

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, FEBRUARY 5, 2018 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Jerry Luckenbach, Council Member
Charlie Kiehne, Council Member

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

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

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE

Page Ref

1. EMPLOYEE RECOGNITIONS

- 2. CONSENT AGENDA** - All items listed below are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business.

A. Consider Request for Street Closure for Wildflower Run	1-3
B. Consider Request for Street Closure for Crawfish Festival	4-7
C. Consider Request for Street Closure for City Open House/Touch-A-Truck Event	8-10
D. Consider Resolution Authorizing Transfer of Funds to the 175 th Anniversary Committee	11-13

3. ORDINANCES - RESOLUTIONS - ACTION ITEMS

A. Consider Request for Discounted Field Use for St. Mary's School	14-15
B. Consider Agreement with Rotary Club for Basketball Pavilion	16-25
C. Consider Ordinance Calling May 5, 2018 Election	26-28
D. Consider Allocation of 2018 HOT Funds	29-32

4. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

A. Consider Landmark Designation of 612 S Washington St.	33-45
B. Consider Contract for Historic Survey	46-55
C. Consider Performance Evaluations for Municipal Judge and City Attorney	

5. CITY MANAGERS REPORT

- A. Community Visioning Process
- B. Attainable Housing
- C. University Center
- D. Short-Term Rental Ordinance
- D. Touchstone Golf

6. ITEMS FOR FUTURE AGENDAS

- 7. 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.

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

9. **EXECUTIVE SESSION** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

A. Executive Session - Personnel Matters - Performance Evaluation for Municipal Judge and City Attorney

B. Executive Session - Consultation With Attorney - Claim by Jeff Williams related to Sunrise Street (Sec. 551.071)

C. Executive Session - Economic Development - Hotel Conference Center Agreement

10. **ADJOURN**



CITY COUNCIL MEMO

DATE: 5 February 2018

TO: Mayor and City Council

FROM: Jennifer Krupa, Special Events Coordinator

SUBJECT: Request from Wildflower Run for Street Closure

Summary:

The Fredericksburg 5k & 10K Wildflower Run & Walk is an annual event held in the spring sponsored by Hill Country Memorial Wellness Center benefitting the Fredericksburg Academic Boosters. The course begins and ends at Marktplatz. Run organizers have requested to close Austin Street between Adams and Crockett Streets for four hours during the 2018 event.

As a special event the Wildflower Run will also be required to submit a special events checklist, application and race route for approval.

Recommendation:

Recommend Council consider the request to close Austin Street between Adams and Crockett Streets on Saturday, April 28, 2018 from 7am-11am.

Background / Analysis:

Emergency vehicle access will be allowed throughout the closure.

The Special Events Coordinator contacted Bethany Lutheran Church and alerted them of the closure request; no negative feedback was received.



The City of Fredericksburg

Representatives from Bethany Lutheran Church and the Wildflower Run event organizers have been notified of this agenda item..

Attachments:

2018 Wildflower Run Street Closure Request Letter and Proposed Map



Department Approval



City Manager Approval

②

The City of Fredericksburg

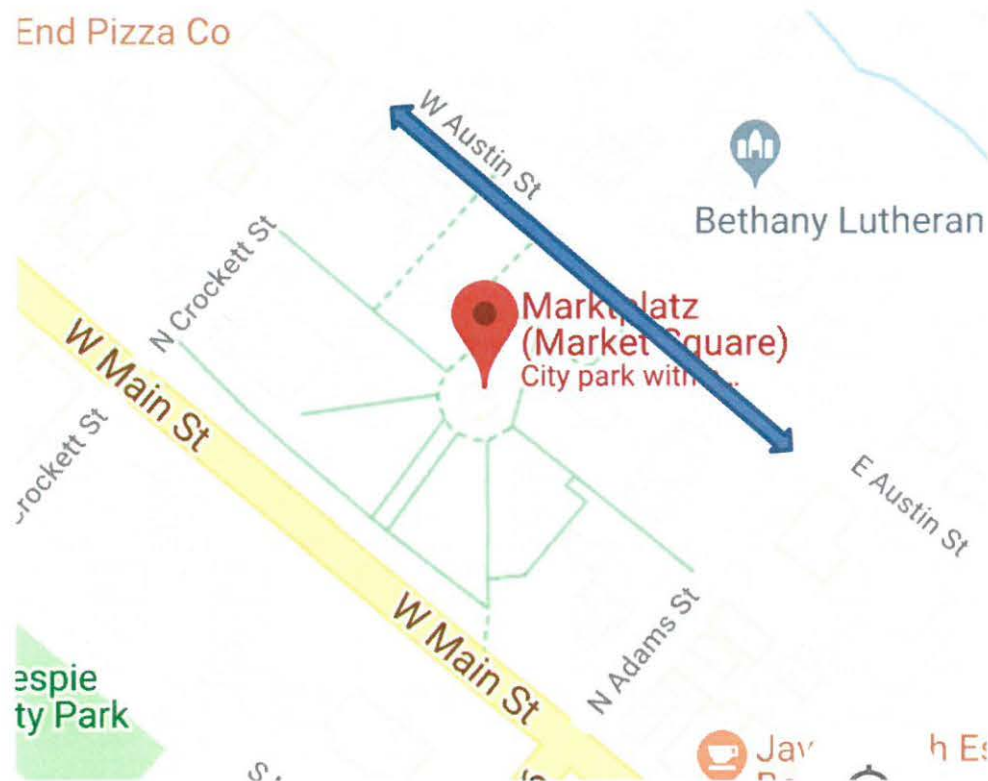


HCM

HILL COUNTRY MEMORIAL

To Fredericksburg City Council:

We will need to close off two corner streets of the W Austin Street behind Marktplatz, leaving access for emergency vehicles for Saturday, April 28th from 7am to 11am. The two corners are N Crockett Street and N Adams Street for the 2018 Wildflower Run.



Jessie Aleman, Operations Supervisor
1006 S. State Highway 16
P.O. Box 835
Fredericksburg, TX 78624
Office: 830-997-1355
Direct Line: 830-990-6620
jaleman@hillcountrymemorial.org



CITY COUNCIL MEMO

DATE: 5 February 2018

TO: Mayor and City Council

FROM: Jennifer Krupa, Special Events Coordinator

SUBJECT: Request from Crawfish Festival for Street Closure

Summary:

The Crawfish Festival is an annual event sponsored by the Fredericksburg Jaycees and is held on Memorial Day weekend each May. Festival organizers have requested to close one southbound lane and the parking lane of Adams Street adjacent to Marktplatz from Austin to Main Street and the east-bound lane of Austin Street between Adams and Crockett Streets for the 2018 event.

In 2017, City Council approved the closure of the parking lane on Adams adjacent to Marktplatz and the closure of Austin Street from Crockett to Adams (with church access allowed on Sunday).

As a special event the Crawfish Festival will also be required to submit a special events checklist, application, and site plan for approval.

Recommendation:

Recommend Council consider the Crawfish Festival street closure request to close one southbound and parking lane on Adams Street adjacent to Marktplatz and Austin Street between Adams and Crockett Streets beginning Friday, May 25th at 8am until Monday, May 28th at 6pm.

Background / Analysis:

④

The City of Fredericksburg

The Jaycees are a non-profit service organization and all proceeds from the event are given back to the community, primarily in youth activities and scholarships. The Festival occupies all of Marketplatz with vendors, exhibitors, and attractions.

