8.15 acres of C-1 Neighborhood Commercial (see attached zoning plan). Of Mr. Crenwelge's 125 acres, approximately 31 acres is already in the City Limits. The required public hearings are scheduled for February 4 and February 18. A copy of the Annexation Schedule is attached. The Planning and Zoning Commission will be considering the zoning on the property on February 6, 2019.

Recommendation:

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

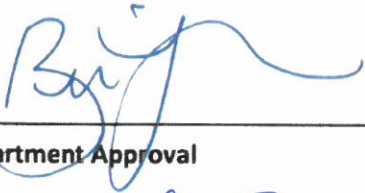
Background / Analysis:

The applicant has submitted their request for zoning on the entire 125 acre site. The proposed zoning will include commercial, small lot single family residential and apartments. Information on the

developer is provided. An annexation agreement is being prepared and will accompany the final annexation consideration.

Attachments:

Summary of the Develop Team, Proposed Zoning Map, General Development Plan, Annexation Schedule



Department Approval



City Manager Approval



City Attorney Approval

ABOUT US | SUMMARY



- HK Real Estate Development is a collaboration between Harry Hausman and Paul Kuo to bring affordable residential lots to regional and national builders within the Austin to San Antonio corridor.
- Current Projects total over \$300M in Market Value
- Current and Past Builder Customers include:
 - ☐ DR Horton
 - ☐ Highland Homes
 - ☐ Chesmar Homes
 - ☐ Gehan Homes
 - ☐ Endeavor Wall Homes
 - ☐ Bellavista Homes
 - ☐ Castlerock Communities
 - ☐ KB Homes
 - ☐ Rausch Coleman Homes
 - ☐ Empire Homes
 - ☐ LGI Homes
 - ☐ Meritage Homes
 - ☐ Horizon View Homes
 - ☐ Armadillo Homes
 - ☐ Ashton Woods Homes
 - ☐ Lennar Homes

TEAM | HARRY HAUSMAN



- Mr. Hausman brings over 25 Years of real estate and development experience to HK Real Estate Development.
- In addition to his extensive land development and acquisition experience, Mr. Hausman maintains an extensive network of real estate professionals to include brokers, builders, developers, engineers, as well as municipal, county, and state agencies to assist him with his development projects.
- Mr. Hausman has developed over 25 residential subdivisions in and around San Antonio, Texas totaling almost \$200M in Market Value.
- Mr. Hausman is a graduate of Texas State University in San Marcos, Texas.

TEAM | PAUL KUO

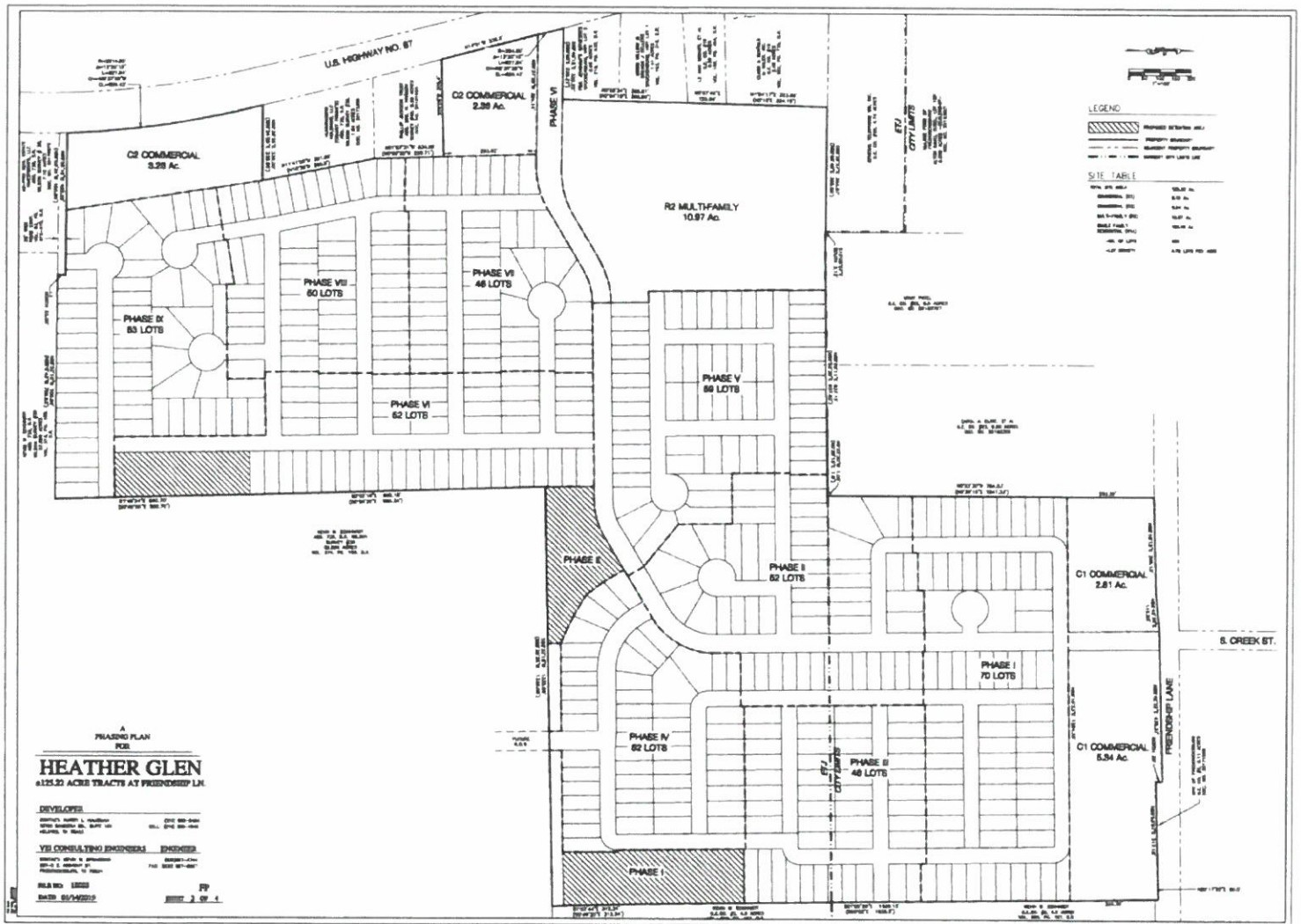


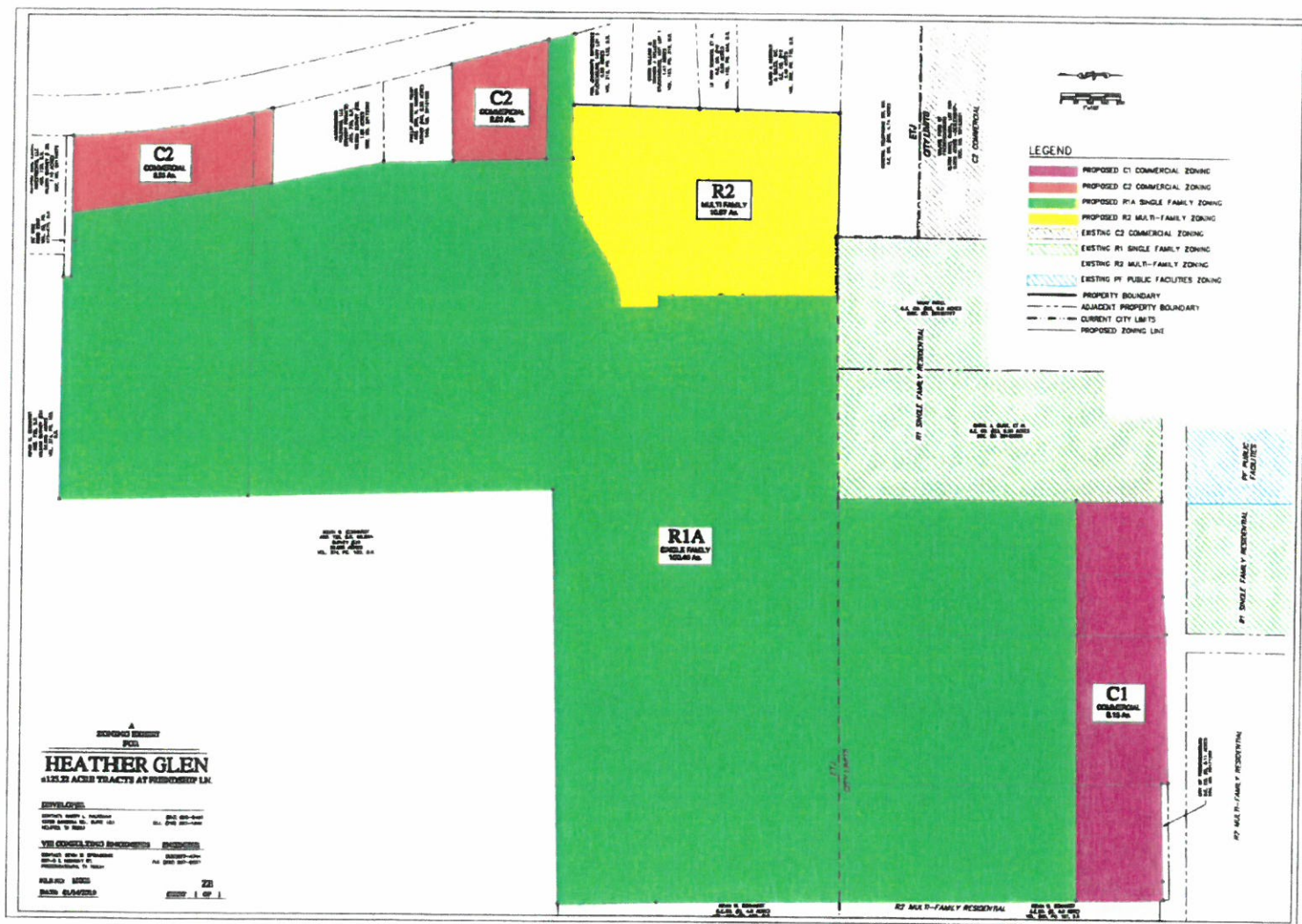
- Mr. Kuo brings over 25 Years of investment and over 15 years of real estate experience to HK Real Estate Development.
- He managed a portfolio of over \$750M for HNW & Institutional Clients and has transacted over \$250M in the Private Equity & Alternative Investment Space
- Mr. Kuo has Extensive experience with Real Estate Private Placement Investments.
- He is a graduate of Texas A&M University and holds a MBA from the University of Texas at Austin.



EXPERIENCE | CURRENT PROJECTS

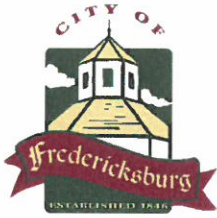
- Hunter's Ranch (1,257 Lots) – Master Planned Community in San Antonio with Bella Vista Homes, Horizon View Homes, Castlerock Communities, Endeavor Wall Homes, and Rausch Coleman Homes. Projected Market Value: \$65M+
- River Bend Ranch (1,800 Lots) – Master Planned Community in San Marcos. Projected Market Value: \$100M+
- Heather Glen (450 Lots) – Starter Home Community in Fredericksburg. Projected Market Value: \$20M+
- Fischer Road Project (1000 Lots) – Starter Home Community in South San Antonio. Projected Market Value: \$15M+
- Hunter's Ridge Project (1025 Lots) – Starter Home Community in Eastern San Antonio with DR Horton. Projected Market Value: \$45M+
- Swenson Heights (829 Lots) – Starter Home Community in Seguin with Bellavista Homes and Castlerock Communities. Projected Market Value: \$40M+
- Hannah Heights (296 Lots) – Starter Home Community in Seguin with Rausch Coleman Homes. Projected Market Value: \$15M+
- Jordan's Creek (143 Lots) – Starter Duplex Home Community and Commercial Development in Seguin. Projected Market Value: \$8M+
- Abbott Place (101 Lots) – Move Up Home Community in Eastern San Antonio with Bella Vista Homes. Projected Market Value: \$6M+





Heather Glen – Tentative Annexation Schedule

Advertisement for Zoning Public Hearing	January 16, 2019 and January 30, 2019
200' Notices for Zoning Public Hearings	January 25, 2019
Advertisement of Annexation Public Hearings	January 23, 2019 and January 30, 2019
1 st Public Hearing (City Council)	February 4, 2019
Zoning Public Hearing (P&Z)	February 6, 2019
2 nd Public Hearing (City Council)	February 18, 2019
Zoning Public Hearing (City Council)	February 18, 2019
Institute Annexation Proceedings (City Council)	Week of March 11, 2019 (special meeting)
Completion of Annexation Process	May 6, 2019 (90 days following Institution of Proceedings)



CITY COUNCIL MEMO

DATE: January 29, 2019
TO: Mayor and City Council
FROM: Shelley Goodwin, City Secretary
SUBJECT: Calling for General Election

Summary:

Ordinance 2019-04 calls for a General Election to be held on Saturday, May 4, 2019. This Ordinance also includes a change to the Early Voting location, Early Voting days and hours, Ballot by Mail information, and Election Day Judge and Alternate Judge.

Recommendation:

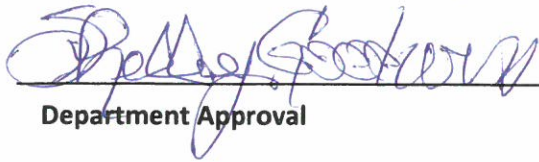
Staff recommends the approval of Ordinance 2019-04 Calling for a General Election.

Background / Analysis:

With the high traffic in City Hall and the high usage of the City Hall Conference Room, staff feels that the Conference Room is not the best site for elections. For public convenience Staff recommends using the Girl Scout Cabin for Early Voting and Election Day. A meeting was held with the Girl Scout Director, and the Department of Justice and the Secretary of State, Election Division has been contacted. The Election Code Section 85.002 allows for the City Council to determine that a polling place is impracticable and designate another place that is near the city secretary's office. Staff will provide additional measures to inform the voters of the Early Voting site change if approved by the City Council.

Attachments:

Ordinance 2019-04 in English and in Spanish
Notice of Election


Department Approval


City Manager Approval

ORDINANCE 2019-04

AN ORDINANCE TO ORDER A GENERAL ELECTION ON MAY 4, 2019 FOR THE CITY OF FREDERICKSBURG FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS TO CITY COUNCIL; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION

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

- 1) That a General Election is hereby ordered to be held on May 4, 2019 in the City of Fredericksburg, Texas for the purpose of electing two (2) City Councilmembers to City Council. Each City Councilmember elected shall serve a term of two years, with their terms terminating in May 2021, or when their successors are duly elected and qualified.
- 2) That at said election, for two (2) candidates and that the two (2) candidates receiving the highest number of votes for said City Council positions shall be elected to office.
- 3) That qualified persons desiring to be candidates for the aforementioned City Council Positions shall file for election as such candidates with the City Secretary beginning at 7:30 a.m. on the 16th day of January 2019 and not later than 5:00 p.m. on the 17th day of February, 2019.
- 4) Voting on Election Day and during early voting shall be done on with paper ballots and paper ballots being used for voting by mail, curbside voting and emergency voting. Votes cast in the May 4, 2019 election will be counted on Election Day at the polling place designated in this ordinance.
- 5) The polling place designated for Fredericksburg voting precincts City 1 and County 1,2,3, and 4 for voting in the May 4, 2019 General Election shall be held at the Fredericksburg Girl Scout Cabin located at 202 W. Austin Street, Fredericksburg, Texas and such polling place shall be open on said Election Day from 7:00a.m. to 7:00 p.m.
- 6) The polling place designated for Fredericksburg voting precincts City 1 and County 1, 2, 3, and 4 for Early Voting for the May 4, 2019 General Election shall be held at the Fredericksburg Girl Scout Cabin located at 202 W. Austin Street, Fredericksburg, Texas. Early Voting will be conducted from April 22 through April 30, 2019 and include the two (2) required 12 hour voting days; voting dates and times are as follows:

Early Voting

Monday: April 22 nd	7:30 am- 4:30 pm
Tuesday: April 23 rd	7:30 am- 4:30 pm
Wednesday: April 24 th	7 am-7 pm
Thursday: April 25 th	7:30 am- 4:30 pm
Friday: April 26 th	7:30 am - 4:30 pm
Monday: April 29 th	7 am-7 pm
Tuesday: April 30 th	7:30 am - 4:30 pm

Election Day

Saturday, May 4 th	7 am-7 pm
-------------------------------	-----------

- 7) Applications for ballot by mail shall be mailed to Shelley Goodwin, Early Voting Clerk, 126 W. Main Street, Fredericksburg, Texas, 78624. Applications for ballots by mail must be received by the Early Voting Clerk no later than the close of business on April 23, 2019.
- 8) The Presiding Judge and Alternate Presiding Judge appointed to conduct the May 4, 2019 General Election are as follows:

Katherine Halmickiek 207 W. Burbank Fredericksburg, Texas 78624	Presiding Judge:
Julia Week 202 Seamoore Drive Fredericksburg, Texas 78624	Alternate Presiding Judge
- 9) The Presiding Judge shall appoint at least two (2) clerks to assist in the proper conduct of the election.
- 10) The Presiding Judge and at least two (2) clerks shall serve as the Early Voting Ballot Board of said election.
- 11) The Presiding Judge, Alternate Presiding Judge and election clerks shall be paid at the rate of \$10.00 per hour.
- 12) Shelley Goodwin will serve as Early Voting Clerk and Margie Rivera as Deputy Early Voting Clerk to assist the Early Voting Clerk in the proper conduct of Early Voting for the May 4, 2019 General Election.
- 13) The notice of the May 4, 2019 General Election of the City of Fredericksburg will be posted and published in accordance with the Election Code of the State of Texas.
- 14) If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.
- 15) That this Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this 4th day of February 2019.

Linda Langerhans
Mayor

ATTEST:

Shelley Goodwin
City Secretary

ORDENANZA 2019-04

Un Ordenanza Para Orden A General Elección En Puede 4, 2019 Para Lla Ciudad De Fredericksburg Para Lla Propósito De Elegir DOS (2) CONCEJALISTAS DE LA CIUDAD Para Ciudad Consejo Hacer Disposiciones Para Lla Conducta De Tal Elección Y Resolver Otros Asuntos Relacionadas con Para Lla Conducta De Tal Elección

Nwo POR lo tanto Ser ES Ordenado Por Lla Ciudad Consejo De Lla Ciudad De Fredericksburg Texas

- 1) Que un general Por la presente, la elección Ordenó que se celebrará en 4 de mayo, 2019 en la ciudad De Fredericksburg Para el propósito de elegir a dos (2) Concejales de la ciudad Consejo. Cada Concejal de la ciudad elegido servirá un plazo de dos Años con sus Términos finalizan en mayo 2021, o cuando sus sucesores Son Debidamente elegidos y Calificado.
- 2) Que en Dijo elección, para dos (2) candidatos Y que los dos (2) candidatos que recibieron el mayor número de votos para dicho Posiciones del Concejo Municipal será Ser Elegido Para Oficina.
- 3) Que personas cualificadas que deseen ser candidatas Mencionado Posiciones del Concejo Municipal deberá presentar para la elección como tales candidatos a la ciudad Principio del Secretario En 7:30 a.m. En los 16TH Día De Enero 2019 y no más tarde de las 5:00 p.m. del día 17 De Febrero, 2019.
- 4) Votación el día de las elecciones Y Durante Temprano Votación será hacerse En con papeletas de papel y papeletas de papel que se utilizan para votar por correo, bordillo Votación y la votación de emergencia. Los votos emitidos en el 4 de mayo, 2019 las elecciones se contarán el día de las elecciones en el lugar de votación Señalado en esta ordenanza.
- 5) Lla Interrogación lugar designado para los distritos electorales de Fredericksburg Ciudad 1 y Condado 1, 2, 3 y 4 para votar en el 4 de mayo, 2019 las elecciones generales se celebrarán en la cabaña de las Girl Scouts de Fredericksburg ubicada En 202 W. Austin Street, Fredericksburg, Texas y Tal lugar de votación será Ser Abierto En Dijo Día de las elecciones desde 7:00A.m. a 7:00 p. m.
- 6) El lugar de votación designado para Fredericksburg Votación Recintos Ciudad 1 y Condado 1, 2, 3 y 4 para la votación anticipada para el 4 de mayo de 2019 Elecciones generales será se celebrará en el Fredericksburg Girl Scout Cabin ubicado En 202 W. Austin Street, Fredericksburg, Texas. Votación anticipada se Ser Realizado De Abril del 22 al 30 de abril de 2019 e incluyen la dos (2) requeridos días de votación de 12 horas; Votación Fechas Y veces son los siguientes:

Votación anticipada

Lunes: Abril 22 Nd	7:30 am-4:30 PM
Martes: Abril 23 Rd	7:30 am-4:30 PM
Miércoles: Abril 24 TH	7 am-7 PM
Jueves: Abril 25 th	7:30 am-4:30 PM
Viernes: Abril 26 TH	7:30 am-4:30 PM

Lunes: Abril 29TH 7 am-7 PM
Martes: 30 de abrilTH 7:30 am-4:30 PM

Elección Día
Sábado Puede 4TH 7 am-7 PM

- 7) Aplicaciones Para Boleta Por Correo será Ser Enviado Para Shelley Goodwin, Temprano Votación Secretario 126 W. Main Street, Fredericksburg Texas 78624. Aplicaciones Para Votos Por Correo Debe Ser Recibido Por Lla Temprano Votación Secretario no Más tarde Que Lla Cerca De Negocio En Abril 23, 2019.
- 8) Lla Juez Presidente y Juez suplente Designado Para Conducta Lla 4 de mayo de 2019 General Elección Son Como Sigue:
Katherine Halmickiek Preside Juez:
207 W. Burbank
Fredericksburg, Texas 78624

Semana de Julia Alternativo Preside Juez
202 Seamoor Drive
Fredericksburg Texas 78624
- 9) Lla Preside Juez será Nombrar En Menos Dos 2 Empleados Para Ayudar En Lla Adecuada Conducta De Lla Elección.
- 10) Lla Preside Juez Y En Menos Dos 2 Empleados será Servir Como la primera Votación Boleta Tablero De Dijo Elección.
- 11) Lla Preside Juez Alternativo Preside Juez Y Elección Empleados será Ser Pagado En Lla Tasa De \$10,00 Para Hora.
- 12) Shelley Goodwin servirá como Temprano Votación Secretario Y Margie Rivera como Diputado Temprano Votación Secretario Para Ayudar Lla Temprano Votación Secretario En Lla Adecuada Conducta De Temprano Votación Para Lla 4 de mayo de 2019 General Elección.
- 13) The Aviso De Lla Mayo 4, 2019 general Elección De Lla Ciudad De Fredericksburg se Ser Publicada Y Publicado En Acuerdo Con Lla Elección Código De Lla Estado De TTejas.
- 14) Si Cualquier Porción De esta ordenanza Es Celebró No válido Por a Corte De Competente Jurisdicción Lla Restante Disposiciones De Este Ordenanza será Permanecer En Completo Fuerza Y Efecto.
- 15) Que Este Ordenanza será Ser Eficaz Inmediatamente Sobre Adopción.