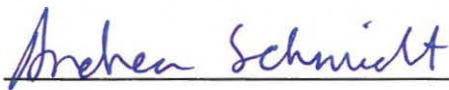
The event organizers and Special Events Coordinator have visited with all merchants on Adams Street. Based upon the feedback received by Jennifer on Thursday, January 25th, only one store manager out of the four merchants approached was immediately OK with the closure proposal. Out of the other three, one store owner is on the fence and is going to talk it over with her co-owner. The other two store owners are against any closure on Adams Street, including the parking spaces. In addition, there are two other merchants that would potentially be impacted by the closure; one on Adams Street and the other on the corner of Adams and Main that are both under construction. Neither store had a representative available when Jennifer stopped by.

The Jaycees rent the parking lot from Bethany Lutheran Church and allow for access to the church throughout the event.

The merchants from Adams Street, representatives from Bethany Lutheran Church and the Crawfish Festival organizers have been notified of this agenda item.

Attachments:

Fredericksburg Jaycees 2018 Street Closure Request Letter;
Fredericksburg Crawfish Festival Preliminary Layout 2018



Department Approval



City Manager Approval



To the City Council

The Fredericksburg Jaycees again are having our annual Crawfish Festival May 25th to May the 27th 2018. This year we are only seeking 1 lane closure on the South bound lane and parking on the Adams Street side closest to Marketplatz and the parking and East bound lane on the Austin St. side also next to Marketplatz. Both the North bound lanes and parking will remain open to traffic as well as the West bound lane and parking on Austin St. The goal of the Fredericksburg Jaycees is to work with the merchants on the Adams St. and Austin St. sides to please both parties.

Attached you will find a proposed map showing just the lane and parking closures we will be suggesting to The City Council for closure. Please feel free to contact me if there are any questions or concerns and I will be glad to work with you on the matter. The Jaycees would like the lane closures to begin Friday morning and end Monday afternoon.

Thank You:

Brian Lochte

Event Chairman/Fredericksburg Jaycees

830-456-3604

AUSTIN STREET

OPEN LANE

OPEN LANE

DUMPSTERS

LANE & PARKING CLOSED

COOLERS

BEER TRUCKS

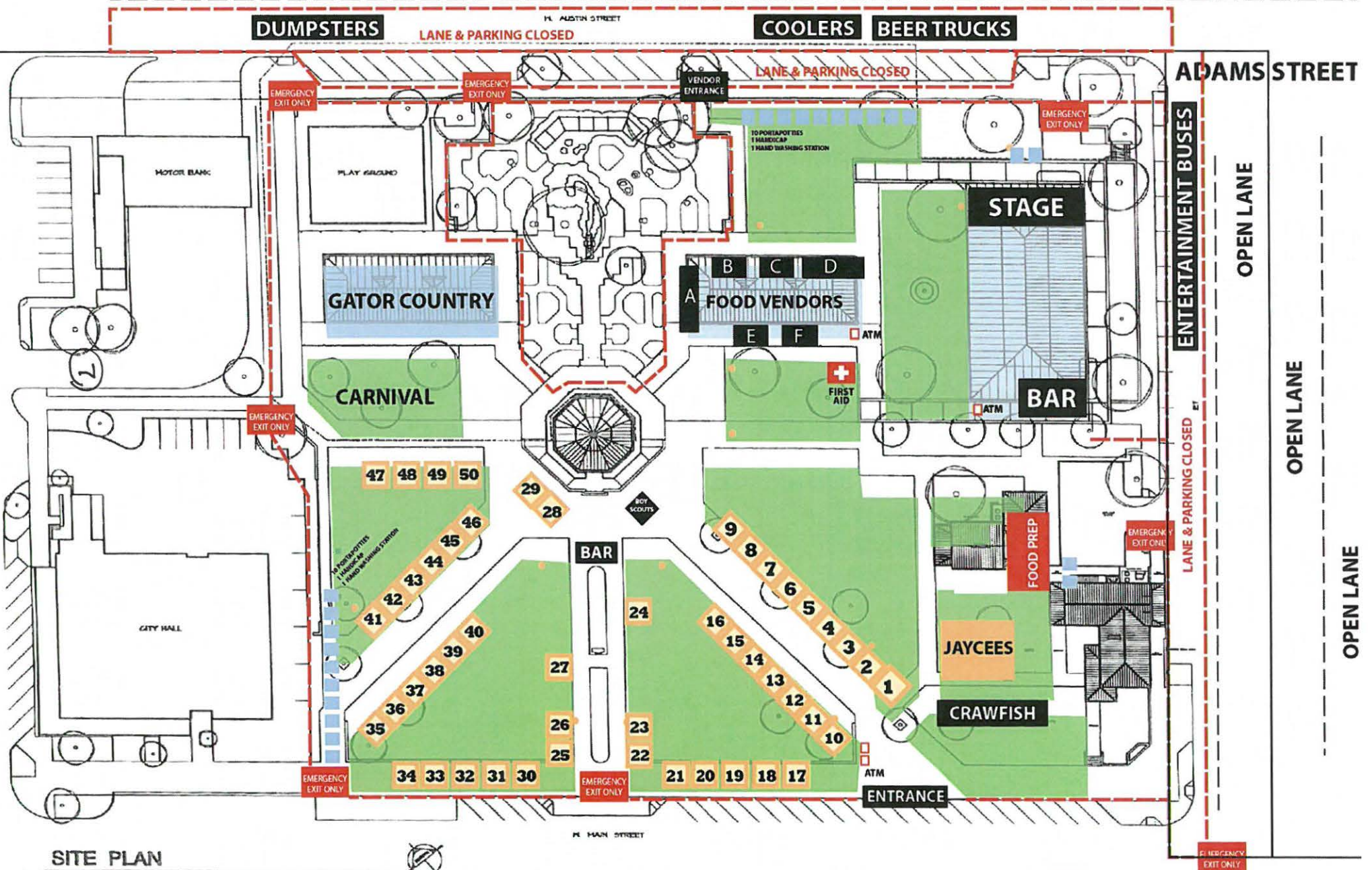
ADAMS STREET

ENTERTAINMENT BUSES

OPEN LANE

OPEN LANE

OPEN LANE



SITE PLAN
2018 FBG CRAWFISH FESTIVAL
MARKTPLATZ LAYOUT

■ PORTAPOTTY
 ● ELECTRIC
 --- FENCE
 10'X10' VENDOR SPACE



CITY COUNCIL MEMO

DATE: 5 February 2018

TO: Mayor and City Council

FROM: Jennifer Krupa, Special Events Coordinator

SUBJECT: Request from City Staff for Street Closure

Summary:

City departments will come together on Thursday, March 8th from 3pm-7pm to host the inaugural Open House and Touch-A-Truck event for City residents. Employees from city departments will be on-site with table displays to disseminate information about the services they offer, mingle with residents, and host fun activities for children. Departments with vehicles, equipment, or large “trucks” have been asked to display them in a way so residents and children can view and “touch-a-truck” all while meeting the heroes and amazing staff that operate them. The health division is working to secure food trucks so that residents can grab dinner while in attendance. This event is designed to be family-friendly, hands-on, and educational.

In order to fit all of the city’s fleet into the event footprint and for the safety of our residents, the event committee is asking for City Council to approve a street closure request from 2pm-8pm on Austin Street, from Crockett to Adams.

Recommendation:

Recommend Council consider the City Hall Open House/Touch-A-Truck event street closure and approve closing Austin Street between Adams and Crockett Streets, leaving an emergency access lane open beginning at 2pm on Thursday, March 8, 2018 and ending at 8pm that evening.



The City of Fredericksburg

Background / Analysis:

The event footprint will encompass City Hall, City Hall Annex #1, existing city hall parking lots, Kinder Halle, Austin Street between Crockett and Adams, and the grass parking lot owned by Bethany Lutheran Church.