Pasado Y Aprobado Este 4TH Día De Febrero 2019.

Linda Langerhans
Mayor

Atestiguar:

Shelley Goodwin
Ciudad Secretario



NOTICE OF GENERAL ELECTION (AVISO DE ELECCION GENERAL)

To the registered voters of the City of Fredericksburg, Texas:
(a los votantes registrados del Ciudad de Fredericksburg, Texas):

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m., on May, 2019, for voting in a general election to elect two (2) Councilmembers.

(Notifíquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 4th de Mayo de 2019 para votar en la Elección General para elegir dos (2) Concejales.)

LOCATION OF POLLING PLACE FOR ELECTION DAY AND EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED AT: (DIRECCION(ES) DE LAS CASILLAS ELECTORALES)

Girl Scout Cabin
202 W. Austin Street
Fredericksburg, Texas 78624

Early Voting Dates and Hours:		(Votación anticipada)	
Monday: April 22nd	7:30 am- 4:30 pm	Lunes: Abril 22Nd	7:30 am-4:30 PM
Tuesday: April 23rd	7:30 am- 4:30 pm	Martes: Abril 23Rd	7:30 am-4:30 PM
Wednesday: April 24th	7 am-7 pm	Miércoles: Abril 24TH	7 am-7 PM
Thursday: April 25th	7:30 am- 4:30 pm	Jueves: Abril 25th	7:30 am-4:30 PM
Friday: April 26th	7:30 am - 4:30 pm	Viernes: Abril 26TH	7:30 am-4:30 PM
Monday: April 29th	7 am-7 pm	Lunes: Abril 29TH	7 am-7 PM
Tuesday: April 30th	7:30 am - 4:30 pm	Martes: 30 de abrilTH	7:30 am-4:30 PM

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Shelley Goodwin
Early Voting Clerk
126 W. Main Street

Fredericksburg, Texas 78624

Applications for ballots by mail must be received no later than the close of business on April 23, 2019.

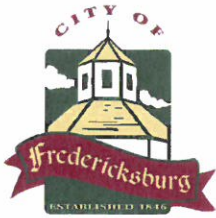
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el Abril 23, 2019.)

Issued this the _____ day of _____, 20____.
(Emitida este día-a _____ de _____, 20____.)

Mayor
(del Alcalde)

City of Fredericksburg

Agenda Packet Page 28



CITY COUNCIL MEMO

DATE: January 29, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Ordinance Calling Sports Park Bond Election

Summary:

Over the past year the City and County have been working together to develop revised plans for the Sports Park located adjacent to Oak Crest Park. These plans have reduced the scope and costs for the improvements. In order to proceed with the improvements as now proposed, \$6.1 million in general obligation (GO) bonds will need to be presented to local voters at the May general election

Recommendation:

It is recommended that the attached ordinance calling a bond election in May for \$6.1 million in GO bonds to finance the construction of the Sports Park be approved.

Background / Analysis:

The total costs for the design and construction of the Sports Park will be \$8.4 million. The County has agreed to fund \$2.3 million of these costs which will leave \$6.1 million that will need to be funded by the City. If the attached ordinance is approved, the City will prepare a fact sheet explaining the Sports Park. In addition, we will present factual information to local organizations.

The revised plans for the Sports Park include soccer fields, baseball fields, softball fields and tennis courts. Many of the improvements previously proposed such as playgrounds, walking trails, pavilions, landscaping

and lighting have been removed from the plans. Local sports associations have agreed to raise the funds in the community to cover the costs for some of these improvements.

Attachments:

Ordinance calling bond election

Schedule for bond election



Department Approval



City Manager Approval

NORTON ROSE FULBRIGHT

January 3, 2019

Via E-Mail

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
United States

Mr. Kent Myers
City Manager
City of Fredericksburg, Texas
126 W. Main Street
Fredericksburg, Texas 78624-3708

W. Jeffrey Kuhn
Partner
Direct line +1 210 270 7131
w.jeffrey.kuhn@nortonrosefulbright.com

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

Re: City of Fredericksburg, Texas Bond Election - May 4, 2019

Dear Mr. Myers:

I enclose as Exhibit A to this letter the caption for the agenda item to be utilized in preparing the agenda for the February 4, 2019 regular meeting of the City Council. Thank you for ensuring this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motion for this item.

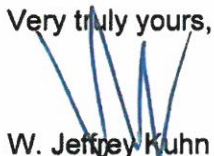
Exhibit A and Exhibit B are included in Word format for your convenience.

I also enclose a draft copy of the Bond Election Ordinance for inclusion in the City Council's agenda packets. Please send any comments to this Bond Election Ordinance to me as soon as possible. Information regarding polling locations remains outstanding and is needed to complete this document. Mr. Wegmiller will complete Section 8 of the Bond Election Ordinance.

Lastly, I enclose a timetable of events for your Bond Election.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,


W. Jeffrey Kuhn

WJK/jcq

Enclosures

cc: VIA EMAIL

Ms. Shelley Goodwin (City of Fredericksburg, Texas)
Ms. Laura Hollenbeck (City of Fredericksburg, Texas)
Mr. Daniel Jones (City of Fredericksburg, Texas)
Mr. Daniel E. Wegmiller (Specialized Public Finance Inc.)
Ms. Kristin Merz (Specialized Public Finance Inc.)

Agenda Packet Page 31

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

37252943.1

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

Mr. Kent Myers
January 3, 2019
Page 2

^NORTON ROSE FULBRIGHT

Mr. Clay Binford (Firm)
Ms. Stephanie V. Leibe (Firm)
Ms. Rosemarie Kanusky (Firm)
Mr. Arnold Cantu III (Firm)
Ms. Lauren N. Ferrero (Firm)
Mr. Matthew A. Lee (Firm)
Mr. John D. Hall (Firm)
Mr. Christopher D. Dvorak (Firm)

EXHIBIT A

1. CONSIDERATION AND APPROVAL OF AN ORDINANCE OF THE CITY OF FREDERICKSBURG, TEXAS CALLING A BOND ELECTION TO BE HELD IN THE CITY OF FREDERICKSBURG, TEXAS; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION
2. PRESENTATION BY BOND COUNSEL CONCERNING BOND ELECTION DOS AND DON'TS

EXHIBIT B

**I MOVE TO ADOPT AN ORDINANCE OF THE CITY OF FREDERICKSBURG,
TEXAS CALLING A BOND ELECTION IN THE AMOUNT OF \$6,100,000**

ORDINANCE 2019-05

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF FREDERICKSBURG, TEXAS; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF FREDERICKSBURG, TEXAS (the *City*), located in Gillespie County, Texas (the *County*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will enter into an election services contract with the County, by and through its County Clerk (the *County Clerk*) in accordance with the provisions of Subchapter D of Chapter 31, as amended, Texas Election Code, or other applicable law, pursuant to which the County will assist with certain aspects of the Election on the City's behalf (being, particularly, the rental by the County to the City of electronic voting machines); and

WHEREAS, the Election may be held jointly with other political subdivisions (such other political subdivisions, collectively, the *Participants*), as provided pursuant to the provisions of an election services agreement and/or a joint election or similar agreement between or among (as applicable) the City and any Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code; and

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the CITY OF FREDERICKSBURG, TEXAS on the 4th day of May, 2019 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Ordinance*), for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION A

“Shall the City Council of the City of Fredericksburg, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$6,100,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, renovating, improving, and equipping City park, recreation (including sports and athletics), and open space improvements, making park, recreation, and open space additions, acquiring lands and rights-of-way necessary thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit A to this Ordinance (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or the designee thereof, in coordination with the County Clerk, or the designee thereof, as necessary or desirable, will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the County Clerk, the City, and the Participants to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

C. The main early voting location is designated in Exhibit B to this Ordinance (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Early Voting Clerk, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the City to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4. The City shall also utilize a Central Counting Station (the *Station*) as provided by Section 127.001, et seq., Texas Election Code, as amended. The Early Voting Clerk, or the designee thereof, is hereby appointed as the Manager and Presiding Judge of the Station and may appoint Station clerks and establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code, as amended. The Council hereby appoints the Early Voting Clerk, or the designee thereof, as the Tabulation Supervisor and the Early Voting Clerk, or the designee thereof, as the Programmer for the Station. Lastly, the Early Voting Clerk will publish notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code, as amended.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF NOT TO EXCEED \$6,100,000 OF CITY OF FREDERICKSBURG, TEXAS GENERAL OBLIGATION BONDS FOR PARK, RECREATION, AND OPEN SPACE IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. A substantial copy of this Ordinance shall serve as a proper notice of the Election. This notice, including a Spanish translation thereof, shall be posted (i) at three public places within the City and at the City Hall not less than 21 days prior to Election Day, (ii) in a prominent location at each polling place on Election Day and during early voting, and shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. In addition, during the 21 days prior to Election Day, the City shall, in a prominent manner, maintain such notice on its internet website.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of its fiscal year beginning October 1, 2018, had outstanding an aggregate principal amount of debt equal to \$ _____; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$ _____; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of _____ per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Board's adoption of this Order, the maximum interest rate for any series of bonds authorized at the Election is ____% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements with the County, acting by and through the County Clerk, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the

Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. To the extent needed or desirable, the County Clerk is hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * * *

PASSED AND APPROVED on the 4th day of February, 2019.

CITY OF FREDERICKSBURG, TEXAS

Linda Langerhans
Mayor

ATTEST:

Shelley Goodwin,
City Secretary

(CITY SEAL)

APPROVED AS TO FORM:

Daniel Jones
City Attorney

[Signature Page to City of Fredericksburg, Texas Ordinance Calling a Bond Election]

EXHIBIT A

CONSIDERATION AND APPROVAL OF AN ORDINANCE OF THE CITY OF
FREDERICKSBURG, TEXAS CALLING A BOND ELECTION TO BE HELD IN
THE CITY OF FREDERICKSBURG, TEXAS; MAKING PROVISION FOR THE
CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS
INCIDENT AND RELATED TO SUCH ELECTION

Exhibit A

ELECTION DAY PRECINCTS AND POLLING PLACES

Election Day: May 4, 2019

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judge: Katherine Halemiecek, Alternate Judge: Julia Weed

TENTATIVE

City Precinct	County Precincts	Polling Location
1	1, 2, 3, 4	Girl Scout Cabin 202 W. Austin Street Fredericksburg, Texas 78624

[The remainder of this page intentionally left blank.]

EXHIBIT B

I MOVE TO ADOPT AN ORDINANCE OF THE CITY OF FREDERICKSBURG,
TEXAS CALLING A BOND ELECTION IN THE AMOUNT OF \$6,100,000.

Exhibit B

EARLY VOTING

Early voting begins Monday, April 22, 2019 and ends on Tuesday, April 30, 2019.

Early Voting Clerk: Shelley Goodwin, City Hall, 126 West Main, Fredericksburg, Texas 78624.

Presiding Judge of the Early Voting Ballot Board: Katherine Halmiciek

Alternate Presiding Judge: Julia Weed

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

Early Voting Polling Place, Dates, and Times

Girl Scout Cabin, 202 W. Austin Street, Fredericksburg, Texas 78624

Monday: April 22nd	7:30 am- 4:30 pm
Tuesday: April 23rd	7:30 am- 4:30 pm
Wednesday: April 24th	7 am-7 pm
Thursday: April 25th	7:30 am- 4:30 pm
Friday: April 26th	7:30 am - 4:30 pm
Monday: April 29th	7 am-7 pm
Tuesday: April 30th	7:30 am - 4:30 pm

Early Voting by Mail

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on Tuesday, April 23, 2019. Applications should be sent to:

Shelley Goodwin
City Hall
126 West Main
Fredericksburg, Texas 78624
email: sbritton@fbgtx.org

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

[The remainder of this page intentionally left blank.]

**CITY OF FREDERICKSBURG, TEXAS BOND ELECTION
TIMETABLE OF EVENTS – SATURDAY, MAY 4, 2019**

Event	Time Required¹	Date	Done
City staff kick-off call with financial advisor and bond counsel	Recommended 4 weeks or more prior to calling the election	January 15, 2019 (Tues.)	
City staff explores polling locations and joint election agreement with election official	Recommended 2 weeks or more prior to calling the election	January 18, 2019 (Fri.)	
City Council adopts an ordinance calling the election	Not more than 90 days or less than 78 days prior to election ²	February 4, 2019 (Mon.)	
Bond counsel orders translations (Spanish, etc.)	Immediately after calling the election	February 5, 2019 (Tues.)	
Bond counsel delivers ballot language to county election official	determined by the election official	<i>estimated</i> February 18, 2019 (Mon.)	
Bond counsel delivers notice of election to the election official ³	Not later than 60 days before election	March 5, 2019 (Tues.)	
Last day to register to vote	30 days prior to election	April 4, 2019 (Thur.)	
City staff publishes first notice of election in English, Spanish, and other applicable languages	Not more than 30 days or less than 14 days prior to election ⁴	<i>submit by April 9, 2019</i> April 10, 2019 (Wed.)	
City staff posts notice of election (all applicable languages) prominently on the City's website	Not later than 21 days prior to election until after election day ⁵	April 12, 2019 (Fri.)	
City staff posts notice of election (all applicable languages) at City Hall on the bulletin board used for posting meeting notices	Not later than 21 days prior to election until after election day ⁵	April 12, 2019 (Fri.)	
City staff posts notice of election (all applicable languages) at three public places within the City ⁶	Not later than 21 days prior to election until after election day ⁵	April 12, 2019 (Fri.)	
City staff publishes second notice of election (all applicable languages)	Exactly one week after first publication	<i>submit by April 16, 2019</i> April 17, 2019 (Wed.)	
Early voting begins	12 days prior to election ⁷	April 22, 2019 (Mon.)	
Early voting ends	4 days prior to election	April 30, 2019 (Tues.)	
Election day	First Saturday in May	May 4, 2019 (Sat.)	
City Council canvasses election returns	Not later than 11 days after election and not earlier than the later of: (1) the 3rd day after election; (2) the date the provisional ballots have been counted; or (3) the date that all timely cast overseas ballot have been counted ⁸	May 7, 2019 (Tues.) through May 15, 2019 (Wed.) ⁹	
End of election contest period	30 days after canvassing	No later than June 14, 2019 (Fri.)	

¹ Unless noted otherwise, when the last day of a calculated period falls on a weekend or holiday, the date moves to the next business day.

² This window is February 3, 2019 to February 15, 2019. Notice of the meeting to call the election should be posted at least 72 hours prior to the meeting.

³ Bond Counsel will provide the election official with appropriate Notices of Election for each polling location.

⁴ The first day to publish the notice is Thursday, April 4, 2019, and the last day is Saturday, April 20, 2019. The second publication must occur one week after the first publication on the same day of the week as the first publication. Legal notices are published in the *Fredericksburg Standard* on Wednesdays. Notice must be submitted by 9:00 a.m. the day before publication. Payment may also be required at that time. The entire notice must be published in both languages.

⁵ Because this deadline falls on Saturday, April 13, 2019, the Secretary of State typically rolls this deadline forward to Monday, April 15, 2019. We recommend early compliance.

⁶ In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements may be followed but need not be. Gov't Code § 1201.028.

⁷ This early voting period applies only to the May election date.

⁸ This canvassing time applies only to the May election date. Notice of the meeting to canvass the election should be posted at least 72 hours prior to the meeting.

⁹ Due to recent changes in state and federal law, final results including mailed and provisional ballots may not be available until the last two days of the canvassing period. An election with close results may be affected.



CITY COUNCIL MEMO

DATE: January 29, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Ordinance Prohibiting Electric Scooters

Summary:

The City Council has previously discussed the need to prohibit the operation of electric scooters in the City due to concerns with public safety.

Recommendation:

It is recommended that the attached ordinance prohibiting the operation of electric scooters in the City Limits be approved.

Background / Analysis:

Many cities across the country are experiencing a dramatic increase in the use of electric scooters. These scooters are starting to cause major concerns to the public safety both in terms of the operators of the scooters as well as pedestrians. As a result, many communities are adopting ordinances to regulate the operation of these scooters.

The City of Fredericksburg attracts thousands of visitors to the community on a weekly basis. These visitors enjoy the historic downtown area and many other attractions. These visitors appreciate their ability to walk around the community without concerns for their public safety. The introduction of electric scooters to this pedestrian experience would be detrimental to their health and safety as well as the

health and safety of City residents. For these reasons, an ordinance prohibiting the use of electric scooters is necessary.

Attachments:


Department Approval


City Manager Approval

ORDINANCE NO. 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING CHAPTER 20 - OFFENSES AND MISCELLANEOUS PROVISIONS - OF THE CODE OF ORDINANCES, ESTABLISHING REGULATIONS RELATED TO THE OPERATION OF MOTOR ASSISTED SCOOTERS IN THE CITY, AND PROVIDING A PENALTY CLAUSE FOR VIOLATIONS.

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

Section 1. That Chapter 20 - OFFENSES AND MISCELLANEOUS PROVISIONS, of the Code of Ordinances, is hereby amended by addition of a Section 20-58 as follows:

Sec. 20-58. – Motor assisted scooters.

- (a) It shall be unlawful for any person to operate a motor assisted scooter on any sidewalk, street, or highway within the City. For the purposes of this Section 20-58, the term “motor assisted scooter” shall have the meaning assigned by Texas Transportation Code § 551.351.
- (b) Finding and intent. The City Council finds that a prohibition of the operation of motor assisted scooters on all sidewalks, streets, and highways within the City is necessary in the interest of safety.
- (c) Upon conviction of any violation of this Section 20-58, a person shall be subject to penalties as provided by Section 1-6 of this Code.

{End of code text}

Section 2. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall become effective ten (10) days after the date of passage.

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

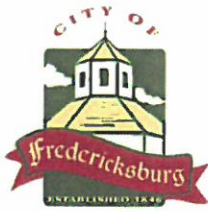
Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



CITY COUNCIL MEMO

DATE: January 21, 2019

TO: Mayor and City Council

FROM: Kris Kammlah, Detective, Fredericksburg Police Department

SUBJECT: City Ordinance for Sex Offender Restrictions

Summary:

The proposed Sex Offender Ordinance would prevent Sex Offenders (pursuant to registration by Texas Code of Criminal Procedure, Chapter 62) from entering, loitering, and residing in "Child Safety Zones". This ordinance will prohibit sex offenders from establishing a residence (temporary or permanent) in a "Child Safety Zone". This ordinance will enforce restrictions on Sex Offenders during a time window on Halloween.

Recommendation:

Consideration and approval of the Sex Offender City Ordinance.

Background / Analysis:

There are currently 40 registered sex offenders residing in Gillespie County with 11 living in the city limits of Fredericksburg and 29 living outside the city limits of Fredericksburg.

Once registered Sex Offenders are released from supervision (Probation/Parole) there are minimal residency restrictions and there are no restrictions for "Child Safety Zones".

In the time frame of 2016-2018 there were 46 reports of sexual assaults in Gillespie County, with 27 occurring in the city limits and 19 occurring outside the city limits of Fredericksburg.

As the Sex Offender Compliance Investigator for the city, I have been contacted by the Texas Parole Board in reference to paroled registered Sex Offenders wanting to reside in Fredericksburg due to Fredericksburg not having a city ordinance regulating residency and restrictions in "Child Safety Zones".