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

Attachments:

City Hall Open House/Touch-A-Truck Street Closure Request Map 2018



Department Approval

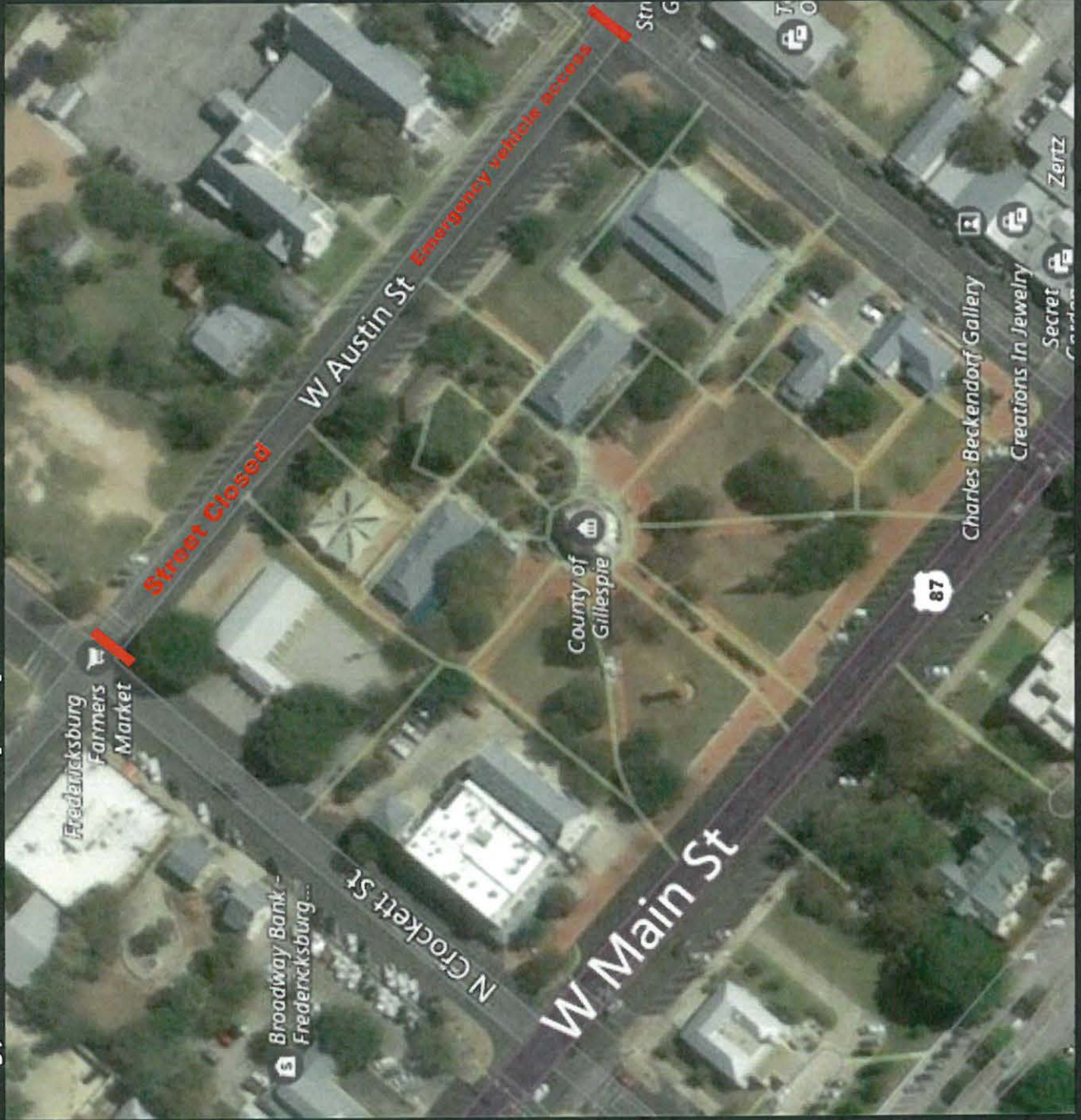


City Manager Approval

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The City of Fredericksburg

**City Hall Open House/Touch-A-Truck Street Closure Request
Thursday, March 8th from 12pm-8pm**





CITY COUNCIL MEMO

DATE: February 5, 2018

TO: Mayor and City Council

FROM: Laura Hollenbeak, Director of Finance

SUBJECT: Resolution Authorizing Transfer of Funds to the 175th Anniversary Committee

Summary:

The City of Fredericksburg has approximately \$19,300 from the 150th Anniversary Event that is restricted for the purpose of funding the 175th Anniversary Event. The 175th Anniversary Committee requested that those funds be transferred from the City's account to the 175th Anniversary Committee for use of future expenses of the 175th Anniversary Event.

The attached resolution authorizes the transfer of funds from the City to the 175th Anniversary Committee.

Recommendation:

Staff recommends that the City Council pass this resolution as presented authorizing the transfer of funds from the City to the 175th Anniversary Committee.

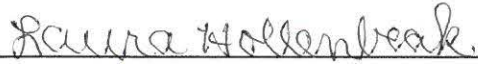
Background / Analysis:

The 150th Anniversary Committee raised money (donations, sponsorships, souvenir sales, admission to events, concessions, etc.) to hold the 150th Anniversary Event in 1996, celebrating the founding of the City of Fredericksburg. Following the 150th Anniversary Event in 1996, the 150th Anniversary Committee

donated the remaining funds to the City for the restricted purpose of funding the 175th Anniversary Event.

Attachments:

Resolution Authorizing Transfer of Funds to the 175th Anniversary Committee



Department Approval


City Manager Approval

**A RESOLUTION OF THE CITY OF FREDERICKSBURG, TEXAS,
AUTHORIZING THE TRANSFER OF DONATED FUNDS TO THE 175TH
ANNIVERSARY COMMITTEE**

WHEREAS, the 150th Anniversary Committee raised money to hold the 150th Anniversary Event in 1996, celebrating the founding of the City of Fredericksburg ("City"); and

WHEREAS, following the 150th Anniversary Event in 1996, the 150th Anniversary Committee donated the remaining 150th Anniversary funds ("Event Funds") to the City, for the restricted purpose of funding the 175th Anniversary Event; and

WHEREAS, the 175th Anniversary Committee has now been created to plan and prepare for the upcoming 175th Anniversary Event.

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

1. The City Council hereby finds that transferring the Event Funds to the 175th Anniversary Committee serves a legitimate public purpose.

2. The City Council hereby finds that transferring the Event Funds to the 175th Anniversary Committee complies with the restricted purpose of the donation made to the City by the 150th Anniversary Committee.

3. The City Council hereby authorizes the transfer of the Event Funds held by the City to the 175th Anniversary Committee, for use in planning and preparing for the upcoming 175th Anniversary Event.

PASSED AND APPROVED this _____ day of February, 2018.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL MEMO

DATE: February 5, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: St. Mary's Catholic School Field Use Discount Request

Summary:

The Parks & Recreation Department rents the athletic fields to teams and groups when not in use by one of the sports associations. St. Mary's Catholic School has been using the fields for 16 years and has never been charged. This season they will begin using Oakcrest Park Field C on February 20th for about 4 times a week through the first week in May. This is about 11 weeks of use or about 44 days. At our current rate of \$25 per day this reservation fee would be \$1,100. They are requesting a fee waiver. If a fee waiver is not granted, in the alternative they are requesting a fee discount equal to a daily practice rate equal to what the Little League is charged.

Recommendation:

Consider request from St. Mary's Catholic School for a discount or waiver of the field reservation fees.