Potential Benefits of Residency Ordinance:

Covers both supervised and unsupervised offenders.

Currently unsupervised offenders have no limitations on where they can reside.

Improves sense of community safety.

Demonstrates the city is proactive in attempting to safeguard our most vulnerable residents.

The Fredericksburg Police Department believes an ordinance has value if it prevents even one child from being a victim.

Attachments:

Map of "Child Safety Zones" in Fredericksburg

Map of registered Sex Offenders residing in Gillespie County

Example of Sex Offender Conditions for offenders on Probation

Example of Sex Offender Bond Conditions for offenders before conviction

Texas Code of Criminal Procedure Chapter 62.063

Texas Code of Criminal Procedure Chapter 42A.453

Texas Code of Criminal Procedure Chapter 62.064

Texas Government Code Sec. 508.187

TML article "Texas Supreme Court Upholds General Law Sex Offender Residency Restrictions"

Texas House Bill No. 1111

San Angelo newspaper article dated January 9, 2016



Department Approval



City Manager Approval

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, CREATING SECTION 20-3. - SEX OFFENDERS - OF CHAPTER 20 - OFFENSES AND MISCELLANEOUS PROVISIONS - OF THE CODE OF ORDINANCES, TO ESTABLISH REGULATIONS RELATED TO THE PROXIMITY OF CHILD SEX OFFENDERS TO AREAS COMMONLY UTILIZED BY CHILDREN, AND PROVIDING A PENALTY CLAUSE FOR VIOLATIONS.

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

Section 1. That, SECTION 20-3. – SEX OFFENDERS, of Chapter 20 - OFFENSES AND MISCELLANEOUS PROVISIONS, of the Code of Ordinances, is hereby created and adopted as follows:

Sec. 20-3. - SEX OFFENDERS

A. Finding and intent.

The City Council finds that child sex predators, who are required to register as a sex offender under Ch. 62 of the Texas Code of Criminal Procedure, present a threat to the health, safety and welfare of children. The City Council further finds that children lack the ability to protect themselves from sexual predators, and additional safety measures are required to prevent certain registered sex offenders from having access to children in areas where children generally feel safe.

It is the intent of this Section 20-3 to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City, by creating areas around locations where children regularly congregate in concentrated numbers, wherein certain registered child sex offenders are prohibited from entering, loitering, or establishing temporary or permanent residency.

B. Definitions.

The following words, terms and phrases, when used in this Section 20-3, shall have the meanings ascribed to them in this Subsection, except where the context clearly indicates a different meaning, and terms not defined here shall be construed as in ordinary and common usage.

Child safety area shall mean all improved and unimproved areas of a lot or tract of land that is used as a private or public elementary or secondary school, a day-care center or facility, a private or public playground, a private or public youth center, a public swimming pool, a video arcade facility, an amusement park, a carnival or fair, a public park, and any children's section of a public library.

Child sex offender shall mean any person with a reportable conviction or adjudication, including an adjudication of delinquent conduct or a deferred adjudication, that, regardless of the pendency of an appeal, is a conviction for or an adjudication for or based on any of the following offenses:

- (1) Continuous sexual abuse of a young child or children (Texas Penal Code § 21.02);
- (2) Indecency with a child (Texas Penal Code § 21.11);
- (3) Sexual assault of a child (Texas Penal Code § 22.011);
- (4) Aggravated sexual assault of a child (Texas Penal Code § 22.021);
- (5) Online solicitation of a minor (Texas Penal Code § 33.021);
- (6) Sexual performance by a child (Texas Penal Code § 43.25);
- (7) Possession or promotion of child pornography (Texas Penal Code § 43.26); or
- (8) A violation of the laws of another state, federal law, laws of a foreign country, or the Uniform Code of Military Justice, if the violation contained elements substantially similar to the elements of the violations described (1) through (7) of this paragraph.

Day-care center or facility shall mean a facility licensed by the State of Texas, which provides care, training, education, custody, treatment, or supervision of children for less than 24 hours a day.

Loiter shall mean standing or sitting idly or without apparent purpose, whether or not in a motor vehicle.

Minor shall mean any person under 18 years of age.

Permanent residence shall mean a place where the person abides, lodges, or resides for 14 or more consecutive days.

Person in authority shall mean the owner, a person authorized by the owner, or a person or business with apparent authority to act for the owner, including but not limited to, a manager or a property management business.

Playground, Premises, School, Video arcade facility, and Youth center shall have the meanings assigned by Texas Health and Safety Code § 481.134.

Public park shall mean:

(1) any land, including improvements to said land, designated as a public park or public recreation area for use by the general public, including but not limited to City parks, water parks, conservation areas, jogging trails, and hiking trails; and

(2) any athletic field that is owned, leased, operated, managed, or maintained by the City, including but not limited to soccer fields, baseball fields, softball fields, basketball courts, and football fields.

Reportable conviction or adjudication shall have the meaning assigned by Texas Code of Criminal Procedure § 62.001(5).

Temporary residence shall mean:

(1) a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent residence; and

(2) a place where a person abides, resides, or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

C. **Sex offender entry and loitering restriction.**

(1) It shall be unlawful for a child sex offender to intentionally or knowingly enter a child safety area.

(2) It shall be unlawful for a child sex offender to intentionally or knowingly loiter within one thousand feet (1000') of a child safety area. Under this Subsection 20-3(C), any distance measurement is made in a straight line, without regard to intervening structures or objects, between the child sex offender's location and the nearest property line of the child safety area.

(3) It is an affirmative defense to prosecution under this Subsection 20-3(C) if at the time of the offense, a child sex offender has entered a child safety area for such time as is necessary to attend a regular, special, or called meeting of a governmental body that is open to the public pursuant to Chapter 551 of the Texas Government Code. The defense under this

Subsection 20-3(C)(3) shall only apply to those areas of the child safety area that are necessary for attendance at the meeting of a governmental body.

- (4) It is an affirmative defense to prosecution under this Subsection 20-3(C) if at the time of the offense, a child sex offender has entered a child safety area for such time as is necessary for the limited purpose of voting at an official polling place located within a child safety area, if the child sex offender qualifies to vote at such polling place. The defense under this Subsection 20-3(C)(4) shall only apply to those areas of the child safety area that are necessary for the limited purpose of voting.
- (5) It is an affirmative defense to prosecution under this Subsection 20-3(C) if at the time of the offense, a child sex offender has entered the premises of any school during the standard operating hours of the school and complied with Texas Code of Criminal Procedure Art. 62.064.
- (6) It is an affirmative defense to prosecution under this Subsection 20-3(C) if at the time of the offense, a child sex offender has entered a child safety area for such time as is necessary for the limited purpose of accompanying a child under 18 years of age on the premises of the child safety area, provided said child sex offender is the parent or legal guardian of the child.

D. Sex offender Halloween restrictions.

- (1) On October 31st of each year, a child sex offender shall:
 - (a) Remain at their residence of registry between the hours of 4:00 p.m. and 11:59 p.m.;
 - (b) Not illuminate any exterior lights upon the premises at their residence of registry between the hours of 4:00 p.m. and 11:59 p.m.; and
 - (c) Not invite or entice trick-or-treaters to solicit the premises at their residence of registry.
- (2) It shall be unlawful for a child sex offender to fail to comply with this Subsection 20-3(D). A culpable mental state is not required for the commission of an offense under this Subsection 20-3(D), and need not be alleged or proved.
- (3) It is an affirmative defense to prosecution under this Subsection 20-3(D) that the child sex offender was required to report and did report to a specified location on October 31st between the hours of 4:00 p.m. and 11:59 p.m., as a condition of their probation or parole.

- (4) It is an affirmative defense to prosecution under this Subsection 20-3(D) that the child sex offender was at a location outside the City limits and remained outside the City limits, between the hours of 4:00 p.m. and 11:59 p.m. on October 31st.
- (5) It is an affirmative defense to prosecution under this Subsection 20-3(D) that the child sex offender was working at said offender's place of employment, or traveling directly to or from said offender's place of employment, between the hours of 4:00 p.m. and 11:59 p.m. on October 31st.

E. Sex offender residence restriction.

- (1) It shall be unlawful for a child sex offender to establish a permanent residence or temporary residence within one thousand feet (1000') of a child safety area. Under this Subsection 20-3(E), any distance measurement is made in a straight line, without regard to intervening structures or objects, between the nearest property line of the premises of the child sex offender's residence and the nearest property line of the child safety area.
- (2) It is a defense to prosecution under this Subsection 20-3(E) if at the time of the offense, a child sex offender:
 - (a) has established the residence and complied with all the sexual offender registration laws of the State of Texas prior to the effective date of the ordinance from which this Section is derived; and
 - (b) has not received a reportable conviction or adjudication involving a minor victim after the effective date of the ordinance from which this Section is derived.
- (3) It is a defense to prosecution under this Subsection 20-3(E) if at the time of the offense, a child sex offender:
 - (a) has established the residence and complied with all sexual offender registration laws of the State of Texas prior to the date a new child safety area is established within one thousand feet (1000') of the residence; and
 - (b) has not received a reportable conviction or adjudication involving a minor victim after the date the new child safety area is established within one thousand feet (1000') of the residence.

{End of code text}

Section 2. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Penalty. That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances.

Section 5. Effective Date. This ordinance shall be effective on and after March 1, 2019.

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

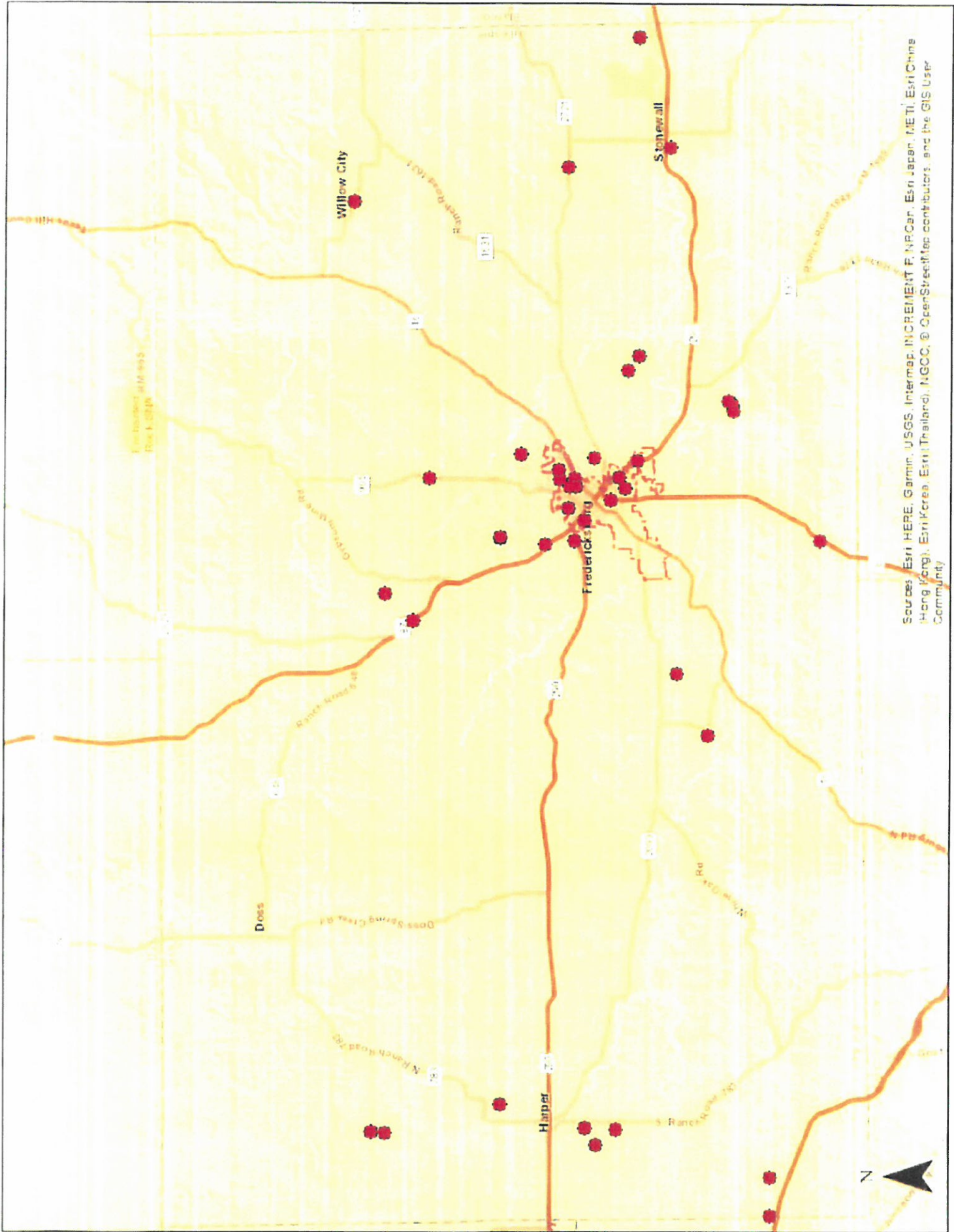
Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

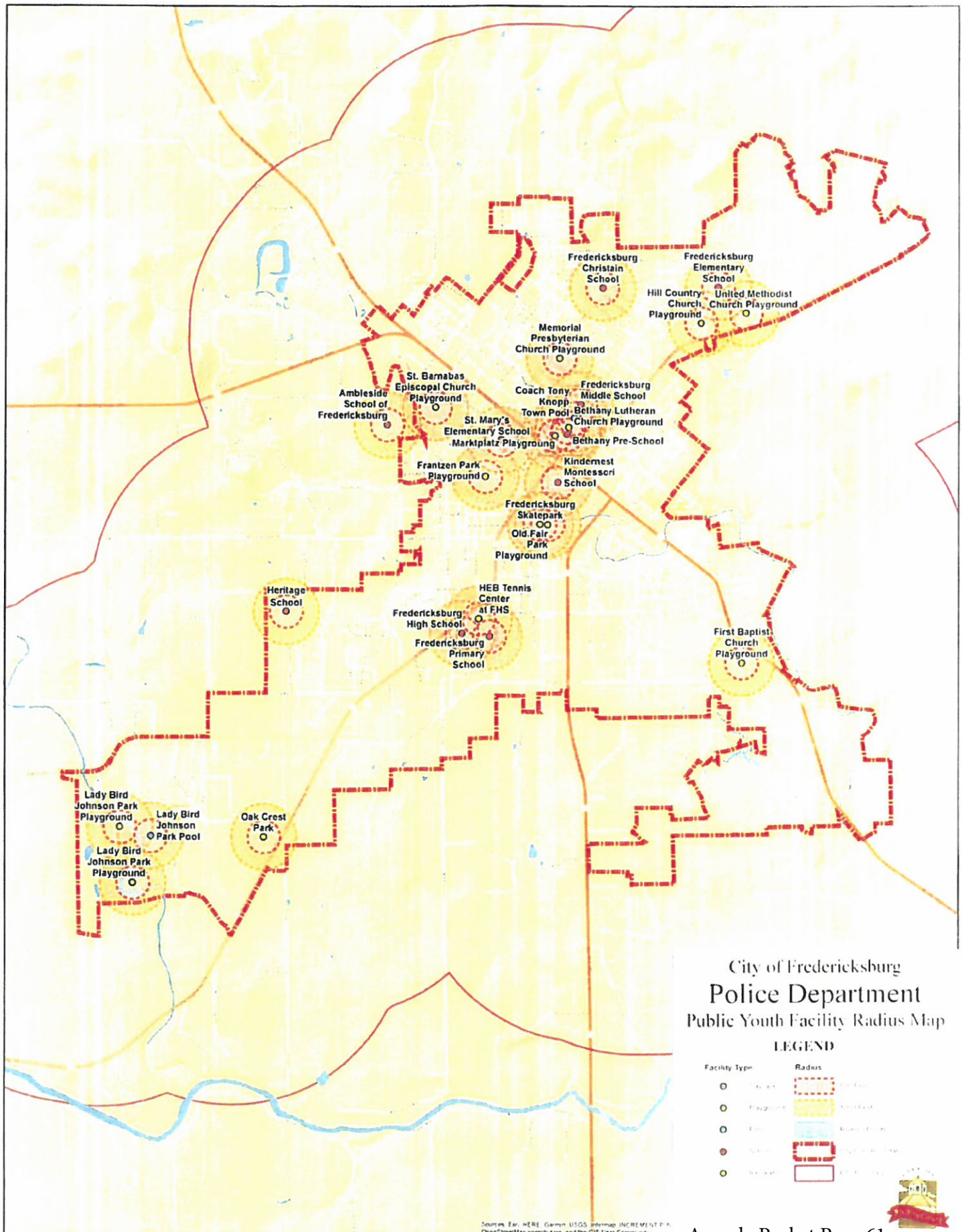
Shelley Goodwin, City Secretary

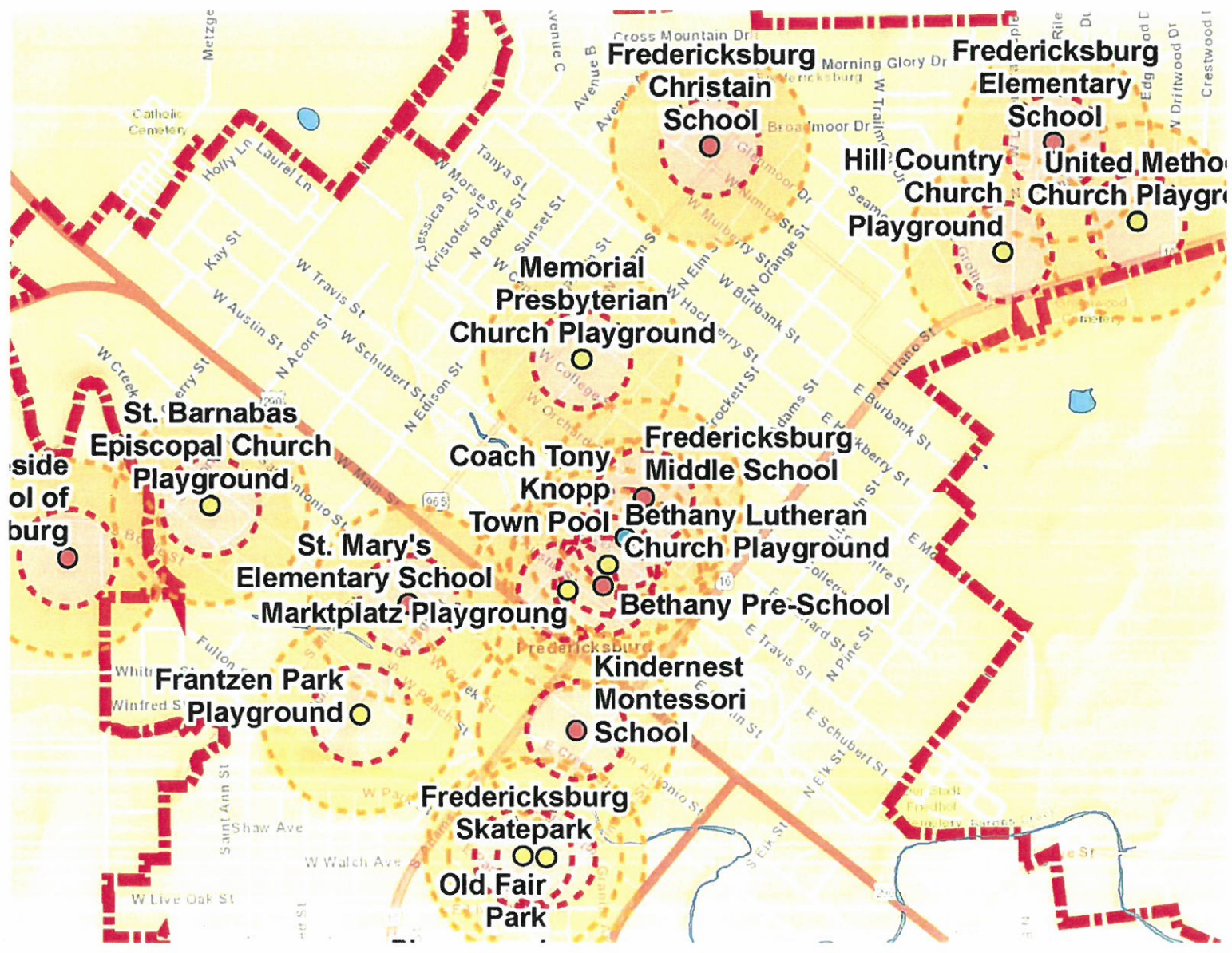
APPROVED AS TO FORM:

Daniel Jones, City Attorney



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Swire, Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community





CAUSE NO. _____

THE STATE OF TEXAS	§	IN THE _____ COURT
	§	
VS.	§	_____ JUDICIAL DISTRICT
	§	
_____	§	GILLESPIE COUNTY, TEXAS

SEX OFFENDER BOND CONDITIONS

The court finds that the best interest of the defendant and society would be served by imposing the following bond conditions, which are necessary to protect the public and the victim and to insure that the defendant appears at all court setting. Said conditions are set out below.