Background / Analysis:

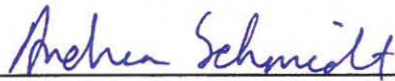
The rate for the Fredericksburg Little League during their season is \$300 per month which gives them use of 5 fields during that time. The rate for the Fredericksburg Youth Soccer Association during their season is also \$300 per month and gives them access to the outfields of the three fields at Oakcrest Park. The Adult Softball Association and the Adult Men's Baseball group pay \$25 per field per day during their seasons. Below is a table showing surrounding city rental rates for individual field use. In October

of 2016, our rate for an athletic field was raised from \$15 per day to \$25 per day. Sports association rates during their seasons at surrounding cities vary widely and depend on a variety of factors such as resident versus nonresident rates, the number of facilities used with or without lights, the condition of the facilities and frequency of use so having a commensurable comparison proves difficult.

Field Use	Per Day	Per Hour	Notes
Kerrville	\$150.00	\$ 15.00	\$20/hr. w lights
Seguin	\$ 75.00	\$ 20.00	\$250 tournament deposit
Marble Falls	\$25.00		\$100 tournament fee, Additional \$7.50 per hr. with lights
Boerne		\$ 15.00	\$20/hr. for adult teams & \$25/hr. for nonresidents
Fredericksburg	\$ 25.00		

Attachments:

None



Department Approval



City Manager Approval

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The City of Fredericksburg



CITY COUNCIL MEMO

DATE: February 5, 2018

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Morning Rotary Club Basketball Pavilion Lease agreement

Summary:

In October 2017, City Council approved the Morning Rotary Club's proposal to build a basketball pavilion at Old Fair Park. They requested the property to build the courts on from the City and then turn them over to the City for management. The Morning Rotary Club will fund the project's construction. Attached is the license agreement to be approved between the City and the Rotary Club so the project can move forward.

Recommendation:

Approve the license agreement between the City of Fredericksburg and the Fredericksburg Morning Rotary Club to build a basketball pavilion at Old Fair Park.

Background / Analysis:

In the Parks, Recreation and Open Space Master Plan adopted in 2016, basketball courts were identified as one of the top 17 priorities. There is one uncovered basketball court at Lady Bird Johnson Municipal Park near Pavilion 5 now. There are no other basketball courts in the City parks. The location of this new basketball court will be between the Skate Park and the soccer field at Old Fair Park. Rotary shall complete construction of the facility by December 21, 2021.

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The City of Fredericksburg

Attachments:

Construction and License Agreement for Basketball Pavilion, Basketball Court Survey Exhibit

Department Approval

City Manager Approval



CONSTRUCTION AND LICENSE AGREEMENT FOR BASKETBALL PAVILION

This Construction and License Agreement for Basketball Pavilion ("Agreement") is entered into between the City of Fredericksburg, Texas ("City"), and the Rotary Club of Fredericksburg Morning ("Rotary"), a Texas non-profit corporation.

WHEREAS, as a public service, the Rotary desires to design and construct a basketball pavilion upon City park property; and

WHEREAS, the Rotary intends to offer the completed basketball pavilion to the City as an in-kind donation, for the benefit and improvement of the community.

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

SECTION A **Construction of the Facility**

1. Rotary shall design and construct a permanent structure containing one or more basketball courts ("Facility"), on approximately thirty six thousand and seventy-nine square feet (36,079 sq. ft.) of City owned land within Old Fair Park in Fredericksburg, Texas, at the location specifically set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.
2. Rotary is solely responsible for providing all funds and other costs necessary to design, engineer and construct the Facility, excepting any costs or services the City is specifically obligated to provide under this Agreement.
3. Rotary shall complete construction of the Facility by December 31, 2021.
4. Rotary acknowledges and agrees that Rotary has no ownership, leasehold, or other interest of any kind in the real property under and adjacent to the Facility, and Rotary may not exclude the City from entering the Facility or the real property under and adjacent to the Facility at any time for any reason.
5. Rotary shall design, engineer and construct the Facility in compliance with all terms, conditions, and requirements as follows:
 - a. The design, engineering and construction by Rotary shall conform to plans that are preapproved by the City, which approval shall not be unreasonably withheld. Rotary shall employ a professional engineer licensed in the State of Texas or a

person with equivalent qualification to design the Facility and provide supervision during construction of the Facility. Rotary shall contract with a qualified professional contractor or builder who will construct the Facility, and shall provide a copy of such contract to the City. Before proceeding with construction, the contractor shall provide a construction schedule to the City Manager. Rotary shall not construct or allow construction of any ancillary facilities, such as a registration booth or viewing structures, except as approved in writing by the City.

- b. Rotary shall provide safety and warning signs in or on the Facility, in the manner, number, and location as reasonably requested by the City. Rotary may erect and maintain recognition signs in the Facility area following the completion of construction, and may erect one temporary recognition sign during construction. All signs erected by Rotary shall comply with applicable City sign ordinances and construction codes.
- c. Rotary shall secure, protect, and maintain the site during all phases of site preparation and construction of the Facility, including but not limited to placing fencing and signs around the site to prevent unauthorized access by members of the public.
- d. Rotary shall maintain the areas utilized during construction of the Facility in a clean and safe manner, and upon completion of construction Rotary shall restore the areas utilized to their previous condition, as determined by City's Director of Parks and Recreation.
- e. Rotary shall transfer to the City any and all warranties provided for materials or workmanship.
- f. Rotary shall require the engineer or architect to prepare as-built drawings of the Facility, and a maintenance manual or maintenance routine for the Facility, to be provided to the City at the completion of construction.
- g. Rotary may engage contractors and subcontractors to construct the Facility. Rotary shall include indemnification provisions favorable to the City in any construction contract between Rotary and any contractors related to the Facility. Rotary shall require any contractor working on the Facility to carry insurance with the City named as an additional insured party.
- h. Rotary shall pay all Facility related expenses directly incurred by Rotary in a timely manner.
- i. During construction of the Facility, and until the Facility is accepted by the City, Rotary shall require the contractor to provide workers compensation insurance which meets the State of Texas requirements, Commercial General Liability insurance written on an occurrence basis with limits of not less than \$1,000,000

combined single limit per occurrence, per location, and \$2,000,000 aggregate for personal injury, bodily injury, and property damage; the City shall be named as an additional insured on the insurance policy, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City may immediately terminate this Agreement upon failure to maintain insurance as set forth in this paragraph.

SECTION B

Grant of License and Oversight by City

1. Subject to the terms and conditions of this Agreement, the City hereby grants to Rotary a revocable exclusive license to construct the Facility on the location specifically set forth in Exhibit A. The license granted in this Paragraph is revoked upon termination of this Agreement. During the design, engineering and construction of the Facility, the City may freely enter the location specifically set forth in Exhibit A to provide construction oversight and assistance at its discretion, under the direction of the Director of Parks and Recreation for the City. The City shall not unreasonably interfere with the Rotary's construction of the Facility.
2. During the design, engineering and construction of the Facility, the City shall provide electricity and water to the Facility site, at the City's expense.

SECTION C

Donation and Operations of the Facility

1. Rotary hereby agrees to donate the completed Facility to the City as an in-kind donation, subject to the restrictions set forth in this Section. Provided that the Facility is constructed in conformance with the terms and conditions of this Agreement, the City hereby agrees to accept the completed Facility from Rotary as a donation to the City, subject to the restrictions set forth in this Section.
2. The Parties mutually acknowledge and agree that upon the City's acceptance of the completed Facility as a donation from Rotary, the City will own, maintain, and manage the Facility.
3. The City shall maintain and operate the Facility as a public basketball pavilion until December 31, 2040, except that if the City Council finds that the use of the property on which the Facility is located could serve a better and higher public use, the City may close the Facility and relocate or construct a comparable replacement facility elsewhere in the City. In the event the City relocates or constructs a comparable replacement facility under this Paragraph, said facility shall be maintained and operated

by the City as a public basketball pavilion until December 31, 2040.