You are hereby **ORDERED** to comply with the following terms as a condition of any bail bond, whether surety or personal recognizance:

1. You shall have no direct or indirect contact with the alleged victim in this case or any other minor, including your own children.
2. You shall not enter onto the premises where the alleged victim in this case or any other minor, including your own child, resides.
3. You shall not spend the night in any house, tent or other shelter in which there are minor children, including your own children.
4. You shall not enter on to the premises of fast food establishments, parks, playgrounds, sites of school functions, shopping malls, video arcades, or movie theaters.
5. You shall not reside or go within 500 yards from any school, day care center, park or other area where minors congregate.
6. You shall not violate any laws of the State of Texas, of any other State, or of the United States. You shall report any such violations, including traffic citations or warnings, immediately to the Probation Officer.
7. You shall not possess any pornographic material and you shall not access pornographic material in any manner whatsoever.
8. You shall abide by a curfew, specifically; you shall be inside your residence between the hours of 10:00 PM and 6:00 AM.
9. You shall not leave the state of Texas without the prior written approval of the court.
10. You shall, upon receiving a copy of these bond conditions and posting a bond, immediately, or the first business day, if the date you receive a copy of these bond conditions or the date you post bond is not a business day, report to the Community Supervision and Corrections Department (Adult Probation) of this county, and report thereafter at least once per month or more often, if so directed by the Probation Officer assigned to supervise these bond conditions.
11. At the time you report to the 216th/198th Judicial District Community Supervision and Corrections Department, you shall pay a bond supervision fee of \$60.00 with a like payment due on the first day of each month thereafter until the bond in this case is terminated.

For the purposes of the Order establishing Sex Offender Bond Conditions the following **DEFINITIONS OF TERMS REGARDING CONTACT WITH MINORS** shall apply:

Updated 7/14/17

1. A **MINOR** is defined as anyone under 18 years old.
2. **CONTACT** can mean several things, specifically including without limitation:
 - a. Actual physical touching.
 - b. Associations or relationship taking any action which furthers a relationship with a minor such as writing letters, sending messages or buying presents;
 - c. Communication in any form.
3. Types of contact, specifically including without limitation are:
 - a. **PROXIMITY CONTACT** which is being in the proximity of a minor (such as in the same house, yard, store, or restaurant) where communication could be established with a minor. If a minor is known to the offender, the offender should control the situation by leaving. (It is not appropriate to put the responsibility on the minor to avoid communication). If a minor is in a nonpublic place and if the minor is not going to leave, the offender should leave. (Example; a minor selling magazines door to door, minors come into your yard to play or ask questions, minors come to visit a friend while you are at a friend's house). This constitutes a high risk for grooming behaviors, opportunity or interpretation of having an opportunity of inappropriate contact. If the minor is unknown to the offender and is in a public place (encountered at a grocery store, church, movies, etc.): First, all effort should be made to minimize such contact by timing visits to public places when minors are not likely to be present. (Example: Do not go to Saturday afternoon matinees at the movies). If this is done, and a minor initiates communications, the offender should immediately move away from the minor's area. If the minor persists in trying to communicate, the offender should leave the public place.
 - b. **DIRECT CONTACT** which is making 1:1 contact with a minor and includes in person visits, touching, talking on the phone, letters or written notes, e-mail and internet communications, making proximity contact with a minor.
 - c. **INDIRECT CONTACT** which is making contact with a minor through another person and includes asking the mother, teacher, or a friend to tell a minor something, or to have minor answer questions, send pictures, deliver or receive packages, gifts, or money.
12. Other: _____

Signed this the ____ day of _____, 20__.

JUDGE PRESIDING

By signing below, I hereby acknowledged that I have received a copy of this order.

Signature of Defendant

Date & time received

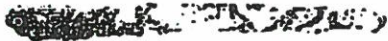
CC: ☐ Defendant
☐ Adult Probation ☐ Bondsman

Updated 7/14/17

EXHIBIT "A"
CAUSE NO. 4.

THE STATE OF TEXAS

VS.



§
§
§
§
§

IN THE DISTRICT COURT

216th JUDICIAL DISTRICT

GILLESPIE COUNTY, TEXAS

SEX OFFENDER CONDITIONS
PROBATION

You are hereby **ORDERED** to comply with the following additional sex offender conditions as a condition of probation:

1. You shall have no direct or indirect contact with any minor, including your own children.
2. You shall not enter into any residence, or onto the premises of any residence where any minor resides, or is a guest .
3. You shall not spend the night in any house, tent, building, or other shelter in which there are minor children.
4. You shall avoid proximity contact with minors and you shall not attend any party, function, or gathering where any minor is present or in attendance (such as weddings, funerals, graduations, parties, family gatherings, school functions, etc). You shall not enter onto the premise of any restaurant with an indoor or outdoor playground.
5. You shall not reside or go within 500 yards of any school, school premises, daycare center, park, movie theater, other place where minor children regularly congregatc.
6. You shall not go within 200 yards of any school, school premises, daycare center, park, movie theater, wedding, party, funeral, function, or other place or area where minor children are congregated. You shall immediately leave said area or place if a minor child, although not present when you first arrived, arrives at a later time while you are at the place or area.
7. You shall not possess any pornographic material and you shall not access pornographic material in any manner whatsoever.
8. You shall abide by a curfew between the hours of 10:00 P.M. and 6:00 A.M., to wit, you shall be inside your residence no later than 10:00 P.M. and there remain until 6:00 A.M .
9. You shall not leave the state of Texas without the prior written approval of the Court.
10. You shall permit the search of your residence, outbuildings at your residence, and vehicle by your probation officer or law enforcement acting at the request of your probation officer, without prior notice or search warrant.
11. You shall not supervise or participate in any program that includes as participants or recipients persons who are under the age of 18 years.

12. You shall not access any social networking sites and you shall not maintain or use or access any Facebook or MySpace account or any other such social networking site and you shall immediately, within 48 hours of the date of this judgment, delete any such accounts that you have set up or are in your name.
13. You shall provide your probation officer with any email address or online identifiers that you use. You shall also provide your probation officer with the phone number of any cellular phone which you use.
14. You shall not possess any firearms or ammunition or reside at any residence with firearms or ammunition present at the residence.
15. At your own expense, you shall participate and cooperate with the mental health treatment program for sex offenders in the 216th Judicial District. You shall remain in said program selected by your probation officer until you have successfully completed said program and you have been given written permission to withdraw from said program by said mental health provider, your probation officer, and the court.

For purposes of this order, the following DEFINITIONS OF TERMS shall apply:

1. A MINOR is defined as anyone under 18 years old.
2. CONTACT can mean:
 - a. Actual physical touching;
 - b. Association or relationship, taking any action which furthers a relationship with a minor such as writing letters, sending messages or buying presents;
 - c. Communication in any form, whether direct or indirect.
 - d. Proximity contact, direct contact, indirect contact.
3. Types of contact are:
 - a. PROXIMITY CONTACT means being within 5 feet of a minor in a public place for more than two minutes (such as in a store, restaurant, church, etc.) or attending any type of function or gathering where there are minors in attendance (such as weddings, parties, receptions, funerals, school activities or functions, etc.). If the accused is in the same proximity as a minor, in a private place, the accused should immediately leave said place. If the defendant is in a public place, (such as store, restaurant, church, etc.) the accused should immediately move away from the minor as far as possible and not communicate with said minor. If the minor attempts to initiate contact with the defendant, the defendant shall immediately leave the area.
 - b. DIRECT CONTACT means contact with a minor and includes in person visits, touching, talking on the phone, letters or written notes, e-mail, text, and internet communications.
 - c. INDIRECT CONTACT means making contact with a minor through another person and includes asking anyone to tell a minor something, or to have a minor answer questions, send pictures, deliver or receive packages, gifts, or money.

PORNOGRAPHIC MATERIAL is defined as any material or image depicting the genitals, buttocks, or breast of a child or adult, regardless of gender and unclothed children or adults, regardless of gender.

CCP Chapter 62.063 Prohibited Employment for Sexual Violent Offenses under 14yoa

(a) In this article:

(1) "Amusement ride" has the meaning assigned by Section 2151.002, Occupations Code.

(2) "Bus" has the meaning assigned by Section 541.201, Transportation Code.

(b) A person subject to registration under this chapter because of a reportable conviction or adjudication for which an affirmative finding is entered under Article 42.015(b) or 42A.105(a), as appropriate, may not, for compensation:

(1) operate or offer to operate a bus;

(2) provide or offer to provide a passenger taxicab or limousine transportation service;

(3) provide or offer to provide any type of service in the residence of another person unless the provision of service will be supervised; or

(4) operate or offer to operate any amusement ride.

TEXAS CODE OF CRIMINAL PROCEDURE

Art. 42A.453. CHILD SAFETY ZONE. (a) In this article, "playground," "premises," "school," "video arcade facility," and "youth center" have the meanings assigned by Section 481.134, Health and Safety Code.

(b) This article applies to a defendant placed on community supervision for an offense under:

(1) Section 20.04(a)(4), Penal Code, if the defendant committed the offense with the intent to violate or abuse the victim sexually;

(2) Section 20A.02, Penal Code, if the defendant:

(A) trafficked the victim with the intent or knowledge that the victim would engage in sexual conduct, as defined by Section 43.25, Penal Code; or

(B) benefited from participating in a venture that involved a trafficked victim engaging in sexual conduct, as defined by Section 43.25, Penal Code;

(3) Section 21.08, 21.11, 22.011, 22.021, or 25.02, Penal Code;

(4) Section 30.02, Penal Code, punishable under Subsection (d) of that section, if the defendant committed the offense with the intent to commit a felony listed in Subdivision (1) or (3); or

(5) Section 43.05(a)(2), 43.25, or 43.26, Penal Code.

(c) If a judge grants community supervision to a defendant described by Subsection (b) and the judge determines that a child as defined by Section 22.011(c), Penal Code, was the victim of the offense, the judge shall establish a child safety zone applicable to the defendant by requiring as a condition of community supervision that the defendant:

(1) not:

(A) supervise or participate in any program that:

(i) includes as participants or recipients persons who are 17 years of age or younger; and

(ii) regularly provides athletic, civic, or cultural activities; or

(B) go in, on, or within 1,000 feet of a premises where children commonly gather, including a school, day-care facility, playground, public or private youth center, public swimming pool, or video arcade facility; and

(2) attend psychological counseling sessions for sex offenders with an individual or organization that provides sex offender treatment or counseling as specified or approved by the judge or the defendant's supervision officer.

(d) Notwithstanding Subsection (c)(1), a judge is not required to impose the conditions described by Subsection (c)(1) if the defendant is a student at a primary or secondary school.

(e) At any time after the imposition of a condition under Subsection (c)(1), the defendant may request the court to modify the child safety zone applicable to the defendant because the zone as created by the court:

(1) interferes with the defendant's ability to attend school or hold a job and consequently constitutes an undue hardship for the defendant; or

(2) is broader than is necessary to protect the public, given the nature and circumstances of the offense.

(f) A supervision officer for a defendant described by Subsection (b) may permit the defendant to enter on an event-by-event basis into the child safety zone from which the defendant is otherwise prohibited from entering if:

(1) the defendant has served at least two years of the period of community supervision;

(2) the defendant enters the zone as part of a program to reunite with the defendant's family;

(3) the defendant presents to the supervision officer a written proposal specifying where the defendant intends to go within the zone, why and with whom the defendant is going, and

how the defendant intends to cope with any stressful situations that occur;

(4) the sex offender treatment provider treating the defendant agrees with the supervision officer that the defendant should be allowed to attend the event; and

(5) the supervision officer and the treatment provider agree on a chaperon to accompany the defendant and the chaperon agrees to perform that duty.

(g) Article 42A.051(b) does not prohibit a supervision officer from modifying a condition of community supervision by permitting a defendant to enter a child safety zone under Subsection (f).

(h) Notwithstanding Subsection (c)(1)(B), a requirement that a defendant not go in, on, or within 1,000 feet of certain premises does not apply to a defendant while the defendant is in or going immediately to or from a:

(1) community supervision and corrections department office;

(2) premises at which the defendant is participating in a program or activity required as a condition of community supervision;

(3) residential facility in which the defendant is required to reside as a condition of community supervision, if the facility was in operation as a residence for defendants on community supervision on June 1, 2003; or

(4) private residence at which the defendant is required to reside as a condition of community supervision.

(i) A supervision officer who under Subsection (c)(2) specifies a sex offender treatment provider to provide counseling to a defendant shall:

(1) contact the provider before the defendant is released;

(2) establish the date, time, and place of the first session between the defendant and the provider; and

(3) request the provider to immediately notify the supervision officer if the defendant fails to attend the first session or any subsequent scheduled session.

Added by Acts 2015, 84th Leg., R.S., Ch. 770 (H.B. 2299), Sec. 1.01, eff. January 1, 2017.

TEXAS CODE OF CRIMINAL PROCEDURE

Art. 62.064. PROHIBITED LOCATION OF RESIDENCE. A person subject to registration under this chapter may not reside on the campus of a public or private institution of higher education unless:

- (1) the person is assigned a numeric risk level of one based on an assessment conducted using the sex offender screening tool developed or selected under Article 62.007; and
- (2) the institution approves the person to reside on the institution's campus.

Added by Acts 2017, 85th Leg., R.S., Ch. 329 (H.B. 355), Sec. 1, eff. September 1, 2017.

Text of article as added by Acts 2017, 85th Leg., R.S., Ch. 924 (S.B. 1553), Sec. 3

For text of article as added by Acts 2017, 85th Leg., R.S., Ch. 329 (H.B. 355), Sec. 1, see other Art. 62.064.

Art. 62.064. ENTRY ONTO SCHOOL PREMISES; NOTICE REQUIRED.

(a) In this article:

(1) "Premises" means a building or portion of a building and the grounds on which the building is located, including any public or private driveway, street, sidewalk or walkway, parking lot, or parking garage on the grounds.

(2) "School" has the meaning assigned by Section 481.134, Health and Safety Code.

(b) A person subject to registration under this chapter who enters the premises of any school in this state during the standard operating hours of the school shall immediately notify the administrative office of the school of the person's presence on the premises of the school and the person's registration status under this chapter. The office may provide a chaperon to

accompany the person while the person is on the premises of the school.

(c) The requirements of this article:

(1) are in addition to any requirement associated with the imposition of a child safety zone on the person under Section 508.187, Government Code, or Article 42A.453 of this code; and

(2) do not apply to:

(A) a student enrolled at the school;

(B) a student from another school participating at an event at the school; or

(C) a person who has entered into a written agreement with the school that exempts the person from those requirements.

Added by Acts 2017, 85th Leg., R.S., Ch. 924 (S.B. 1553), Sec. 3, eff. September 1, 2017.

TEXAS GOVERNMENT CODE

Sec. 508.187. CHILD SAFETY ZONE. (a) This section applies only to a releasee serving a sentence for an offense under:

- (1) Section 43.25 or 43.26, Penal Code;
- (2) Section 21.02, 21.11, 22.011, 22.021, or 25.02, Penal Code;
- (3) Section 20.04(a)(4), Penal Code, if the releasee committed the offense with the intent to violate or abuse the victim sexually;
- (4) Section 30.02, Penal Code, punishable under Subsection (d) of that section, if the releasee committed the offense with the intent to commit a felony listed in Subdivision (2) or (3);

(5) Section 43.05(a)(2), Penal Code; or

(6) Section 20A.02, Penal Code, if the defendant:

(A) trafficked the victim with the intent or knowledge that the victim would engage in sexual conduct, as defined by Section 43.25, Penal Code; or

(B) benefited from participating in a venture that involved a trafficked victim engaging in sexual conduct, as defined by Section 43.25, Penal Code.

(b) A parole panel shall establish a child safety zone applicable to a releasee if the panel determines that a child as defined by Section 22.011(c), Penal Code, was the victim of the offense, by requiring as a condition of parole or mandatory supervision that the releasee:

(1) not:

(A) supervise or participate in any program that includes as participants or recipients persons who are 17 years of age or younger and that regularly provides athletic, civic, or cultural activities; or

(B) go in, on, or within a distance specified by the panel of premises where children commonly gather, including a school, day-care facility, playground, public or private youth center, public swimming pool, or video arcade facility; and

(2) attend for a period of time determined necessary by the panel psychological counseling sessions for sex offenders with an individual or organization that provides sex offender treatment or counseling as specified by the parole officer supervising the releasee after release.

(b-1) Notwithstanding Subsection (b)(1)(B), a requirement that a releasee not go in, on, or within a distance specified by a parole panel of certain premises does not apply to a releasee while the releasee is in or going immediately to or from:

- (1) a parole office;
- (2) premises at which the releasee is participating in a program or activity required as a condition of release;
- (3) a residential facility in which the releasee is required to reside as a condition of release;
- (4) a private residence in which the releasee is required to reside as a condition of release; or
- (5) any other premises, facility, or location that is:

(A) designed to rehabilitate or reform the releasee; or

(B) authorized by the division as a premises, facility, or location where it is reasonable and necessary for the releasee to be present and at which the releasee has legitimate business, including a church, synagogue, or other established place of religious worship, a workplace, a health care facility, or a location of a funeral.

(c) A parole officer who under Subsection (b)(2) specifies a sex offender treatment provider to provide counseling to a releasee shall:

- (1) contact the provider before the releasee is released;
- (2) establish the date, time, and place of the first session between the releasee and the provider; and
- (3) request the provider to immediately notify the officer if the releasee fails to attend the first session or any subsequent scheduled session.

(d) At any time after the imposition of a condition under Subsection (b)(1), the releasee may request the parole panel to modify the child safety zone applicable to the releasee because the zone as created by the panel:

(1) interferes with the releasee's ability to attend school or hold a job and consequently constitutes an undue hardship for the releasee; or

(2) is broader than necessary to protect the public, given the nature and circumstances of the offense.

(e) A parole officer supervising a releasee may permit the releasee to enter on an event-by-event basis into the child safety zone that the releasee is otherwise prohibited from entering if:

(1) the releasee has served at least two years of the period of supervision imposed on release;

(2) the releasee enters the zone as part of a program to reunite with the releasee's family;

(3) the releasee presents to the parole officer a written proposal specifying:

(A) where the releasee intends to go within the zone;

(B) why and with whom the releasee is going; and

(C) how the releasee intends to cope with any stressful situations that occur;

(4) the sex offender treatment provider treating the releasee agrees with the officer that the releasee should be allowed to attend the event; and

(5) the officer and the treatment provider agree on a chaperon to accompany the releasee, and the chaperon agrees to perform that duty.

(f) In this section, "playground," "premises," "school," "video arcade facility," and "youth center" have the meanings assigned by Section 481.134, Health and Safety Code.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 12.01, eff. Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 978, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 593 (H.B. 8), Sec. 3.41, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 515 (H.B. 2014), Sec. 3.03, eff. September 1, 2011.

Acts 2017, 85th Leg., R.S., Ch. 997 (H.B. 1111), Sec. 1, eff. September 1, 2017.

Texas Supreme Court Upholds General Law Sex Offender Residency Restrictions

Last Friday, the Texas Supreme Court upheld a general law city's sex offender ordinance that complies with House Bill 1111, passed in 2017. The case is styled *City of Krum v. Taylor Rice* (<http://www.search.txcourts.gov/SearchMedia.aspx?MediaVersionID=b7249311-a97c-49ce-aded-cf34d71f5fb6&coa=cossup&DT=OPINION&MediaID=49735715-b439-4a90-89ad-4e0c841818f7>).

In 2014, Rice pled guilty to sexual assault of a fourteen-year-old. Rice agreed to deferred adjudication, the terms of which barred him from going "within 1,000 feet of a premise where children commonly gather, including a... playground," until 2024.

Rice also had to register as a sex offender. At the time, the City of Krum had in place a sex offender residency restrictions ordinance (SORRO) prohibiting registered sex offenders who had committed violations involving minors under the age of sixteen from residing "within 2,000 feet of any premises where children commonly gather."

Rice challenged the city's ordinance, alleging that general law cities had no authority to enact a SORRO, largely based on a March 2007 opinion from the Texas attorney general's office. He claimed that, because they are incorporated under the general laws, and no general law expressly delegates the authority to enact a sex offender residency restriction ordinance, the defendant cities are not authorized to enact one.

While the lawsuit was pending, the Texas Legislature passed H.B. 1111, a TML priority bill. The bill's effective date was September 1, 2017, and it effectively overruled the attorney general's opinion. Among other things, the bill caps the distance of any SORRO at 1,000 feet and requires an exemption for persons who established residence within a restricted zone before the effective date of the relevant ordinance. After the bill's effective date, Krum passed an amended SORRO that complies with its requirements. The amended ordinance prohibits registered sex offenders from living within 1,000 feet of a "child safety zone."

The court held that Rice's challenge to the SORRO is moot in light of H.B. 1111 because the bill clearly empowers general law cities to enact ordinances that limit the movements of sex offenders. Rice filed a motion for rehearing, which is pending.

TML member cities may use the material herein for any purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.

[Back to Legislative Update Index \(/legis_updates.asp\)](#)

Texas Municipal League 1821 Rutherford Lane, Suite 400 Austin, Texas 78754 512-231-7400 Terms & Conditions of Use (/p/TML%20Website%20Terms%20and%20Conditions%20of%20Use_7%2030%2013_SH.pdf) (</p/10reasonsTMLAssociate.pdf>)



(<http://www.facebook.com/TexasMunicipalLeague>)



(http://www.twitter.com/TML_Texas)



(https://www.instagram.com/tml_texas)

AN ACT

relating to the child safety zone applicable to registered sex offenders and to certain other persons who are released on parole or to mandatory supervision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 508.187, Government Code, is amended by adding Subsection (b-1) to read as follows:

(b-1) Notwithstanding Subsection (b)(1)(B), a requirement that a releasee not go in, on, or within a distance specified by a parole panel of certain premises does not apply to a releasee while the releasee is in or going immediately to or from:

- (1) a parole office;
- (2) premises at which the releasee is participating in a program or activity required as a condition of release;
- (3) a residential facility in which the releasee is required to reside as a condition of release;
- (4) a private residence in which the releasee is required to reside as a condition of release; or
- (5) any other premises, facility, or location that is:
 - (A) designed to rehabilitate or reform the releasee; or
 - (B) authorized by the division as a premises, facility, or location where it is reasonable and necessary for the releasee to be present and at which the releasee has legitimate business, including a church, synagogue, or other established place of religious worship, a workplace, a health care facility, or a location of a funeral.

SECTION 2. Section 508.225, Government Code, is amended by adding Subsection (a-1) to read as follows:

(a-1) Notwithstanding Subsection (a)(2), a requirement that an inmate not go in, on, or within a distance specified by a parole panel of certain premises does not apply to an inmate while the inmate is in or going immediately to or from:

- (1) a parole office;
- (2) premises at which the inmate is participating in a program or activity required as a condition of release;
- (3) a residential facility in which the inmate is required to reside as a condition of release;
- (4) a private residence in which the inmate is required to reside as a condition of release; or
- (5) any other premises, facility, or location that is:
 - (A) designed to rehabilitate or reform the inmate; or
 - (B) authorized by the division as a premises, facility, or location where it is reasonable and necessary for the inmate to be present and at which the inmate has legitimate business, including a church, synagogue, or other established place of religious worship, a workplace, a health care facility, or a location of a funeral.

SECTION 3. Subchapter Z, Chapter 341, Local Government Code, is amended by adding Section 341.906 to read as follows:

Sec. 341.906. LIMITATIONS ON REGISTERED SEX OFFENDERS IN GENERAL-LAW MUNICIPALITIES. (a) In this section:

(1) "Child safety zone" means premises where children commonly gather. The term includes a school, day-care facility, playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

(2) "Playground," "premises," "school," "video arcade facility," and "youth center" have the meanings assigned by Section 481.134, Health and Safety Code.

(3) "Registered sex offender" means an individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.

(b) To provide for the public safety, the governing body of a general-law municipality by ordinance may restrict a registered sex offender from going in, on, or within a specified distance of a child safety zone in the municipality.

(c) It is an affirmative defense to prosecution of an offense under the ordinance that the registered sex offender was in, on, or within a specified distance of a child safety zone for a legitimate purpose, including transportation of a child that the registered sex offender is legally permitted to be with, transportation to and from work, and other work-related purposes.

(d) The ordinance may establish a distance requirement described by Subsection (b) at any distance of not more than 1,000 feet.

(e) The ordinance shall establish procedures for a registered sex offender to apply for an exemption from the ordinance.

(f) The ordinance must exempt a registered sex offender who established residency in a residence located within the specified distance of a child safety zone before the date the ordinance is adopted. The exemption must apply only to:

(1) areas necessary for the registered sex offender to have access to and to live in the residence; and

(2) the period the registered sex offender maintains residency in the residence.

SECTION 4. Sections 508.187 and 508.225, Government Code, as amended by this Act, apply to a person on parole or mandatory supervision on or after the effective date of this Act, regardless of whether the person was released on parole or to mandatory supervision before, on, or after that date.

SECTION 5. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 1111 was passed by the House on May 9, 2017, by the following vote: Yeas 144, Nays 1, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1111 on May 26, 2017, by the following vote: Yeas 144, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1111 was passed by the Senate, with amendments, on May 24, 2017, by the following vote: Yeas 28, Nays 3.

Secretary of the Senate

APPROVED: _____
Date

Governor

Lack of City Ordinance Equals More Sex Offenders in San Angelo

Lack of City Ordinance Equals More Sex Offenders in San Angelo (<https://sanangelolive.com:443/news/san-angelo/2016-01-09/lack-city-ordinance-equals-more-sex-offenders-san-angelo>) [1]

By Simone Brooks | Jan. 9, 2016 10:00 am

In mid-December of 2015, parents of the Goliad Elementary school district became increasingly concerned about a registered sex offender, Danny Branaman, who was seen scoping out the campus and watching the children during their P.E. class. According to the Texas DPS, Branaman was a registered sex offender against a minor child (https://records.txdps.state.tx.us/SexOffender/PublicSite/Application/Search/Individual.aspx?IND_IDN=5106098) [2]. Concerned parents contacted the authorities, but unfortunately, since San Angelo doesn't have a city ordinance on sex offenders restricting them from areas where children are, there was nothing police could do unless Branaman violated the law.

San Angelo police did go out to monitor the situation, but had there been a sexual offender ordinance in place, more could have been done to ensure the safety of children and calm the nerves of the concerned parents. The perception from that incident is that the city of San Angelo has issues with sex offenders patrolling its schools, parks and other areas where kids gather because city law lacks additional protections from sex offenders.

The Department of Public Safety requires a sex offender to register in the Texas Sex Offender Registration Program and report annually to local law enforcement. The law requires adult and juvenile sex offenders to register with the local law enforcement authority of the city they reside, or, if the sex offender doesn't reside in a city, with the local law enforcement authority of the county they reside.

However, many states and cities don't have any statutes further regulating where sex offenders may or may not live.

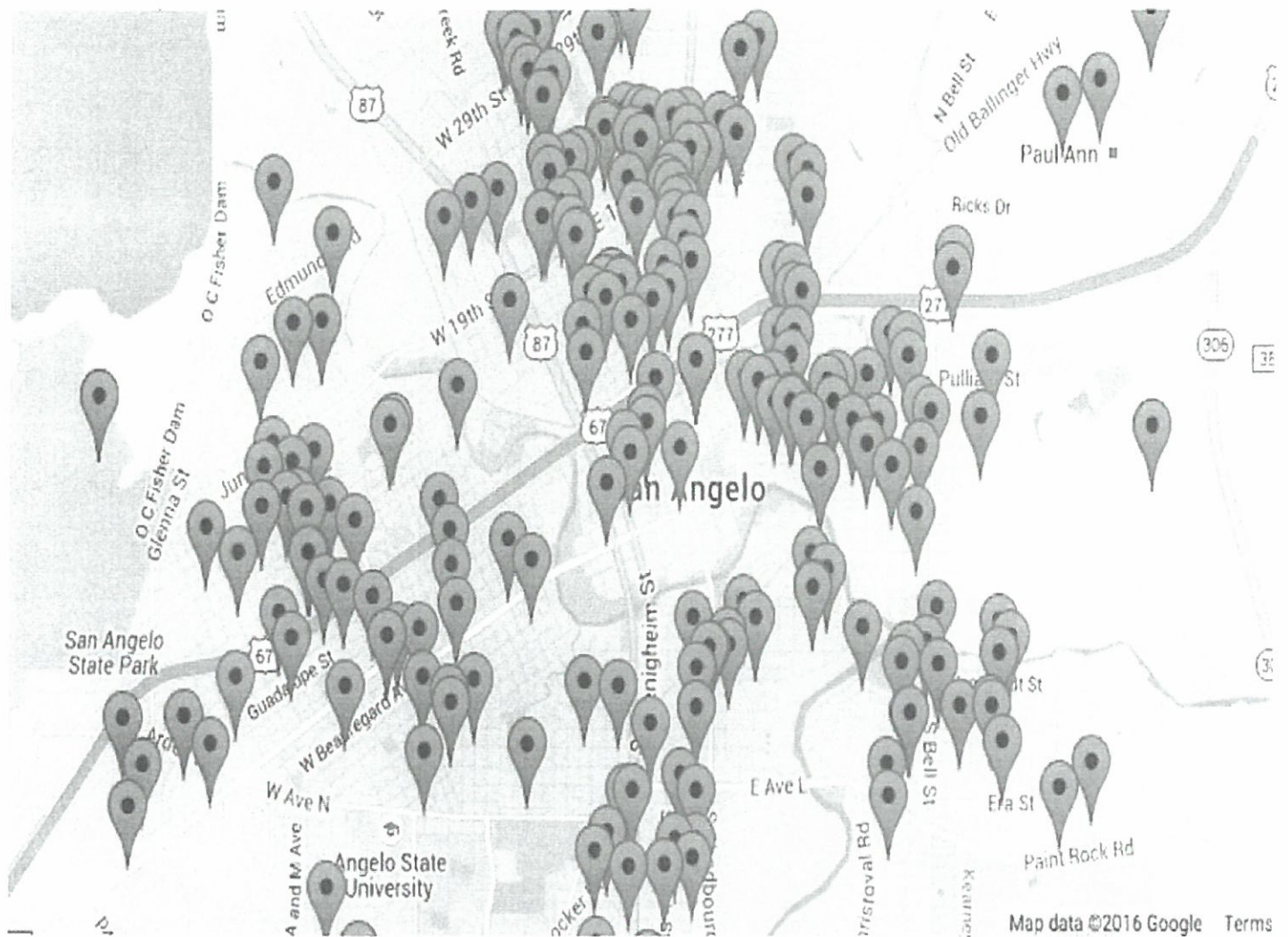
Bonnie Slone, investigative assistant with the Tom Green County Sheriff's Office Criminal Investigation Division, said, "There are no ordinances in San Angelo or Tom Green County, so [sex offenders] are free to live wherever." This also means they can go near and on school property, parks, community centers, and any other areas in which children frequent without restrictions.

However, schools are notified before the year begins of sex offenders in the area, and residences are notified if there is a high-risk offender in their neighborhood, Slone noted.

"I send out a packet before school starts each year with their name, date of birth, address and a picture of the offender to the school where that offender lives in their district," Slone explained. "If an offender is a high-risk offender, a post card is mailed by DPS to the neighbors when the offender moves to a new address at the offenders' expense."

.Above: Each pin is the location of a registered sex offender in San Angelo, Texas. (DPS graphic)

According to the sex offender database, San Angelo holds over 340 registered sex offenders without restrictions other than registering. When comparing this number to other Texas cities similar in size and population to San Angelo that do have city ordinances on sex offenders, their numbers in registered sex offenders are considerably lower.



Here are the statistics:

- San Angelo's population as of the 2014 Census was 97,492, and is the home to approximately 347 registered sex offenders without any city sex offender ordinance.
- League City's population as of the 2014 Census was 94,403, and is the home to only 27 registered sex offenders. League City has a city sex offender ordinance. That city's ordinance states, "If a person is required to register on the Texas Department of Public Safety's Sex Offender Database because of a violation involving a victim who was less than 17 years of age, it is unlawful for that person to establish a permanent residence or temporary residence within 2,000 feet of any premises where children commonly gather including, but not limited to, a school, day care center, playground, public or private youth center, public swimming pool or video arcade facility."
- Lewisville's population as of the 2014 Census was 102,889, and was home to only 39 registered sex offenders with a city sex offender ordinance. That city's ordinance states, "It is unlawful for a person to establish a permanent or temporary residence within 1,500 feet of any premises where children commonly gather if the person is required to register on the state department of public safety sex offender database because of a conviction(s) involving a minor."

There are approximately 48 cities in the state of Texas that have enacted a city sex offender ordinance, and their numbers range from 0 to 55 registered sex offenders within their city limits. One of our neighboring towns, Winters, has an ordinance and the small municipality is still home to 14 registered sex offenders. Midland, Odessa, Abilene and Brownwood, like San Angelo have not enacted a sex offender ordinance, and their numbers of sex offenders are significantly higher ranging from 110 to 450 registered within their respective cities.

Texas cities such as Angleton, Alvin, Brazoria, Clute, Cuero, Danbury, Freeport, Jones Creek, Lake Jackson, Manvel, Oyster Creek, Richwood, Sweeny, and West Columbia have enacted ordinances that require certain sex offenders to place a sign in their front yard announcing they are sex offenders as a condition of community supervision.

Additionally, these states have enacted residency restriction statutes on sex offenders:

- Alabama
- Arkansas
- California
- Florida
- Georgia
- Illinois
- Indiana
- Iowa
- Kentucky
- Louisiana
- Ohio
- Oklahoma
- Oregon
- Tennessee

Arkansas, Georgia, Kansas, Michigan, Virginia, Washington and Wisconsin have adopted a state law that requires certain sex offenders to wear a GPS device for the rest of their lives. Texas is testing this technology.

Charlotte Farmer, San Angelo City Council member for District 6, tried to do something years ago.

She said, "Back in 1999, I was reading an article on sex offenders, and it really alarmed me. Right across the road from my grandchildren, a gentleman's son was a registered sex offender and the son came to live with the dad. It alarmed me because we didn't find out about it until long after he had been there. I just felt like there should have been some sort of prior notice to the families in the neighborhood. I started to do a little research at that time; then I talked to state and I got a publication of all of the names and address of registered sex offenders in Tom Green County. I was stunned at the numbers there were. At the time I was doing my research on it, Tom Green County ranked 17th in the state of Texas on registered sex offenders--17th in a state of this size. To have that many, and for our city to not have any type of ordinance or prevention methods or anything like that, was just unacceptable to me. I could get a lot of traction, [but] I couldn't get a lot of momentum and couldn't get anybody on City Council at the time [who] would come up with a suggestion, or ordinance, on any other cities that we could follow if it were good."

Farmer said she has been willing to place other city ordinances on the city council agenda to get direction from Council, and this one would be no different. In order to move forward with a successful ordinance, however, there has to be at least four votes from city council members.

In addition to an ordinance, Child Safety Zones can be imposed by judges and a parole panel on certain sex offenders. These zones limit where and around whom a sex offender may be present as a condition of community supervision. Additionally, an offender may not go in or on, or within a distance specified by the judge of, a premises where children commonly gather, including school, day-care facility, playground, public or private youth center, public swimming pool, or video arcade facility. It is unclear whether or not San Angelo implements these zones or has established any; this is being looked into further by Councilwoman Farmer.

In order not to have federal funds decreased, the Jessica Lunsford Act (HB 8 passed in 2007) asserts that states must require certain convicted sex offenders to wear a global positioning device (GPS) for 5 years after their release from prison if they have been convicted twice for failing to register as a sex offender, or for 10 years if they have been deemed sexual predators. However, the San Angelo authorities could not confirm nor deny whether or not San Angelo is enforcing this act.

Registering in the DPS Sex Offender Database is up to the offender to register themselves.

"Most sex offenders are yearly [registrars] on their birthdate," said Slone. "They have 30 days before and 30 days after their birthdate to come in. Most offenders must register for the rest of their lives. Most juvenile offenders are required to register for 10 years. The charge of Indecency by Exposure now has a 10 year duty to register."

Sex offenders are also required to notify authorities of any changes that happen such as a change in jobs, cell phone number, email, Facebook, driver's license, vehicles, license plates, nearest relatives, and so on. They have seven days in which to notify authorities.

Slone noted, "If they have no changes in their status, I don't need to hear from them until next year, 30 days before to 30 days after their birthdate. Twice a year the deputies are given paperwork on the offenders and they go to their house to make sure they still live there. The deputies ask them about any changes, list all the vehicles at the house, list all the people in the house and check their phone numbers and drivers' license. These checks are done randomly through the year."

Slone also explained that if a sex offender has more than two offenses of a sexual nature, he or she must register quarterly or every 90 days.

"If an offender is transient, the offender must give a location where [he or she] will be sleeping and must report to me every 30 days until a permanent address is obtained," said Slone. "If they do not do what is required, we get a warrant for 'Failure to Comply as a Sex Offender' felony charge against them."

Slone clarified that there is no reason a sex offender should be exempt from registering.

She said, "Even when they are on the list to be removed from the registry, they must keep up their registration until the registrar is notified that they are free from registering. I have had one offender who had to continue to register for one year after he was listed to be removed. On the DPS website, it is listed when their duty to register expires."

For more information about the Sex Offender Registration Program, please visit the DPS home page on registering as a sex offender in Texas (http://www.txdps.state.tx.us/administration/crime_records/pages/sexoffender.htm) [3].

View the sex offender list here (<https://records.txdps.state.tx.us/SexOffender/>) [4].

For further information on the Lewisville, TX Regulation of Sex Offender Residency, please visit their ordinance page (https://www.municode.com/library/tx/lewisville/codes/code_of_ordinances?nodeId=PTIICOOR_CH8MIOF_ARTIIIRESEOFRE) [5].

For further information on the League City, TX Regulation of Sex Offender Residency, please visit their ordinance page (<http://www.leaguecity.com/DocumentCenter/Home/View/2065>) [6].

Get more stories like this by signing up for our daily newsletter, The LIVE! Daily (<https://sanangelolive.com:443/user/register>) [7].

Post a Rant

Already a member of San Angelo LIVE? [Log In \(/user/login?destination=node/11619#comments\)](/user/login?destination=node/11619#comments)

Username *

Create a Username

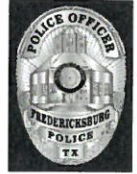
Enter Your rant Here

Start typing a rant here.

Agenda Packet Page 85



SEX OFFENDER ORDINANCE



The regulation of safe areas for children inside the city where certain convicted sexual offenders are not allowed to be.



SEX OFFENDER ORDINANCE



Texas community supervision
Probation/Parole laws, as well as
City Ordinances, may require the
imposition of a
"child safety zone"



CHILD SAFETY ZONES



A "child safety zone" prohibits certain individuals from going in, on, or within a specified distance of a premise where children commonly gather.

(schools, day care facilities, or playgrounds)



SEX OFFENDERS IN GILLESPIE COUNTY



- 40 – total number of Sex Offenders living in Gillespie County (12/11/2018)
- 11 – living in Fredericksburg
- 29 – living in the county
- OFFENDERS AFFECTED BY THE ORDINANCE
- 36 - total number of Sex Offenders with victims under the age of 17



SEX OFFENDERS IN GILLESPIE COUNTY



- Number of Sex Offenders currently on Probation/Parole with "Child Safety Zone" restrictions:
- 10 on Probation
- 3 on Parole



SEX OFFENDERS IN GILLESPIE COUNTY



Number of Sexual Assaults
reported in Gillespie County
from 2016-2018.