SECTION D

Term, Breach, and Termination of Agreement

1. The term of this Agreement shall begin upon the date of execution by both parties, and shall end when terminated as set forth in this Section.
2. Prior to the beginning of any site work or construction under this Agreement, Rotary may immediately terminate this Agreement at any time, without penalty, upon written notice to the City.
3. After Rotary has commenced any site work or construction under this Agreement, Rotary may terminate this Agreement upon written notice to the City, provided that Rotary shall first remove any portions of the Facility that have been constructed and restore any City real property to its original condition, as it existed prior to any site work or construction associated with the Facility. The City, at its discretion, may waive the requirement that Rotary remove any portions of the Facility that have been constructed, and the City may accept the Facility as is and complete the construction at the City's expense.
4. In the event of a breach of any terms or conditions of this Agreement, the non-breaching party may send notice of breach to the breaching party and demand that the breaching party cure such breach within ten (10) days. If the breach is not cured in a timely manner following notice and demand to cure, the non-breaching party may either (1) cure such breach and recover any cost incurred from the breaching party; or (2) immediately terminate this Agreement.
5. The City may immediately terminate this Agreement upon failure of Rotary, or Rotary's contractors, to maintain insurance as set forth in Section A of this Agreement.
6. This Agreement shall terminate upon the City's acceptance of the Facility under Section C of this Agreement.

SECTION E

Indemnification

ROTARY HEREBY AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, INCLUDING ITS OFFICERS, SERVANTS, AGENTS, OR EMPLOYEES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ANY PERSON OR PARTY RELATED

**TO THE USE OR CONSTRUCTION OF THE FACILITY DURING THE TERM
OF THIS AGREEMENT, EXCEPT FOR LOSSES, DAMAGES, OR INJURIES
CAUSED BY THE SOLE NEGLIGENCE OF THE CITY.**

**SECTION F
Miscellaneous Provisions**

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

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

Fbg Morning Rotary
Attention: Accounting and Pres
409 North Milam
Fredericksburg, TX 78624
2. No Waiver. No delay by a party in enforcing any part of this Agreement shall be deemed a waiver of any of the party's rights or remedies, nor shall such delay be deemed a waiver of any subsequent breach or default by the other party.
3. Severability. Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.
4. Venue and Applicable Law. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action involving this Agreement shall be solely and exclusively in the courts of Gillespie County, Texas.
5. Construction and Interpretation. Each of the parties has read and understands the meaning and effect of this Agreement. The parties agree that in the construction and

interpretation of the terms of this Agreement the rule of construction that a document is to be construed most strictly against the party who prepared same shall not be applied, it being agreed that the Agreement should be construed fairly and simply and not strictly against either party.

6. Binding Effect. This Agreement binds and inures to benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, assigns, and successors in interest. The rights, obligations, and duties under this Agreement shall not be assigned by either party without the written consent of the other party.
7. Entire Agreement. This Agreement embodies in its entirety the sole and only agreement between the parties regarding the subject matter hereof, and it incorporates all other written, verbal, express, and implied agreements made between and party or agent of any party of this Agreement in connection with such matters. If any provisions in this Agreement conflict with any provisions in any other previously executed instrument, this Agreement shall control.
8. Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated, and duly executed by the parties subsequent to the date of this Agreement.
9. No Agency. The relationship between the parties under this Agreement is that of independent contracting entities. Rotary is not an agent or employee of the City.
10. Survival. Section C(3) and Section E of this Agreement shall survive the termination of this Agreement.
11. Non-Discrimination and Compliance with Law. All work performed by Rotary or Rotary's contractors in furtherance of this Agreement shall provide for the fair, equal and non-discriminatory treatment of all persons. All work performed by Rotary or Rotary's contractors in furtherance of this Agreement shall comply with applicable federal, state and local laws, rules, and regulations.
12. Authority. The signatories to this Agreement hereby represent that they have full legal authority to execute this Agreement on behalf of their respective entities.

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

ROTARY CLUB OF FREDERICKSBURG- MORNING

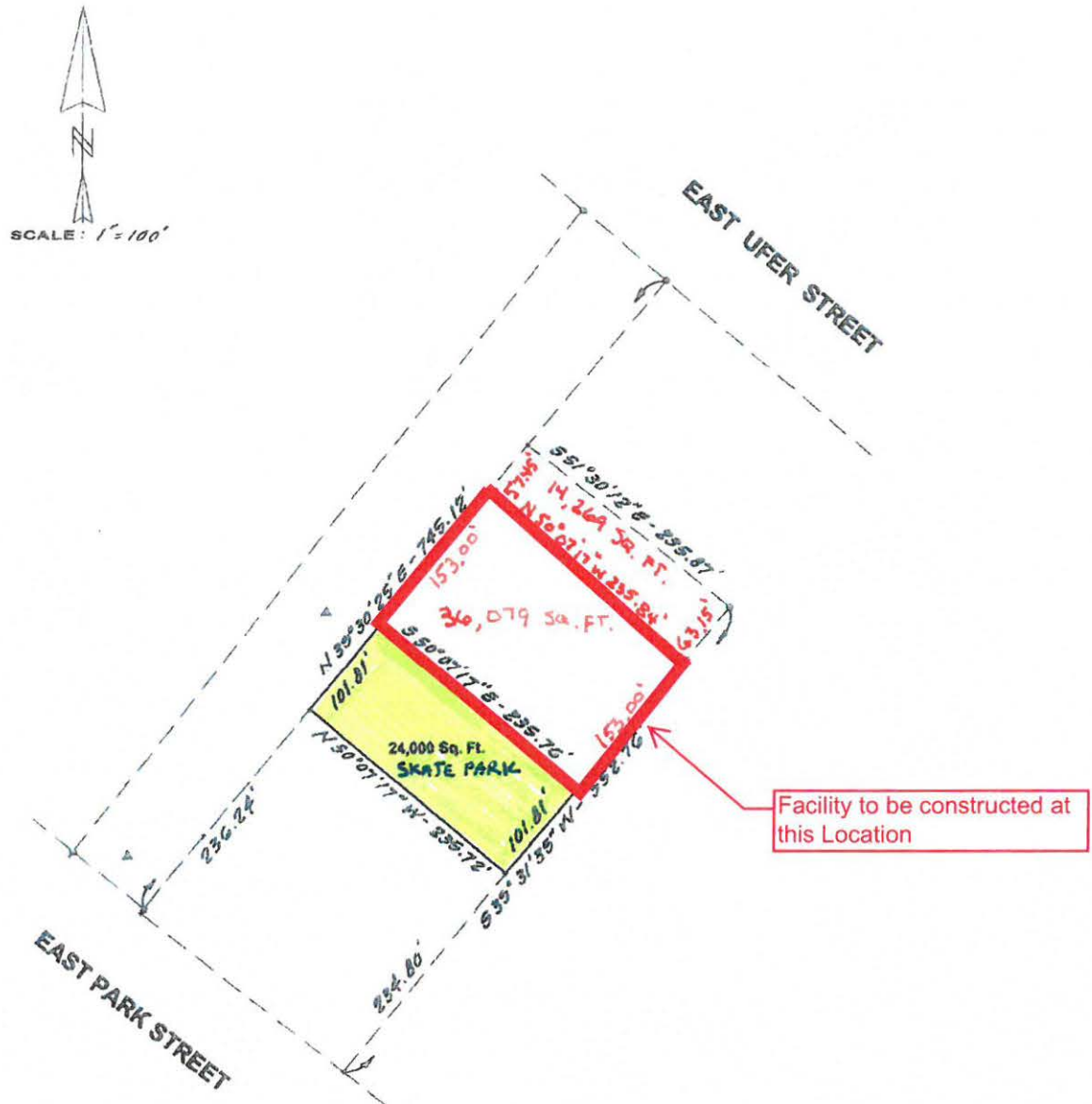
By:_____ Date:_____

Printed Name:_____ Title:_____

CITY OF FREDERICKSBURG, TEXAS

By:_____ Date:_____
Kent Myers, City Manager

Exhibit A to LICENSE AGREEMENT FOR BASKETBALL PAVILION



SKETCH SHOWING:

THE EXISTING 24,000 SQ. FT. SKATE PARK LOCATION.