27 – in the city of Fredericksburg

19 – in the county



SEX OFFENDERS IN GILLESPIE COUNTY

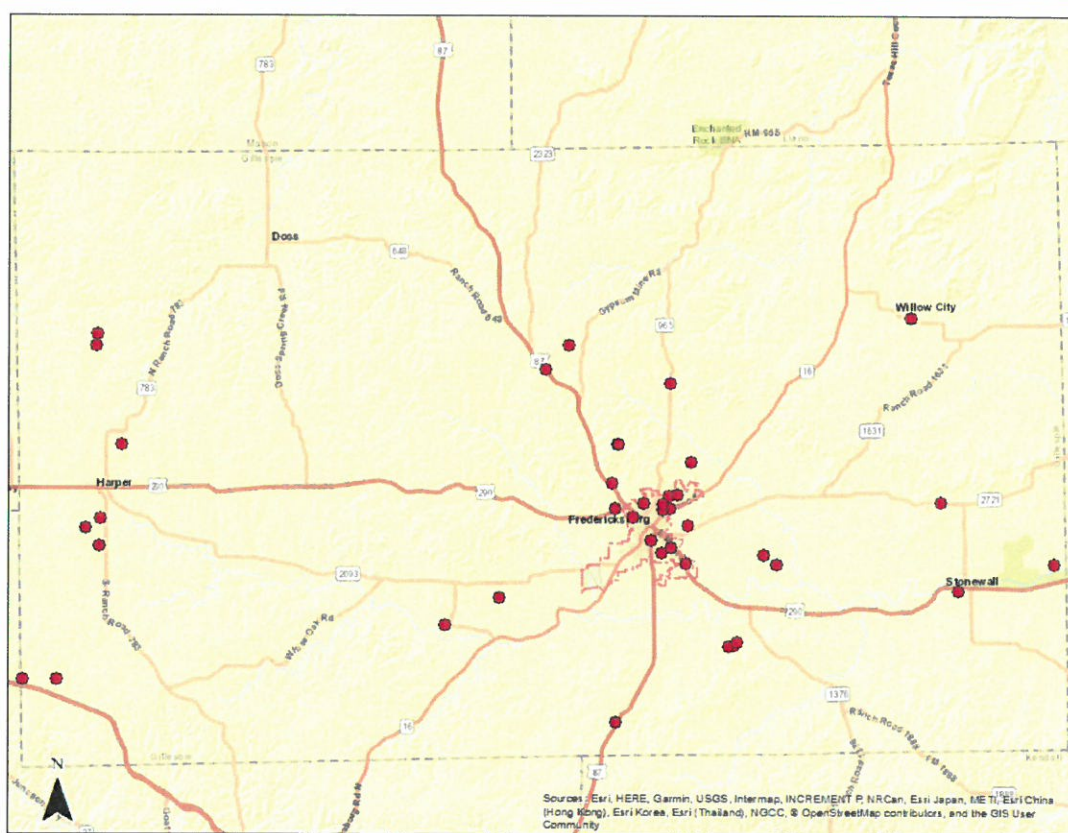


Number of Sex Offender
Registration Compliance cases
reported in 2016-2018

10 – in the city of Fredericksburg
2 – in the county

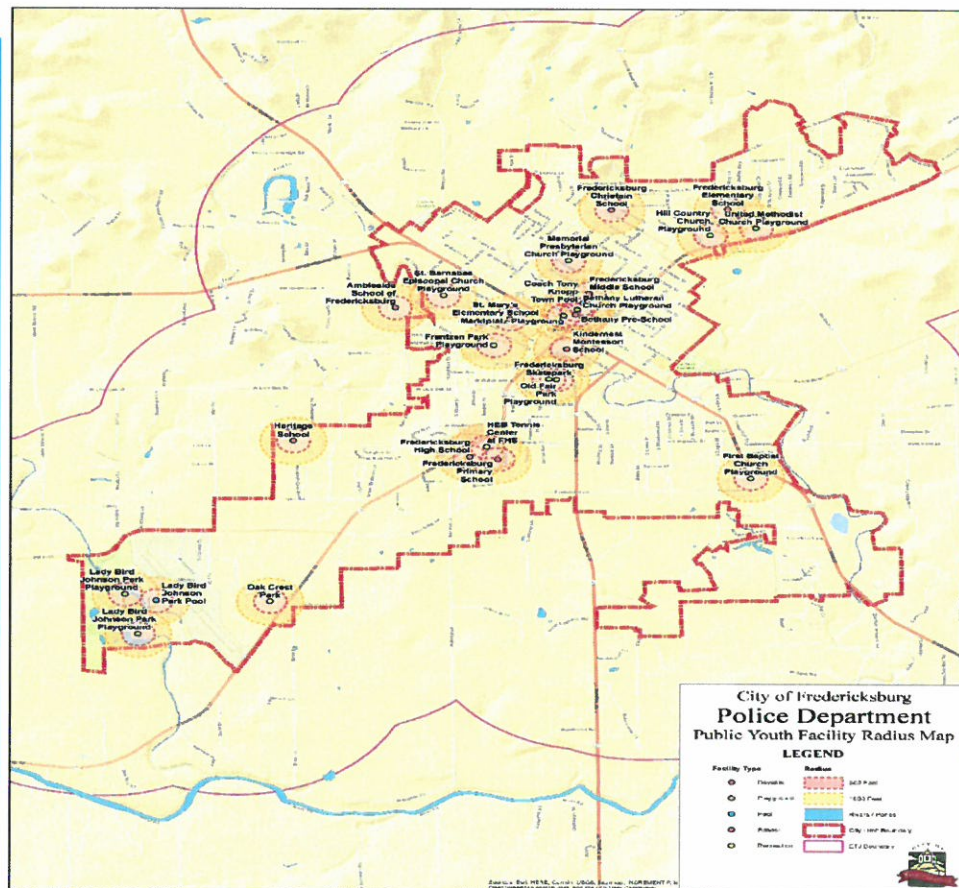


REGISTERED SEX OFFENDERS RESIDING IN GILLESPIE COUNTY



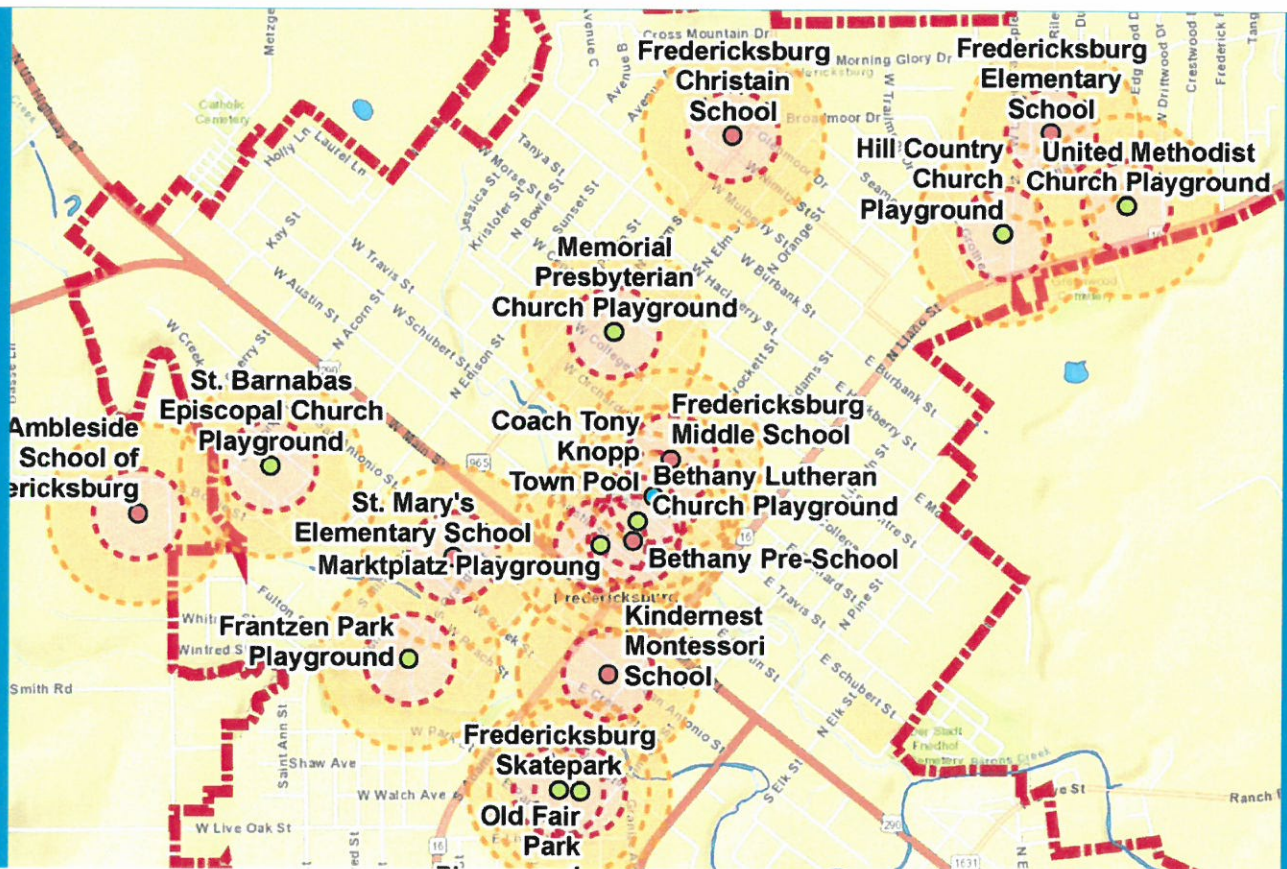


"CHILD SAFETY ZONES" IN FREDERICKSBURG





"CHILD SAFETY ZONES" IN FREDERICKSBURG





SEX OFFENDER ORDINANCE



The goal of this City Ordinance is to help restrict where certain Sex Offenders can loiter and reside after they are released from Probation or Parole.



CITY COUNCIL MEMO

DATE: January 29, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Utility Rate Increase

Summary:

Over the past several months the City Council has been presented with various information in support of the first utility rate increase that we have had in over five years.

Recommendation:

It is recommended that the attached ordinance approving increases in water and wastewater rates be approved.

Background / Analysis:

Last summer the City Council was presented with information on the capital improvement needs for both our water and wastewater system. As we proceeded through the process of developing the 2019 City Budget, additional information was provided supporting the need for an increase in both water and wastewater rates. These new rates will support both existing costs as well as the debt service costs for the major water improvement project which was approved several months ago.

Our rate consultant, Grady Reed with HDR Engineering has made several presentations to the City Council on the rate increase. Attached is a copy of his recent presentation which has lowered the amount of the rate increase previously recommended. If approved, a water customer who uses 10,000 gallons per month will experience an increase of \$4.11 a month in their water bill this year. A customer who uses

5,000 gallons of wastewater will have a monthly increase of \$1.33 in their wastewater bill. Revenues from these increases are included in the 2019 Budget previously approved by the City Council.

Attachments:

Ordinance setting new water and wastewater rates.
Power point presentation summarizing rate increase


Department Approval


City Manager Approval

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE 16.000 – WATER AND SEWER RATES AND FEES, OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR WATER AND SEWER UTILITY SERVICE PROVIDED BY THE CITY.

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

Section 1. That, Section 16.300, entitled “Water Department Utility Rates”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended by deletion of Section 16.300 in its entirety, and the following substituted therefore:

Sec. 16.300. - Water Department Utility Rates.

(Effective March 1, 2019)

Class	Unit Measure	Gallon Usage	Rate per thousand
Residential	Minimum	0	\$10.31
5/8" meter *	PLUS		
	Per 1,000	1-6,000	\$2.18
		6,001-12,000	\$3.49
		12,001-18,000	\$5.67
		18,001-25,000	\$8.29
		25,001-50,000	\$9.27
		Over 50,000	\$12.54
Residential	Minimum	0	\$17.19
1" meter	PLUS		
	Per 1,000	1-6,000	\$2.18
		6,001-12,000	\$3.49
		12,001-18,000	\$5.67
		18,001-25,000	\$8.29
		25,001-50,000	\$9.27
		Over 50,000	\$12.54

Residential	Minimum	0	\$54.99
2" meter	PLUS		
	Per 1,000	1-6,000	\$2.18
		6,001-12,000	\$3.49
		12,001-18,000	\$5.67
		18,001-25,000	\$8.29
		25,001-50,000	\$9.27
		Over 50,000	\$12.54
Residential	Minimum	0	\$343.67
6" meter	PLUS		
	Per 1,000	1-6,000	\$2.18
		6,001-12,000	\$3.49
		12,001-18,000	\$5.67
		18,001-25,000	\$8.29
		25,001-50,000	\$9.27
		Over 50,000	\$12.54
Commercial	Minimum	0	\$10.31
5/8" meter	PLUS		
	Per 1,000	1-10,000	\$2.13
		Over 10,000	\$3.38
Commercial	Minimum	0	\$17.19
1" meter	PLUS		
	Per 1,000	1-10,000	\$2.13
		Over 10,000	\$3.38
Commercial	Minimum	0	\$54.99
2" meter	PLUS		
	Per 1,000	1-10,000	\$2.13

		Over 10,000	\$3.38
Multi-family **	Minimum	0	\$10.31
5/8" meter	PLUS		
	Per 1,000	1-10,000	\$2.13
		Over 10,000	\$3.38
Multi-family **	Minimum	0	\$17.19
1" meter	PLUS		
	Per 1,000	1-10,000	\$2.13
		Over 10,000	\$3.38
Multi-family **	Minimum	0	\$54.99
2" meter	PLUS		
	Per 1,000	1-10,000	\$2.13
		Over 10,000	\$3.38
Industrial	Minimum	0 - 2,000	\$264.94
	Per 1,000	2,001 - 2,000,000	\$1.91
		2,001,001- 6,500,000	\$2.18
		Over 6,500,000	\$2.96

* This category shall include Manufactured Home Parks wherein one or more common meter(s) serves the entire development. The amount of the bill shall be determined as follows: The total number of gallons used for all meters divided by the total number of homes in the development each month shall be used to calculate the usage and this shall be added to the number of minimum fees times the said number of homes. Example for 20 homes with 200,000 gallons of usage: results in 10,000 gallons attributable to each home at \$2.18 per thousand up to 6,000 (\$13.08) and \$3.49 for 6,001 to 10,000 (\$13.96) or \$27.04 per home plus the \$10.31 minimum times 20 units, or \$206.20 for a total bill of \$747.00. The rates for Manufactured Home Parks in this category are effective March 1, 2019.

** Multi-family—Four or more dwelling units on one property or four or more dwelling units on one meter.

Rates for all Categories of services for all properties lying outside the City limits shall be double those rates listed above, including minimum charges.

{End of code text}

Section 2. That, Section 16.301, entitled “Charge for Reclaimed and Bulk Potable Water Sales”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended by deletion of Section 16.301 in its entirety, and the following substituted therefore:

Sec. 16.301. - Charge for Reclaimed and Bulk Potable Water Sales.

(a) *Reclaimed water:* A minimum rate of \$20.00 for each customer for each calendar month in which reclaimed water is purchased plus \$1.50 per 1,000 gallons for unlimited amounts, as available.

(b) *Bulk potable water:* A minimum rate of \$54.97 for each customer for each calendar month in which potable water is purchased plus \$2.13 per 1,000 gallons for one to 10,000 gallons per month and \$3.37 per 1,000 gallons for over 10,000 gallons.

{End of code text}

Section 3. That, Section 16.400, entitled “Sewer Department Utility Rates”, of Appendix A “Fee Schedule”, of the Code of Ordinances, is amended by deletion of Section 16.400 in its entirety, and the following substituted therefore:

Sec. 16.400. - Sewer Department Utility Rates.

Class	Unit Measure	Rate
Residential		
5/8 " meter	Minimum PLUS	\$10.50 \$3.49 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$17.50 \$3.49 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$56.00 \$3.49 per Gallon usage, per 1,000
Commercial		
5/8 " meter	Minimum PLUS	\$10.50 \$4.26 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$17.50 \$4.26 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$56.00 \$4.26 per Gallon usage, per 1,000
Multi-family*		

5/8 " meter	Minimum PLUS	\$10.50 \$4.26 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$17.50 \$4.26 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$56.00 \$4.26 per Gallon usage, per 1,000

Rates for all Categories of services lying outside the City limits shall be double those rates listed above, including minimum charges.

* Multi-family—Four or more dwelling units on one property or four or more dwelling units on one meter.

FLAT RATES FOR SEWER
ONLY CUSTOMERS

Residential customers inside limits\\$25.14

Residential customers outside limits\\$37.72

Commercial customers inside limits\\$33.95

Commercial customers outside limits\\$67.89

{End of code text}

Section 4. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 5. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective on and after the 1st day of March, 2019.

PASSED AND APPROVED on this the ____ day of February, 2019.

Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



2019 UPDATE OF WATER & WASTEWATER RATES

City Council Presentation
City of Fredericksburg
January 21, 2019

HDR

© 2014 HDR, Inc., all rights reserved.



BACKGROUND

■ Water

- Adequate rates are maintained to comply with reserve requirements and fund the proposed Capital Improvements Plan.
- Annual CIP spending is \$19,800,000 in 2019 and only \$50,000 in 2023. Rates must be set to cover the year of maximum spending.
- Debt has been used to “even out” spending. Rates assume a debt issue of approx. \$18.7 million in 2019 (debt already issued) and \$1.2 million in 2020.
- Assumes 6,121 connections in FY19 with a total billed use of 787 mg.
- Growth rate is 1.2% a year (in-city) and 30% a year (outside-city).
- Total water expenses of \$6.0 million.

BACKGROUND

- Water CIP

Source of Funding										Estimated Project Cost by Year					Five-Year CIP Total
Project Name		Funding	2019	2020	2021	2022	2023			Total					
W	W2 Replacement of 2" Water Mains - System Wide	Cash	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$		\$ 250,000					
W	W17 Secondary Water Supply to HCMH	Cash		\$ 108,160						\$ 108,160					
W	W21 SCADA/Collector - Fiber Termination Room	Cash				\$ 263,218				\$ 263,218					
W	W24 1050 GPM Pump at Cross Mountain	Fees			\$ 162,240					\$ 162,240					
W	W25 Cross Mtn Storage Tank	Debt	\$ 2,021,294							\$ 2,021,294					
W	W29 Water Line in Travis Street	Cash			\$ 1,474,022					\$ 1,474,022					
W	W30 North Llano Street Water Line Rehab	Debt		\$ 1,124,864						\$ 1,124,864					
W	W32 North Storage Tank	Debt	\$ 2,021,294							\$ 2,021,294					
W	W41 East Main Street Water Line Rehab	Cash		\$ 562,432						\$ 562,432					
W	W42 West Main Street Water Line Rehab	Cash			\$ 350,958					\$ 350,958					
W	W43 Water Line Connection from WRF to Texas Rangers	Cash			\$ 35,096					\$ 35,096					
W	W45 South Heights Pump Station Remodel	Cash			\$ 56,243					\$ 56,243					
W	W49 12-inch Water Line from South Heights Pump Station	Fees			\$ 944,427					\$ 944,427					
W	W51 1000 GPM Pump at South Heights Pump Station	Fees			\$ 337,459					\$ 337,459					
W	W52 400 GPM Pump at Windcrest Pump Station	Fees			\$ 174,894					\$ 174,894					
W	W58 Windcrest Area Pressure Improvements	Cash		\$ 957,324						\$ 957,324					
W	W60 16 inch Water Line to Proposed PS on HWY 290	Debt	\$ 7,440,543							\$ 7,440,543					
W	W61 Proposed Pump Station and Ground Storage Tank	Debt	\$ 6,833,596							\$ 6,833,596					
W	W61 Proposed Pump Station and Ground Storage Tank	Fees	\$ 1,000,000							\$ 1,000,000					
W	W82 Utilities - The Beginning Subdivision	Fees	\$ 70,688							\$ 70,688					
W	W83 Utilities - HWY 87 North - Hotel Conference Center	Fees	\$ 113,563							\$ 113,563					
W	W27 Bell Street Water Line Rehab	Cash	\$ 250,000							\$ 250,000					
W			\$ 19,800,978	\$ 2,802,780	\$ 3,585,339	\$ 313,218	\$ 50,000	\$		\$ 26,552,315					

BACKGROUND

■ Wastewater

- Adequate rates are maintained to comply with reserve requirements and fund the proposed Capital Improvements Plan.
- Annual CIP spending in \$8,081,000 in 2020 and only \$50,000 in 2023. Rates must be set to cover the year of maximum spending.
- Debt has been used to “even out” spending. Rates assume a debt issue of approx. \$7.9 million in FY20 and \$2.8 million in FY21 for wastewater projects.
- Assumes 5,743 connections for FY19 with a total billed use of 627 mg.
- Growth rate is 1.2% a year (in-city) and 30% a year (outside-city).
- Total wastewater expenses of \$2.4 million.