THE PROPOSED 36,079 SQ. FT. BASKETBALL COURT'S LOCATION.



CITY COUNCIL MEMO

DATE: February 5, 2018
TO: City Council
FROM: Shelley Britton, City Secretary
SUBJECT: Election Ordinance

Summary:

An Ordinance Calling a Regular City Election on May 5, 2018 is required.

Recommendation:

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

Department Approval

City Manager Approval

ORDINANCE NO. _____

AN ORDINANCE CALLING A REGULAR CITY ELECTION ON MAY 5, 2018, FOR THE ELECTION OF A MAYOR AND TWO (2) COUNCIL MEMBERS FOR THE CITY OF FREDERICKSBURG, TEXAS; ESTABLISHING PROCEDURES, RULES AND REGULATIONS FOR CONDUCTING SUCH ELECTION; AND PROVIDING FOR NOTICE OF SUCH ELECTION.

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

Section 1. That a regular city election shall be held on May 5, 2018, in the City of Fredericksburg, Texas, at which the qualified voters at said election shall elect a Mayor and two (2) Council Members of the City of Fredericksburg, Texas.

Section 2. That the polls shall be open from 7:00 o'clock a.m. to 7:00 o'clock p.m. on said date and that said election shall be held at the following designated polling place in Fredericksburg, Texas:

MIDDLE SCHOOL CAFETERIA BUILDING
AT 110 W. TRAVIS STREET

Said City shall constitute a single election precinct for said election.

Section 3. That the following election officers will be appointed to hold said election:

Presiding Judge - Katherine Halamicek
Alternate Presiding Judge - Bill Pace

Section 4. That the Presiding Judge shall appoint not less than two (2) qualified election clerks to serve and assist in conducting the election; provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerks.

Section 5. That said election shall be held in accordance with the Constitution and laws of the State of Texas and all resident qualified voters of the City of Fredericksburg, Texas, shall be entitled to vote at said election.

Section 6. That notice of said election shall be given by publication one time in a newspaper of general circulation, published in the City of Fredericksburg, Texas, not less than thirty (30) days prior to the date set herein for such election; and notice of said election shall be given by publication one time in a newspaper of general circulation, published in the City of Fredericksburg, Texas not earlier than the 30th day or later than the 10th day before election day; and by posting such notice on the bulletin board used for posting notices of the meetings of the City Council not later than the 21st day before the date set herein for such election.

PASSED AND APPROVED this the 5th day of February, 2018.

LINDA LANGERHANS, Mayor
City of Fredericksburg, Texas

ATTEST:

SHELLEY BRITTON, City Secretary



CITY COUNCIL MEMO

DATE: January 30, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Proposed HOT Funding for Local Organizations

Summary:

As a result of the discussion at the special City Council meeting held on January 29, we have prepared the attaching revised listing of proposed HOT funding for 2018 with the amount of proposed funding shown in yellow.

Recommendation:

It is recommended that the Council consider any final revisions and then approve funding for local organizations shown on the attached report. If this listing is approved as shown, the total funding level will be \$481,530.

Background / Analysis:

During the special City Council meeting held last Monday the Council identified your preferences in terms of HOT funding levels for most of the local organizations. There were questions related to three of the requests and these were tabled until additional information is available. As shown, the total amount requested by the applications that were tabled is \$61,150.

If the City Council approves the attached funding requests, the second attachment shows the impact to the 2018 Budget. As shown, our total payments in May will be \$208,597.50 and our total payments in August will be \$90,977.50. So the impact to this year's budget will be a total of \$299,575.

However, several organizations approved for funding last year received payments in November and will receive other payments in February. The total amounts of these payments are shown on the bottom of this report. So the impact to this year's Budget for the previously approved projects, as well as the projects proposed for funding this year, is \$639,521. The current budget allocated for local organizations is \$652,100. With the three outstanding funding requests, the Council may want to make additional changes to the attached listing before approval.

Attachments:

HOT Requests Proposed for 2018 Funding
Budget Impact of Proposed Funding



Department Approval



City Manager Approval

Proposed 2018 HOT Funding for Local Organizations

Organization	City 2015 Amount	City 2016 Amount	City 2017 Amount	City 2018 Request	% of Total	City 2018 Approved	%	County 2015 Amount	County 2016 Amount	County 2017 Amount
1 Hill Country Antique Tractors	6,000	6,000	6,000	3,000	0.44	3,000	100	3,000	3,000	
2 4th July Celebration Committee	4,500	5,000	5,000	5,000	0.74	5,000	100			
3 Fbg Art Guild	4,000	4,500	4,650	4,400	0.65	4,400	100			
4 Optimist - Hill Country Run	5,000	7,000	5,000	5,000	0.74	5,000	100	1,500	1,500	
5 Veterans Day Parade				8,000	1.18	8,000	100			
6 Gillespie County Fair & Festivals Association	45,000	40,000	45,000	45,000	6.63	45,000	100	12,000	12,000	
7 Fbg Chamber - Christmas Parade	5,000	10,000	10,000	12,000	1.77	12,000	100		5,000	
8 Vereins Quilt Guild of Fbg		5,000		5,000	0.74	5,000	100		2,250	
9 Systems GO	2,500	2,500	3,000	3,500	0.52	3,500	100			
10 Fbg Tennis Association				3,150	0.46		0			
11 Fbg Band Boosters				8,000	1.18		0			
12 Friends of the Fbg Nature Center				2,500	0.37	2,500	100			
13 Hill Country Film Festival	6,500	6,500	6,500	8,000	1.18	8,000	100			
14 Gillespie County Historical Society	50,000	81,000	93,500	65,250	9.61	65,250	100	21,750	5,700	
15 Hill Country Food Truck Festival		6,000	7,500	7,500	1.10	7,500	100			
16 Church of Colored People of Gillespie County			25,000	92,854	13.67		0			
17 Holy Ghost - Global Leadership Summit				10,000	1.47	1,500	15			
18 Fbg Social Turn Verein - Turner Hall			0	50,000	7.36		0			
19 Cherry Mountain Community Club			3,200	7,220	1.06	7,220	100	1,500	1,500	
20 Boys & Girls Club - Mah Jongg Tournament				1,500	0.22	1,500	100			
21 Heritage School - Eisbahn	3,000	3,000	3,000	5,000	0.74	5,000	100			
22 Boys & Girls Club - Shopping Tournament	1,500	1,500	1,500	1,500	0.22	1,500	100			
23 Admiral Nimitz Foundation	125,000	125,000	125,000	125,000	18.41	125,000	100			
24 Fbg Chorale	2,500	2,500	2,500	2,500	0.37	2,500	100		1,000	
25 Fbg Theater Company	25,000	25,000	25,000	40,000	5.89	25,000	63		3,000	
26 Friends of Gillespie County Country Schools	50,000	64,800	47,641	61,730	9.09	61,730	100	39,000	39,000	
27 Former Texas Rangers - Celebrate Texas				20,000	2.95	10,000	50			
28 Former Texas Rangers - History Symposium				15,000	2.21	10,000	67			
29 German Choirs of Fredericksburg	2,500	4,000	2,500	2,500	0.37	2,500	100			
30 Die Kunstler von Fbg	2,500	2,500	3,000	3,000	0.44	3,000	100	1,500	1,000	
31 Fbg Community Orchestras			3,000	3,000	0.44	3,000	100			
32 Friends of Enchanted Rock	8,000	8,000		5,000	0.74	5,000	100			
33 Fbg Texas Anniversary Committee				15,000	2.21	15,000	100			
34 Fort Martin Scott Friends	0		23,450	14,930	2.20	14,930	100			
35 Farmers Market	2,500	3,000	3,000	3,000	0.44	3,000	100			
36 Jaycees - Crawfish Festival	5,000	5,000	5,000	15,000	2.21	10,000	67		5,000	
Total Allocated HOT	356,000	417,800	458,941	679,034	100.00	481,530	71	80,250	79,950	0
						61,150		Request more info		
						542,680				

2018 Budget Impact - Proposed Funding for Local Organizations

Organization	<u>2018 Awards paid in FY 2018</u>					<u>2018 Awards paid in FY 2019</u>
	Approved	Due 5/20/18	Due 8/20/18	Due 11/20/18	Due 2/20/19	
Hill Country Antique Tractors	3,000.00	3,000.00				
4th July Celebration Committee	5,000.00	5,000.00				
Fbg Art Guild	4,400.00	4,400.00				
Optimist - Hill Country Run	5,000.00	5,000.00				
Veterans Day Parade	8,000.00	8,000.00				
Gillespie County Fair & Festivals Association	45,000.00	11,250.00	11,250.00	11,250.00	11,250.00	
Fbg Chamber - Christmas Parade	12,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
Vereins Quilt Guild of Fbg	5,000.00	5,000.00				
Systems GO	3,500.00	3,500.00				
Fbg Tennis Association	-	-				
Fbg Band Boosters	-	-				
Friends of the Fbg Nature Center	2,500.00	2,500.00				
Hill Country Film Festival	8,000.00	8,000.00				
Gillespie County Historical Society	65,250.00	16,312.50	16,312.50	16,312.50	16,312.50	
Hill Country Food Truck Festival	7,500.00	7,500.00				
Church of Colored People of Gillespie County	-	-	-	-	-	
Holy Ghost - Global Leadership Summit	1,500.00	1,500.00				
Fbg Social Turn Verein - Turner Hall	-	-	-	-	-	
Cherry Mountain Community Club	7,220.00	7,220.00				
Boys & Girls Club - Mah Jongg Tournament	1,500.00	1,500.00				
Heritage School - Eisbahn	5,000.00	5,000.00				
Boys & Girls Club - Shopping Tournament	1,500.00	1,500.00				
Admiral Nimitz Foundation	125,000.00	31,250.00	31,250.00	31,250.00	31,250.00	
Fbg Chorale	2,500.00	2,500.00				
Fbg Theater Company	25,000.00	6,250.00	6,250.00	6,250.00	6,250.00	
Friends of Gillespie County Country Schools	61,730.00	15,432.50	15,432.50	15,432.50	15,432.50	
Former Texas Rangers - Celebrate Texas	10,000.00	10,000.00				
Former Texas Rangers - History Symposium	10,000.00	10,000.00				
German Choirs of Fredericksburg	2,500.00	2,500.00				
Die Kunstler von Fbg	3,000.00	3,000.00				
Fbg Community Orchestras	3,000.00	3,000.00				
Friends of Enchanted Rock	5,000.00	5,000.00				
Fbg Texas Anniversary Committee	15,000.00	3,750.00	3,750.00	3,750.00	3,750.00	
Fort Martin Scott Friends	14,930.00	3,732.50	3,732.50	3,732.50	3,732.50	
Farmers Market	3,000.00	3,000.00				
Jaycees - Crawfish Festival	10,000.00	10,000.00				
Total Allocated HOT	481,530.00	208,597.50	90,977.50	90,977.50	90,977.50	
			299,575.00			181,955.00
						481,530.00

2017 Awards to be paid in FY 2018

	<u>Due 11/20/17</u>	<u>Due 2/20/18</u>
	166,973.00	166,973.00
Trolley Oct-Dec	6,000.00	
Total Due FY2018	381,570.50	257,950.50
		639,521.00
FY 2018 Budgeted		652,100.00
Available to Distribute		12,579.00



CITY COUNCIL MEMO

DATE: January 30, 2018

TO: Mayor and City Council

FROM: Anna Hudson, Historic Preservation Officer

SUBJECT: Designation of 612 S Washington as a local historic landmark

Summary:

The property at 612 S Washington was part of a much larger parcel that was subsequently subdivided into Outlot No. 49 measuring 88' x 290'. In 1914 it was sold by Henry Ochs to Felix and Kurt Keidel. August (1842 – 1919) and Anna Matern Grote (1856-1950) are believed to have built this house shortly after they purchased the land from the Keidel brothers in 1917. August Grote immigrated from Detmold, Germany after the Civil War. August and Anna wed in 1877 and ranched in northwestern Blanco county until 1915. August died in 1919 shortly after the house was built. The house was probated to Anna. Alex Grote (1878 – 1966) received the house and land from his mother, Anna, in 1946 (the year she turned 90). Alex rented the house out; he and his wife lived on a ranch in Blanco County and were active members of the Willow City Community. Helen Grote received the property in 1952 from her father Alex Grote. Helen Grote Green and Joy Green (residents of San Antonio) sold the house in 1959 to Noble Jobes and his wife Blanche Duderstadt Jobes. This was the first time the house was not owned by a Grote. The Jobes sold the property to Gottlieb Wolf (1899-1981) in 1966. G.F. Gottlieb was the pastor at Bethany Lutheran which was his last church. He became an ordained Lutheran pastor in 1924 and celebrated his 50th year as a pastor in 1974 at Bethany Lutheran. Linda and Jimmie Langerhans purchased the house in 1990 from the Gottlieb and Ida Wolf Estate. Mrs. Langerhans has served as a City Council member and Mayor from 1992 to 2002 and was re-elected in 2014.

The house is built of D'Hanis red brick. The railroad came to Fredericksburg in 1913 which increased the materials available to construct buildings. There were thought to be 13 homes built with D'Hanis brick in similar bungalow and cottage styles popular in the early 20th century. The D'Hanis kiln was opened in 1905 in the small town southwest of San Antonio. The house can be described as a cross gable bungalow

with projecting front gabled roof. The house has many characteristics of other bungalows designed by local architect Edward Stein. The front appears to be the mirror image of his own home that he designed in 1923. They both have front porches with side entrances. It retains a high level of integrity. Some of the few alterations to the 100-year-old house include windows added to the upstairs along with a traditional exterior stair. The main form of the house is intact with few material changes. The front windows have been replaced with in windows of the same design.

Recommendation:

The Historic Review Board (HRB) voted unanimously to designate the property a historic landmark at the January 09, 2018 meeting. Staff recommends landmark designation with a priority rating of High. The Grote home retains a high level of integrity with very few exterior changes. The red brick home is a reminder of the development pattern that followed the arrival of the train. The owner is in favor of designation.