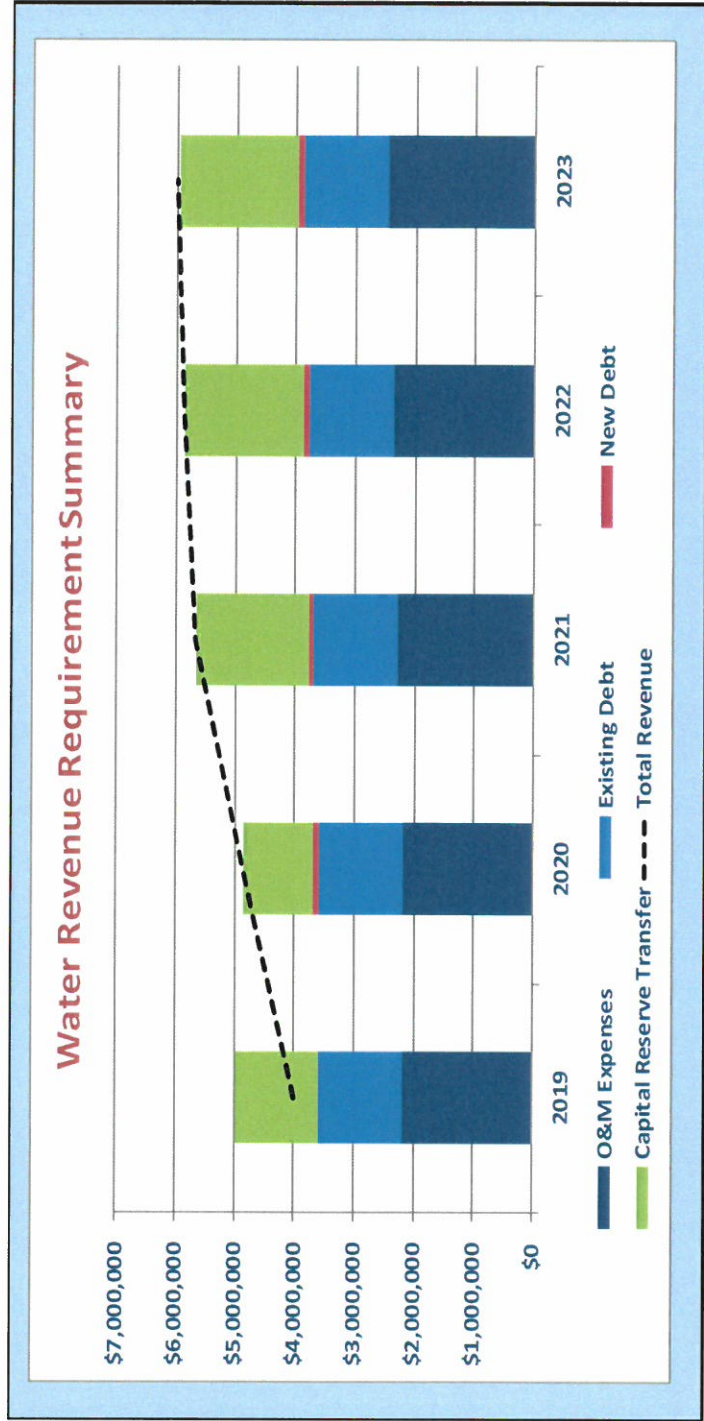
BACKGROUND

Wastewater CIP

Source of Funding		Estimated Project Cost by Year						Five-Year CIP Total
		2019	2020	2021	2022	2023		
Project Name								
WW	W3 Replacement of Existing Sewer Mains - System Wide	Cash	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
WW	W18 San Antonio Street Sewer Line Rehabilitation and Expansion	Cash	\$ 800,000					\$ 800,000
WW	W19 Hwy 16 - 12" Sewer Upgrade	Cash			\$ 273,747			\$ 273,747
WW	W26 Fairgrounds Lift Station Expansion	Debt			\$ 2,800,056			\$ 2,800,056
WW	W28 Sewer Line in Travis Street	Cash			\$ 584,929			\$ 584,929
WW	W31 North Llano Street Sewer Line Rehab	Debt		\$ 1,124,864				\$ 1,124,864
WW	W34 WWTP Effluent Storage Ponds	Cash				\$ 818,901		\$ 818,901
WW	W38 Heritage Hill Country Lift Station Expansion	Cash			\$ 1,075,685			\$ 1,075,685
WW	W40 WWTP Phosphorus Removal System	Cash		\$ 162,240				\$ 162,240
WW	W56 Friendship Lane Sewer Line Expansion	Debt		\$ 1,691,795				\$ 1,691,795
WW	W57 Adams Street Sewer Line Expansion	Debt		\$ 2,177,849				\$ 2,177,849
WW	W68 Boot Ranch Lift Station Rehabilitation and Expansion	Debt	\$ 340,000	\$ 2,874,300				\$ 3,214,300
WW	W82 Utilities - The Beginning Subdivision	Fees	\$ 92,040					\$ 92,040
WW	W83 Utilities - HWY 87 North - Hotel Conference Center	Cash	\$ 746,753					\$ 746,753
WW	W84 Utilities - Hwy 290 Annexation	Fees	\$ 1,515,000					\$ 1,515,000
WW			\$ 3,543,793	\$ 8,081,048	\$ 4,510,670	\$ 1,142,648	\$ 50,000	\$ 17,328,159

WATER UTILITY SUMMARY

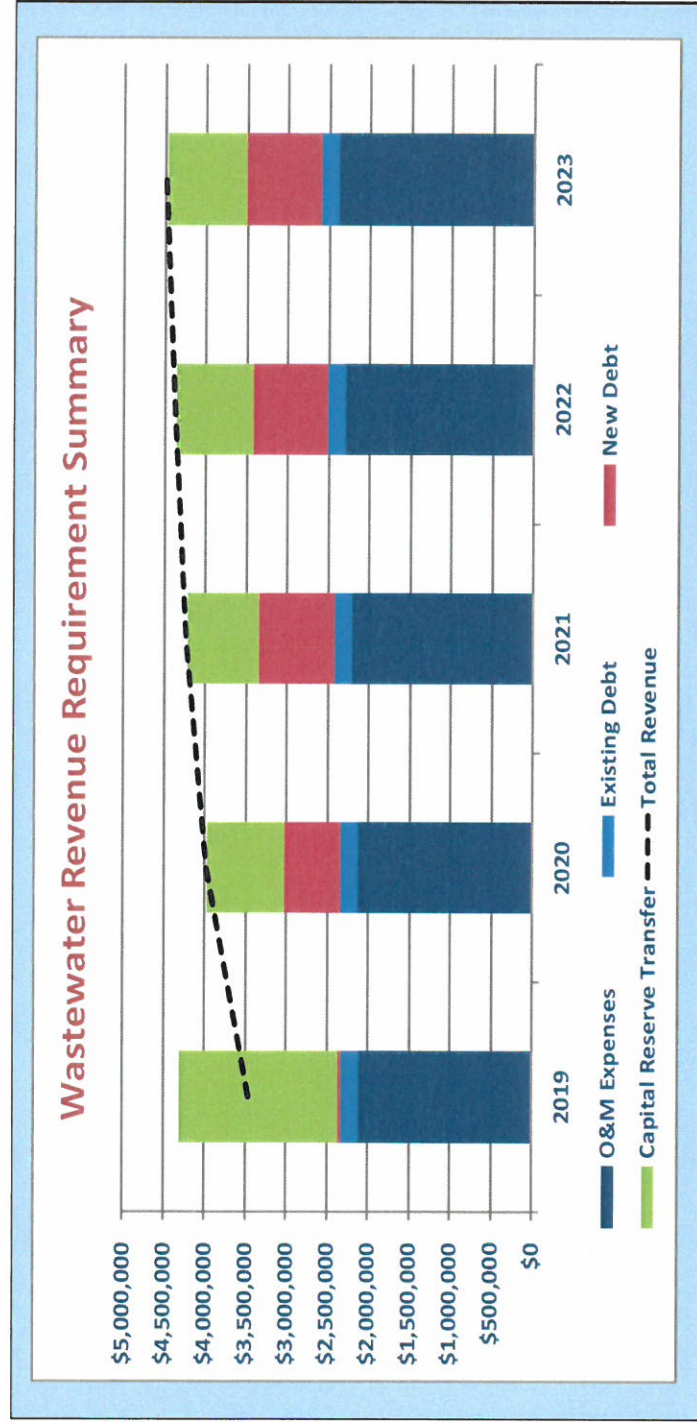
The proposed rate increase for FY19 results in an increase of \$4.11/month for a residential customer with 10,000 gallons of water use.



Water Bill Increase (3,000 gallons) \$1.87
 Water Bill Increase (10,000 gallons) \$4.11

WASTEWATER UTILITY SUMMARY

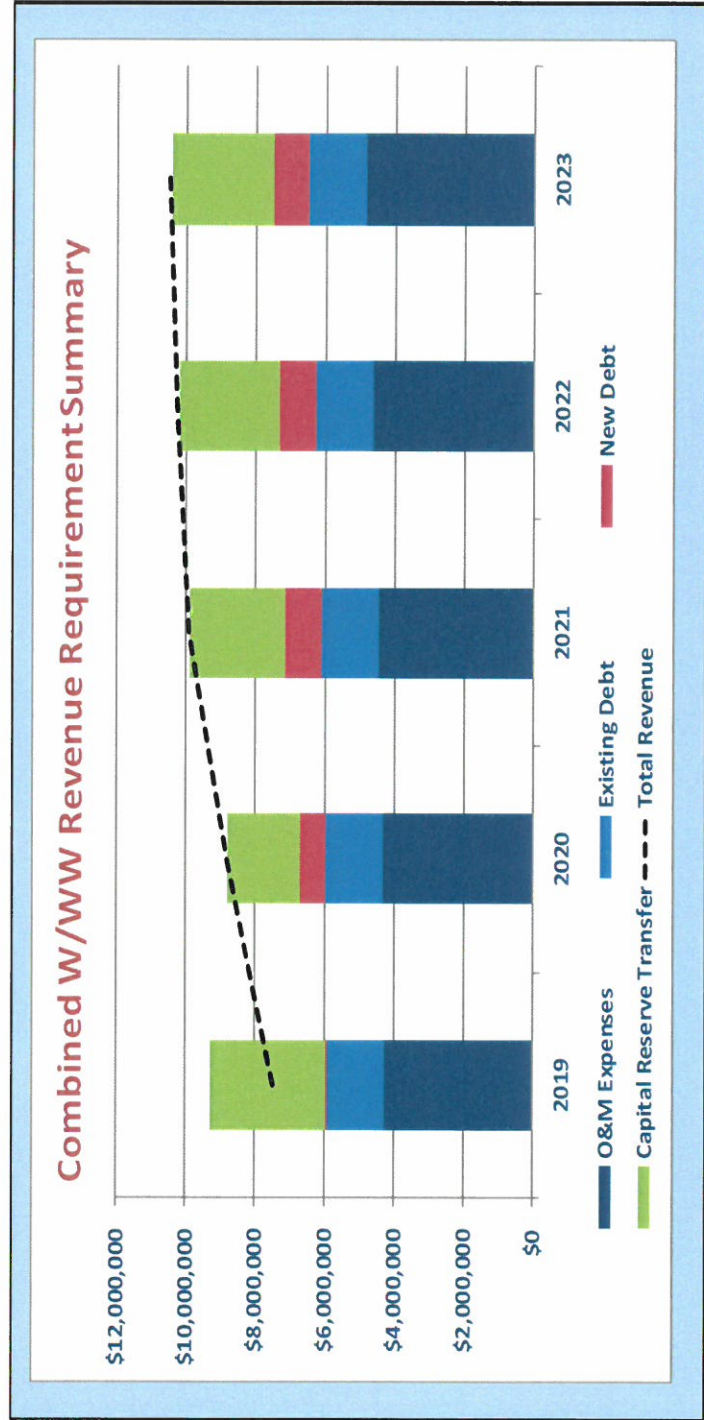
The proposed rate increase for FY19 results in an increase of \$1.33/month for a residential customer with 5,000 gallons of wastewater use.



Wastewater Bill Increase (3,000 gallons)	\$1.00	\$2.10	\$0.69	\$0.00	\$0.00
Wastewater Bill Increase (5,000 gallons)	\$1.33	\$2.80	\$0.93	\$0.00	\$0.00

UTILITY FUND SUMMARY

The proposed rate increase for FY19 results in an increase of \$5.44/month increase for a residential customer with 10,000 gallons of water & 5,000 gallons wastewater use.



Total Bill Increase (3,000 gallons) \$2.87
 Total Bill Increase (10,000 & 5,000 gallons) \$5.44

RESIDENTIAL BILL COMP.

- Sorted by Residential Bill @ 10,000 Gallons/Month Water Use -

City	WATER		WASTEWATER		TOTAL WATER & WASTEWATER	
	RESIDENTIAL WATER		RESIDENTIAL SEWER		RESIDENTIAL	
	Bill for 5,000 Gallons	Bill for 10,000 Gallons	Bill for 5,000 Gallons	Bill for 10,000 Gallons	Bill for 5,000 Gallons	Bill for 10,000 Gallons
Boerne	\$ 66	\$ 81	\$ 49	\$ 77	\$ 115	\$ 158
San Marcos	\$ 41	\$ 71	\$ 47	\$ 83	\$ 87	\$ 154
Llano	\$ 47	\$ 58	\$ 73	\$ 82	\$ 120	\$ 141
Marble Falls	\$ 45	\$ 66	\$ 38	\$ 57	\$ 82	\$ 123
Johnson City	\$ 32	\$ 58	\$ 32	\$ 52	\$ 65	\$ 110
Kerrville	\$ 27	\$ 44	\$ 35	\$ 61	\$ 62	\$ 105
Brady	\$ 39	\$ 61	\$ 31	\$ 44	\$ 69	\$ 104
New Braunfels	\$ 21	\$ 32	\$ 36	\$ 56	\$ 57	\$ 88
Fredericksburg (Proposed)	\$ 21	\$ 37	\$ 28	\$ 45	\$ 49	\$ 83
Fredericksburg (Current)	\$ 19	\$ 33	\$ 27	\$ 43	\$ 45	\$ 76
Junction	\$ 37	\$ 49	\$ 14	\$ 24	\$ 50	\$ 73
Mason	\$ 28	\$ 46	\$ 15	\$ 24	\$ 43	\$ 70

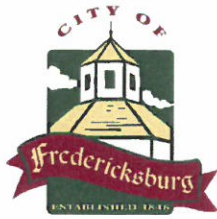
COMMERCIAL BILL COMP.

- Sorted by Commercial Bill @ 50,000 Gallons/Month Water Use -

City	WATER		WASTEWATER		TOTAL WATER & WASTEWATER	
	COMMERCIAL WATER		COMMERCIAL SEWER		COMMERCIAL	
	Bill for 50,000 Gallons	Bill for 200,000 Gallons	Bill for 50,000 Gallons	Bill for 200,000 Gallons	Bill for 50,000 Gallons	Bill for 200,000 Gallons
Boerne	\$ 385	\$ 1,196	\$ 496	\$ 1,825	\$ 881	\$ 3,021
San Marcos	\$ 392	\$ 1,608	\$ 382	\$ 1,463	\$ 774	\$ 3,072
Marble Falls	\$ 311	\$ 1,278	\$ 213	\$ 798	\$ 524	\$ 2,076
Johnson City	\$ 275	\$ 1,082	\$ 239	\$ 921	\$ 514	\$ 2,004
Kerrville	\$ 195	\$ 856	\$ 284	\$ 1,109	\$ 479	\$ 1,965
Junction	\$ 218	\$ 917	\$ 247	\$ 440	\$ 465	\$ 1,357
Brady	\$ 249	\$ 1,077	\$ 211	\$ 788	\$ 459	\$ 1,865
Llano	\$ 259	\$ 1,121	\$ 180	\$ 594	\$ 438	\$ 1,715
Fredericksburg (Proposed)	\$ 174	\$ 718	\$ 224	\$ 909	\$ 397	\$ 1,627
New Braunfels	\$ 120	\$ 450	\$ 269	\$ 982	\$ 389	\$ 1,432
Fredericksburg (Current)	\$ 154	\$ 638	\$ 213	\$ 861	\$ 367	\$ 1,499
Mason	\$ 242	\$ 650	\$ 50	\$ 50	\$ 292	\$ 700

QUESTIONS?





CITY COUNCIL MEMO

DATE: January 29, 2019

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Resolution Supporting State Reimbursement of HOT for Hotel/Conference Center

Summary:

A bill has been drafted in the State Legislature that will provide a 10-year reimbursement to the City for HOT paid to the State for the new Seven Hills Hotel and Conference Center.

Recommendation:

It is recommended that the Council adopted the attached resolution supporting this bill.

Background / Analysis:

Many cities in Texas have had legislation approved that provides reimbursement for HOT paid to the State for their convention/conference center hotels. This reimbursement of the 6% State taxes covers a 10-year period. Legislation has been drafted that would extend this incentive to other cities including Fredericksburg and Kerrville. We are working with the Texas Hotel and Lodging Association in an effort to get this legislation passed. They recently requested that the City Council approve the attached resolution confirming your support for this bill.

Attachments:

Resolutions supporting adoption of bill for reimbursement of State HOT taxes.



Department Approval



City Manager Approval

RESOLUTION 2019-02R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, SUPPORTING A DESIGNATION OF THE CITY AS AN ELIGIBLE CENTRAL MUNICIPALITY, TO ALLOW FOR PARTICIPATION IN AN EXISTING STATE ECONOMIC DEVELOPMENT PROGRAM RELATED TO A HOTEL AND CONFERENCE CENTER PROJECT.

WHEREAS, the City of Fredericksburg has been proactive on economic development issues benefiting the City; and

WHEREAS, the City has determined that the City can support a 150 room hotel with 17,500 square feet of usable conference center space; and

WHEREAS, the State's existing hotel and conference center incentive program has been successful in generating positive outcomes for the State and local economies; and

WHEREAS, the State tax rebates available under the hotel and conference center incentive program could offer a valuable tool to help fill funding gaps in project financing and development for a hotel and conference center; and

WHEREAS, qualifying for the hotel and conference center incentive program would allow the City to fill a demonstrated need for conference center space as well as attract local, regional, state, national, and international conferences; and

WHEREAS, the City now wishes to be added to the list of Texas cities eligible to utilize the State's existing hotel and conference center incentive program.

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

Section 1. That the City Council adopts the findings and recitals set forth in the preamble of this Resolution.

Section 2. That the City supports the passage of legislation during the 86th Regular Session of the Texas Legislature (2019), to add the City as an eligible central municipality for the purpose of participating in the State's hotel and conference center incentive program.

PASSED AND APPROVED this _____ day of February, 2019.

Mayor

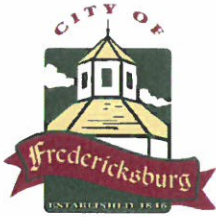
Agenda Packet Page 119

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL MEMO

DATE: January 29, 2019

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Budget Amendment for CVB Reimbursement-Tourism Fund

Summary:

The Convention and Visitor's Bureau (CVB) has requested that the City reimburse them for funds that were withheld from their payment during 2018 due to concerns with the collection of HOT revenues.

Recommendation:

It is recommended that an amendment to the Tourism Fund be approved for \$87,611 so that the City can provide this reimbursement.

Background / Analysis:

Last summer City staff meet with CVB staff to discuss the status of HOT collections. When we met these collections were below budget projections. During several of the previous months we experienced a decrease in HOT collections from the previous year. So, both the City and CVB were concerned and we decided to withhold \$87,611 from the payments to the CVB. However, during the final months of the fiscal year, HOT collections increased and we realized an increase in HOT collected last year.

The CVB is now requesting reimbursement of the funds previously withheld. As reported at the last City Council meeting, funds are available in the Tourism Fund to cover this reimbursement.

Attachments:



Department Approval



City Manager Approval

Agenda Packet Page 122

The City of Fredericksburg

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

Memorandum

To: Kent Myers, City Manager

From: Ernie Loeffler, President/CEO 

Subject: FY18 Budget Restoration

Date: December 28, 2018

Copy: Tom Musselman, City Council Rep on FCVB Board

Kent, While reviewing our HOT contract with the City for FY19 with the FCVB Board, it was pointed out that our contract indicates that any shortfall of HOT from the budget projection should be made up from the City Tourism Fund if funds are available there. See Section II of the attached contract for FY18. Unfortunately I did not remember this clause in the contract at the time you, Bill and I discussed this.

As you know, the fourth quarter HOT payment to the FCVB was reduced by \$87,611 based on HOT collections not coming in on pace. The FCVB Board feels that, based on the contract, our budget should not have been reduced with the shortfall instead coming from the City's Tourism Fund since significant funds are available there.

The HOT budget projection for FY18 of \$3,262,000 was missed by \$63,989 so at the very least the FCVB should receive a payment of \$23,622 – the difference between the \$87,611 reduction in our fourth quarter payment and the final shortfall number. If we want to abide by the FY18 contract terms, we should receive a payment of \$87,611 to restore our full funding for FY18.

A restoration of either \$23,622 or \$87,611 for the FY18 budget would assist us in funding the following major projects in FY19:

- Significant visitor research project
- New theater video
- New destination website
- New CRM system (customer relationship management)
- Tourism master plan (*no line item in budget*)
- Revision of architectural drawings to obtain a construction estimate on future expansion of the City building housing the FCVB (*no line item in budget*)

Just to give you an idea of our significant funding needs this fiscal year – the website and CRM system bid is \$111,525. Theater video cost estimate in in process with ad agency. I will be working on RFPs on other items in January.

Thank you for your consideration of this request from the FCVB Board.

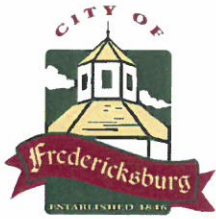
Agenda Packet Page 123

FY17 vs. FY18 Comparison of City of Fredericksburg HOT Collections

	2016/17	2017/18
Frist Quarter	\$816,254	\$655,213
Second Quarter	\$639,076	\$816,692
Third Quarter	\$777,842	\$951,228
Fourth Quarter	\$754,450	\$774,878
Total	\$2,987,622	\$3,198,011

Notes:

- ***For the first time ever***, HOT collections for a fiscal year for the City surpassed the \$3 million mark.
- Collections for FY18 were up \$210,389 over FY17 – ***a 7% increase***.
- The HOT budget projection for FY18 of \$3,262,000 was missed by \$63,989 – a 2% shortfall.
- When collection estimates earlier in the year indicated a possible shortfall for FY18, the City withheld \$87,611 from the last quarter of FY18 payment to the Fredericksburg Convention and Visitor Bureau.
- These numbers are from a report run on 11/19/18 by the City's Finance Department.



CITY COUNCIL MEMO

DATE: January 29, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: City Manager-Performance Goals

Summary:

The attached proposed 2019 performance goals for the City Manager were prepared based upon suggestions from individual City Council members.

Recommendation:

It is recommended that the Council discuss the attached proposed goals and make changes as needed. Following these changes, it is recommended that the performance goals be approved.

Background / Analysis:

Every year the City Council approved annual performance goals that they would like the City Manager to address by the end of the year. These goals are very helpful in identifying major Council issues and concerns. Once approved, the goals are shared with Department Heads and they are involved in assisting with accomplishment of these goals.