Background / Analysis:

Ordinance 27-007, the Historic Preservation Ordinance of the City, requires that historic landmarks meet certain criteria. Section 23-58 Designation of historic districts, historic landmarks and preservation priority rating: The city council shall affirmatively find that the area has one or more of the following characteristics:

Staff finds the property meets 6 of the 7 criteria used to evaluate historic significance:

- a. **Character, interest, or value as a part of the development, heritage, or cultural characteristics of the city;** D'Hanis brick marked the arrival of the railroad to Fredericksburg and the availability of building materials other than local limestone and timber.
- c. **Embodiment of distinctive characteristics of an architectural type or specimen;** The American version of the bungalow appeared around the turn of the 20th century. First built in southern California, where most landmark examples of the style are found, it was the dominant style in the United States between 1905 and 1930. Presumed to have been designed by local architect Edward Stein
- d. **Relationship to other distinctive buildings, sites, districts, or structures which are historically significant;** Residential development pattern along old "Comfort Hwy"
- e. **Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the city;** the handful of D'Hanis brick houses mark a specific building boom in Fredericksburg
- g. **Identification with a person or persons who significantly contributed to the development or culture of the city, the state or the nation;** August Grote was a German immigrant who, like many immigrants, ranched in the Hill Country and later in life moved to town. The house he and

(34)

The City of Fredericksburg

his wife built is a visual reminder of the development of Fredericksburg over generations of German immigrants and their decedents. As Mayor, Linda Langerhans has had a significant influence on the development of the City. She has lived in the house during her terms as Mayor.

h. Value as protective of a historical resource.

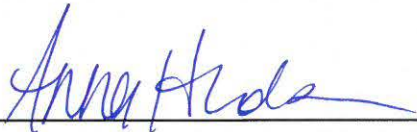
612 S Washington is an important piece of the residential development along S. Washington Street. The street is now a commercial corridor and the house is one of the few houses that is still used as a residence.

Attachments:

Recent photos of the property

Newspaper articles about former owners

Chain of title

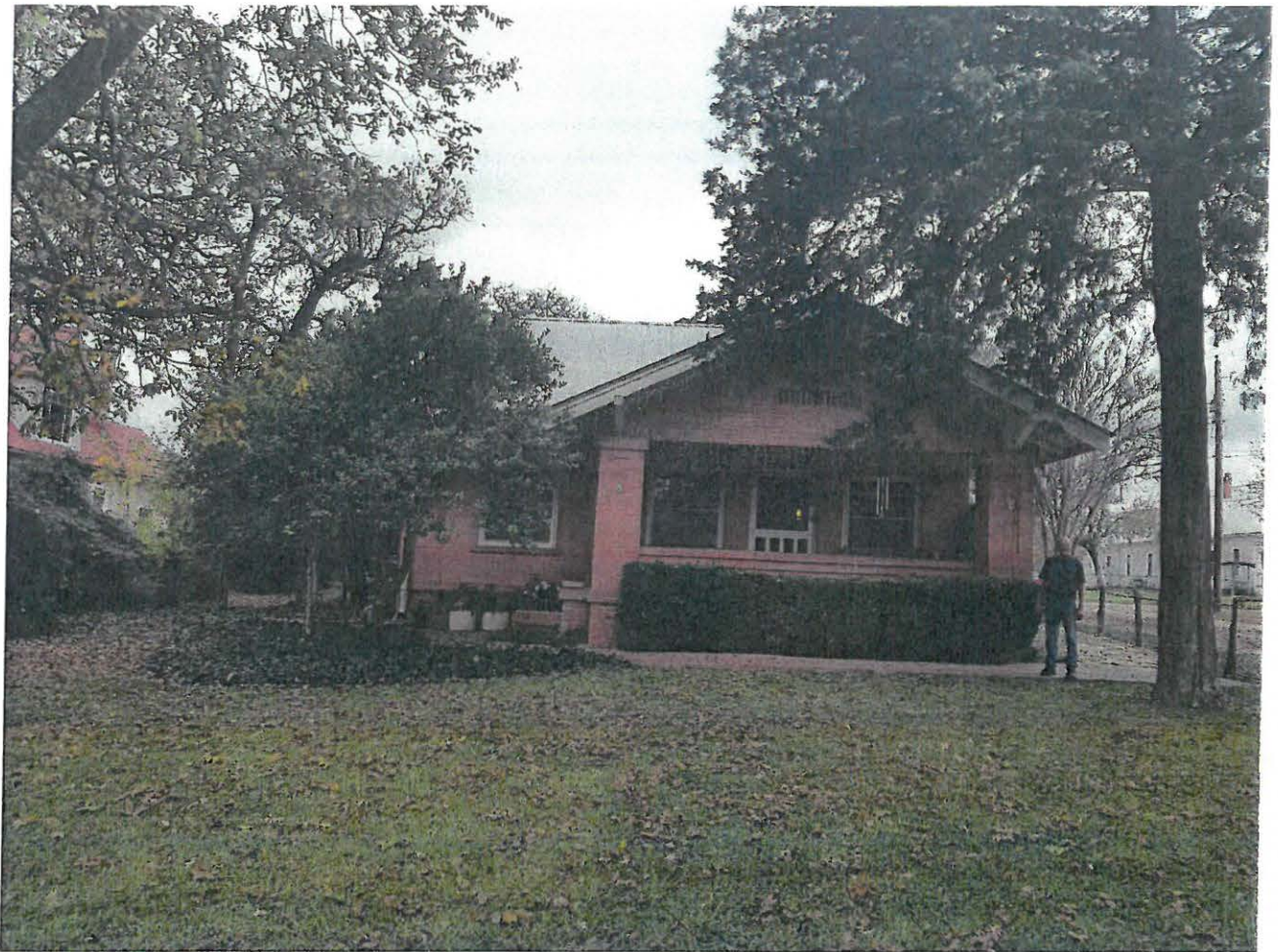


Department Approval

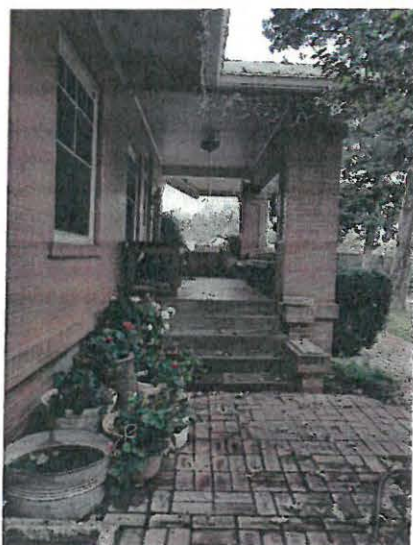




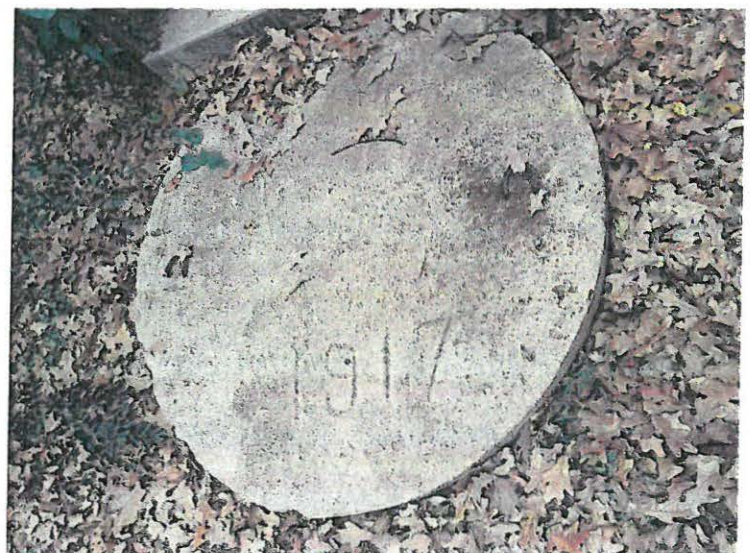
City Manager Approval



612 S Washington front elevation



Front porch side entrance