Attachments:

Proposed 2019 City Manager Performance Goals



Department Approval



City Manager Approval

City of Fredericksburg
City Manager Performance Goals-2019

1. Prepare and present quarterly financial reports on Golf Course operations
2. Develop new policy for sponsorship of City events
3. Continue to work with City Council to improve the working relationship with Gillespie County
4. Work with City Council to develop priority items included in the community visioning plan that need implementation over the next several years
5. Complete 290E annexation and continue with other annexations according to the City Council's priorities
6. Work with private companies to expand broadband services and improve services provided by other internet providers
7. Communicate Relief Route feasibility study to local citizens once the study is completed.
8. Conduct an operations and staffing assessment of the City Finance Department
9. Present short-term and long-term staffing plans during budget process
10. Continue to work with the Council on funding plan for major street extension projects



CITY COUNCIL MEMO

DATE: January 28, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Lease Amendment-Art Guild

Summary:

Now that major improvements have been completed at the City-owned property located at 308 E. Austin Street, a new lease agreement with the Art Guild for this building is needed.

Recommendation:

It is recommended that the attached lease agreement with the Art Guild for a 2-year period be approved.

Background / Analysis:

The Art Guild has been leasing the building located at 308 E. Austin Street for \$150 per month. Recently the City has completed major improvements to this building. Now that these improvements have been completed, an updated lease agreement is being presented for the Council's consideration. This lease will increase the monthly rate to \$550 during the first year and \$600 during the second year of the lease. The Art Guild has indicated that they support these new rates.

Attachments:

Proposed lease agreement.



Department Approval



City Manager Approval

Agenda Packet Page 130

The City of Fredericksburg

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

LEASE AGREEMENT
for the
FREDERICKSBURG ART GUILD BUILDING

This Lease Agreement is made and entered into this 1st day of March, 2019, at Fredericksburg, Gillespie County, Texas, by and between the City of Fredericksburg, Texas ("Lessor"), and the Fredericksburg Art Guild ("Lessee"), a Texas non-profit corporation.

ARTICLE 1. DEMISE, DESCRIPTION, USE AND TERM

1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property situated in the City of Fredericksburg, Gillespie County, Texas, located at 308 East Austin Street (the "Leased Premises"), and described as follows:

The building located on 0.446 acre of land, more or less, situated in the City of Fredericksburg, Gillespie County, Texas, being part of Townlot No. 75 as said Townlot is shown on the map of Fredericksburg, Texas, by the German Emigration Company; said 0.446 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof; together with the right of ingress and egress to such building, and together with Lessor, the reasonable use of the grounds around the building.

The Leased Premises are to be used by Lessee as an art studio, art gallery and/or office space related to the art studio and/or art gallery, for the term commencing on March 1, 2019, and ending on February 28, 2021, unless sooner terminated, as hereinafter provided.

ARTICLE 2. RENT

General Rent

2.01. Lessee agrees to and shall pay to Lessor, at 126 W. Main Street, Fredericksburg, Gillespie County, Texas, or at such other place as the Lessor shall designate from time to time in writing, as rent for the Leased Premises, a monthly rent payment as follows:

a. for the first twelve months of the term, from March 2019 through February 2020, a monthly rent payment of FIVE HUNDRED and FIFTY AND NO/100 (\$550.00) DOLLARS, due on or before the 10th calendar day of each month; and

b. for the second twelve months of the term, from March 2020 through

February 2021, a monthly rent payment of SIX HUNDRED AND NO/100 (\$600.00) DOLLARS, due on or before the 10th calendar day of each month.

2.02. Lessee agrees that Lessee shall pay to Lessor a late charge of five (5.0%) percent of the past due amount for each installment of rent which is not actually received by Lessor within five (5) calendar days of the due date.

ARTICLE 3. HOLDOVER

3.01. If Lessee, holds over and continues in possession of the Leased Premises after expiration of the term of this lease or any extension of that term, Lessee will be deemed to be occupying the premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this lease.

ARTICLE 4. TAXES AND ASSESSMENTS

4.01. Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description if any which during the term of this lease may be levied on or assessed against the portion of the Leased Premises actually occupied by Lessee which shall not include the area used by adjacent property as a parking lot and all interests therein, any of Lessee's personal property and all improvements and other property thereon.

ARTICLE 5. INSURANCE

5.01. Lessor shall provide no insurance which shall benefit Lessee, including general public liability insurance, including tort coverage, insurance against theft, destruction of Lessee's contents, fixtures or works. **LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY OF LESSEE'S GUESTS, INVITEES, MEMBERS OR THE LIKE FOR ANY OF SUCH LOSSES, INCLUDING THOSE WHICH RESULT FROM LESSOR'S NEGLIGENCE, EVEN ORDINARY NEGLIGENCE.**

5.02. If the building on the Leased Premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

5.03. If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as

of the date of said written notification.

5.04. If the building or other improvements on the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final ninety (90) working days of the lease term, at Lessor's sole cost and risk, proceed forthwith to rebuild or repair such building and other improvements to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final ninety (90) working days of the lease term, Lessor shall not be required to rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within ninety (90) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at Lessee's option terminate this lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

5.05. Lessee shall not commit or permit any act or acts in or on the Leased Premises or use them or suffer them to be used in any manner that will increase the existing fire, liability and other insurance rates on either the Leased Premises or the building in which the Leased Premises are situated, or that will cause a cancellation of any insurance policy covering the premises or any part of them. Lessee will not keep, hold, store, use, or sell in or on the Leased Premises any product or article prohibited by the standard fire-insurance policy, as it now exists or may later provide, covering the premises or permit or suffer any such product or article to be kept, held, stored, used or sold in or on the Leased Premises, and Lessee will, at its sole expense, comply with all requirements of Lessor's insurance carriers pertaining to the Leased Premises necessary for the continued maintenance of reasonable fire and liability insurance of the premises and appurtenances.

ARTICLE 6. UTILITIES

6.01. Lessee shall during the term hereof pay all charges for telephone, gas, electricity, and water and all other utilities used in or on the Leased Premises and for the removal of rubbish therefrom before they shall become delinquent.

ARTICLE 7. WASTE AND NUISANCE

7.01. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE 8. IMPROVEMENTS, REPAIRS AND MAINTENANCE

8.01. Lessor shall repair and maintain the Leased Premises so that the premises will have effective waterproofing and weather protection of roof and exterior walls, excluding windows and doors, and Lessor shall maintain the foundation of the building situated on the Leased Premises and Landscaping. Lessor shall have no duty of mold remediation.

8.02. Lessee shall, at Lessee's expense:

(A) keep the Leased Premises as clean and sanitary as the condition of the premises permits;

(B) dispose from the Leased Premises all rubbish, garbage, and other waste, in a clean and sanitary manner;

(C) properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits;

(D) not permit any person on the premises, with Lessee's permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Leased Premises or the facilities, equipment, or appurtenances thereto;

(E) abide by all laws, regulations and ordinances of any governmental authority having jurisdiction over the Leased Premises;

(F) make all repairs and perform all maintenance to the Leased Premises other than those expressly imposed on Lessor herein, with all repairs performed by trained, qualified and insured repair persons;

(G) not permit the keeping or storage of hazardous materials as defined by federal statutes on the Leased Premises provided, however, that Lessee shall be permitted to keep and store art materials and supplies except that flammable materials shall be kept only in small, limited quantities; and

(H) not permit smoking or the use of gas fired equipment inside the Leased Premises.

ARTICLE 9. ALTERATIONS, IMPROVEMENTS AND FIXTURES

9.01. Lessee shall not make any alterations, including locks or other security devices, to the Leased Premises without the prior written consent of Lessor to do so. Any and all alterations, additions, improvements, and fixtures (except trade fixtures

which Lessee shall be permitted to remove from the Leased Premises at any time during the term hereof or upon expiration or sooner termination of this lease and not otherwise if such removal can be effected without injury to the Leased Premises and if any such fixture shall not have become, by the manner in which it is affixed, an integral part of the Leased Premises), made or placed in or on the Leased Premises shall on expiration or sooner termination of this lease belong to Lessor without compensation to Lessee; provided, however, that Lessor shall have the option, to be exercised on expiration or sooner termination of this lease, to require Lessee to remove any or all of such additions, improvements or fixtures. Before installing any fixtures in or on the Leased Premises, Lessee shall submit plans and designs therefor to Lessor for Lessor's approval, and in the event that the plans and designs are not approved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made. Lessor agrees not to unreasonably withhold consent under this Section 9.01.

ARTICLE 10. COVENANTS

10.01. Lessor shall on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the Leased Premises and shall secure Lessee in the quiet possession thereof.

10.02. Lessee may not do anything that will cause the Leased Premises to be encumbered in any way.

ARTICLE 11. SURRENDER OF PREMISES

11.01. Lessee shall, at Lessee's own cost and expense within three (3) calendar days after expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to Lessee and all alterations, additions or improvements, and fixtures which by the terms hereof Lessee is permitted to remove, repair all damage to the Leased Premises caused by such removal, and restore the Leased Premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor.

11.02. Lessee agrees to and shall, on expiration or sooner termination of the term hereof or of any extended term hereof, promptly surrender and deliver the Leased Premises to Lessor in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee, excepted.

ARTICLE 12. TERMINATION AND CONDEMNATION

12.01. In the event the Leased Premises is to be utilized by Lessor for a governmental function, this lease may be terminated by Lessor prior to the expiration of the lease term, after providing Lessee a one year notice of termination.

12.02. If during the term of this lease or any extension or renewal thereof, all or part of the Leased Premises should be taken for any public or quasi-public use earlier by any condemning authority other than Lessor under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority (except Lessor) under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

ARTICLE 13. DEFAULT

13.01. If Lessee shall remain in default under any condition of this lease for a period of ten (10) calendar days after written notice from Lessor to Lessee, or if the default is of such a nature as to be incapable of cure within ten (10) days and same has not been cured within a reasonable time after written notice from Lessor to Lessee, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any assignment, dissolution, receivership or bankruptcy proceedings, Lessor may, at Lessor's option and without notice to Lessee, terminate this lease, or in the alternative, Lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof.

The following provisions shall override and control, to the extent allowed by law, any conflicting provisions of the Texas Property Code, as well as any successor statute governing the right of a Lessor to change the door locks of commercial Lessees. In the event a default occurs, Lessor is entitled and is hereby authorized, without any further notice to Lessee whatsoever, to enter upon the Leased Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Leased Premises, thereby permanently excluding Lessee and its officers, principals, agents, employees and representatives therefrom. In the event that Lessor has either permanently repossessed the Leased Premises pursuant to the foregoing provisions of this Lease, or has terminated this lease, Lessor shall not thereafter be obligated to provide Lessee with a key to the Leased Premises at any time, regardless of any amounts subsequently paid by Lessee; provided, however, that in any such instance, during Lessor's normal business hours and at the

convenience of Lessor, and upon receipt of written request from Lessee accompanied by such written waivers and releases as the Lessor may require, Lessor may (at Lessor's option) either (1) escort Lessee or its authorized personnel to the Leased Premises to retrieve any personal belongings or other property of Lessee, or (2) obtain a list from Lessee of such personal property as Lessee intends to remove, whereupon, Lessor shall remove such property and make it available to Lessee at a time and place designated by Lessor. However, if Lessor elects option (2), Lessee shall pay, in certified funds in advance, all costs and expenses estimated by Lessor to be incurred in removing such property and making it available to Lessee and all moving and/or storage charges theretofore incurred by Lessor with respect to such property. If Lessor elects to exclude Lessee from the Leased Premises without permanently repossessing or terminating pursuant to the foregoing provisions of this Lease, then Lessor shall not be obligated to provide Lessee a key to re-enter the Leased Premises until such time as all delinquent rent and other amounts due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Lessor's satisfaction (if such cure occurs prior to any actual permanent repossession or termination), and Lessor has been given assurance reasonably satisfactory to Lessor evidencing Lessee's ability to satisfy its remaining obligations under this Lease. During any such temporary period of exclusion, Lessor will, during Lessor's regular business hours and at Lessor's convenience, upon receipt of written request from Lessee (accompanied by such written waivers and releases as Lessor may require), escort Lessee or its authorized personnel to the Leased Premises to retrieve personal belongings of Lessee or its employees, and such other property of Lessee.

All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

13.02. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, Lessee may elect to: (1) terminate this agreement on giving at least thirty (30) days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty (30) day period; or (2) remedy such default at Lessee's expense.

ARTICLE 14. INSPECTION BY LESSOR

14.01. Lessee shall permit Lessor and Lessor's agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 15. ASSIGNMENT AND SUBLEASE

15.01. Lessee shall not assign this lease nor sublet all or a portion of the Leased Premises without the prior written consent of Lessor.

15.02. Lessor is expressly given the right to assign any or all of Lessor's interest under the terms of this lease.

ARTICLE 16. INDEMNITY

16.01. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE THEREOF, ARISING FROM THE LESSEE'S OCCUPANCY OF THE LEASED PREMISES, OR LESSEE'S CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS IN THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITIONS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OR FAILURE OF SECURITY OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, INVITEES, OR LICENSEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, COVENANTS TO DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. NOTHING HEREIN SHALL BE CONSTRUED TO INDEMNIFY LESSOR FROM LESSOR'S OWN GROSS NEGLIGENCE.

16.02. The relationship between Lessor and Lessee shall at all times remain solely that of the Lessor and Lessee, and shall not be deemed a partnership or joint venture.

16.03. Lessor shall not be responsible or liable to Lessee, Lessee's invitees, or members of the public for losses of any kind, including personal injury or loss of merchandise or any personal property.

16.04. Lessee shall be responsible for security in and about the premises with regard to Lessee's own property, employees, agents, customers, and members of the public. Lessee understands the general level of crime in and about Fredericksburg and Gillespie County and understands that Lessor cannot and will not guarantee safety or security with regard to

the Leased Premises. Lessee specifically disclaims any duty of protection by Lessor.

ARTICLE 17. MISCELLANEOUS

17.01. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail, shall be deemed to have been given and received when a registered or certified letter containing such notice, properly wrapped and addressed, with postage prepaid, is deposited in Texas, in the United States mail; and if given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and actually received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

LESSOR:

City of Fredericksburg
Attention: City Manager
126 W. Main Street
Fredericksburg, Texas 78624

LESSEE:

Fredericksburg Art Guild
Attention: President
308 E. Austin Street
Fredericksburg, Texas 78624

Such addresses may be changed at any time by either party upon earlier notice given as herein set forth.

17.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

17.03. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gillespie County.

17.04. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

17.05. No amendment, modification, or alteration of the terms hereof shall be

binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17.06. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder, and prevails, then the defaulting party agrees to pay the other party's reasonable attorney fees so incurred by such other party.

17.07. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17.08. Time is of the essence of this agreement.

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

FREDERICKSBURG ART GUILD

By:_____ Date:_____

Printed Name and Title: _____

CITY OF FREDERICKSBURG, TEXAS

By:_____ Date:_____

Kent Myers, City Manager

THE STATE OF TEXAS,
COUNTY OF GILLESPIE.

EXHIBIT "A"

Field notes of a survey of 0.446 acre of land, more or less, made at the request of James Feller, et al. Said land is situated in the City of Fredericksburg, Gillespie County, Texas, being part of Townlot No. 75 as said Townlot is shown on the Map of Fredericksburg, Texas, by the German Emigration Company, and being part of that 49,920 square foot tract of land described in a conveyance to James Patrick Feller by Felix Weber, et al, dated July 15, 1967, found of record in Volume 92 pages 48-49 of the Deed Records of Gillespie County, Texas.

Said 0.446 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar set in the N.E. line of E. Austin Street, for the South corner of Townlot No. 74, for West corner of Townlot No. 75, for the South corner of a tract of land described of record in Volume 107, pages 121-122 of said Deed Records, for the West corner of said 49,920 square foot Feller tract, for the West corner of this tract of land;

THENCE with the S.E. line of Townlot No. 74 and the N.W. lines of Townlot No. 75 and said 49,920 square foot tract, N. 39 deg. 55 min. 05 sec. E. 202.14 feet to a 1/2 inch steel bar set, for the East corner of Townlot No. 74, for the West corner of Townlot No. 499, for the North corner of Townlot No. 75, for the North corner of this tract of land;

THENCE with the S.W. line of said Townlot No. 499 and the N.E. line of said Townlot No. 75, S. 50 deg. 39 min. 15 sec. E. 96.91 feet to a 1/2 inch steel bar set, for the North corner of a certain tract of land described in a conveyance to B.H. Heinen found of record in Volume 54, pages 568-569 of said Deed Records, for a reentrant corner of said 49,920 square foot tract, for the East corner of this tract of land;

THENCE with the N.W. line of said Heinen tract and a S.E. line of said 49,920 square foot tract, S. 40 deg. 17 min. 30 sec. W., at 3.9 feet a steel fence corner post, 202.27 feet in all to a 1/2 inch steel bar set in the N.E. line of E. Austin Street and in the S.W. line of Townlot No. 75, for the West corner of said Heinen tract, for the most westerly South corner of said 49,920 square foot tract, for the South corner of this tract of land;

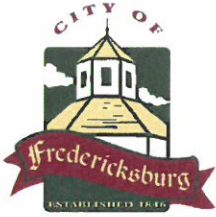
THENCE with the N.E. line of E. Austin Street, N. 50 deg. 35 min. 20 sec. W. 95.59 feet to the place of BEGINNING.

I, Carey Bonn, Registered Professional Land Surveyor, hereby certify that the foregoing field notes and accompanying plat represent a survey made on the ground under my supervision on July 12, 1995.



Carey Bonn

Carey Bonn
Reg. Prof. Land Surveyor No. 4447



CITY COUNCIL MEMO

DATE: January 29, 2019

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Guidelines for Participation in Municipal Bond Elections

Summary:

The City Council recently requested that the City's Bond Counsel provide legal guidance on how they can participate in municipal bond elections.

Recommendation:

It is recommended that the Council consider the comments offered by the City's Bond Counsel, Jeffrey Kuhns, at the meeting and ask any questions that will help provide legal guidance.

Background / Analysis:

A presentation will be made by our Bond Counsel at Monday's Council meeting that will provide clear legal guidance on how elected officials can be involved in municipal bond elections.

Attachments:

Summary of Legal Guidelines to Bond Elections


Department Approval


City Manager Approval

The City of Fredericksburg

Agenda Packet Page 143

MEMORANDUM

To: City of Fredericksburg, Texas Staff
From: Kent Myers
Date: January 23, 2019
Subject: LEGAL AND ETHICAL GUIDELINES ON BOND ELECTIONS

The City has a responsibility to inform all voters about the election on May 4, 2019. It is important that the City lead an "information-only" effort with the following guidelines:

1. It is our responsibility to inform the public about the bond measure and to encourage voter registration and participation.
2. While we can provide factual information, public funds (including your time on the job) may not be used in any way to promote or discourage the passage of this bond election. For example:
 - Advocacy or opposition letters, bulletins, emails, etc., cannot be prepared during an employee's workday.
 - Advocacy or opposition letters cannot be printed on City stationery.
 - During work hours, individuals cannot be encouraged to vote yes or no, but they can be encouraged to vote.
 - During work hours, refrain from posting on social media to show support or opposition to the election. Texas law expressly prohibits "ballot selfies" at polling locations.
3. Material that promotes or opposes the bond election must be paid for by individual or citizen advocacy groups.
4. Consider adding a disclaimer to your personal email or social media postings: "Please note this message is personal, rather than official city business, and was created using personally owned equipment and accounts on my own time."
5. The Texas Ethics Commission also prohibits subtle forms of advocacy. For example:
 - A website graphic with a check mark (✓) on a ballot is improper.
6. When making phone calls, remember:
 - Advocacy or opposition can only be conducted outside an employee's workday.
 - Factual information calls and those encouraging people to exercise their right to vote are not advocacy or opposition calls.

During bond elections, most complaints filed with the Secretary of State's Office involve improper use of municipal resources for advocacy campaigns. This use is a direct violation of election laws.

If you have questions regarding these guidelines, please contact (830) 997-7521.

CONTACT PERSON

Kent Myers
City Manager
City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624-3708

Future Agenda Items

City Council

February 18, 2019

Regular Meeting

City Council = Red

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events=

Last Day to file for Place on 5-4-19 City Election

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		

Recognitions:

Consent

1. 1-21-19 City Council Regular Meeting Minutes.
2. 2-4-19 City Council Regular Meeting Minutes.
3. Road closure request for Wildflower Run
4. Road closure request for Crawfish Festival

Public Hearing

1. 2nd annexation hearing and zoning hearing on Heather Glen.

Ordinances

1. Amendment to the Lighting Ordinance
2. Amendment to the Fee Ordinance regarding the taxi cabs.

Resolutions:

Approvals-Misc.

1. Mad Science Summer Camp agreement
2. Nation Day of Prayer Marktplatz fee waiver request
3. Allocation of Hotel/Motel Occupancy Tax funding
4. Quarterly financial report on the Golf Course

Presentations, Discussions and Updates:

1. Discussion on alcohol establishments on Main Street
2. Traffic Impact Study (Windcrest Street area).

March 4, 2019 Regular Meeting

City Council = Red

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events=

Thurs., 3-21-19: City Hall Open House & Touch-A-Truck

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

Recognitions:

Consent

1. 2-7-19 City Council and P&Z Joint Meeting Minutes.
2. 2-11-19 City Council Special Meeting Minutes.
3. 2-18-19 City Council Regular Meeting

Public Hearing

Ordinances

Resolutions:

Approvals-Misc.

Presentations, Discussions and Updates: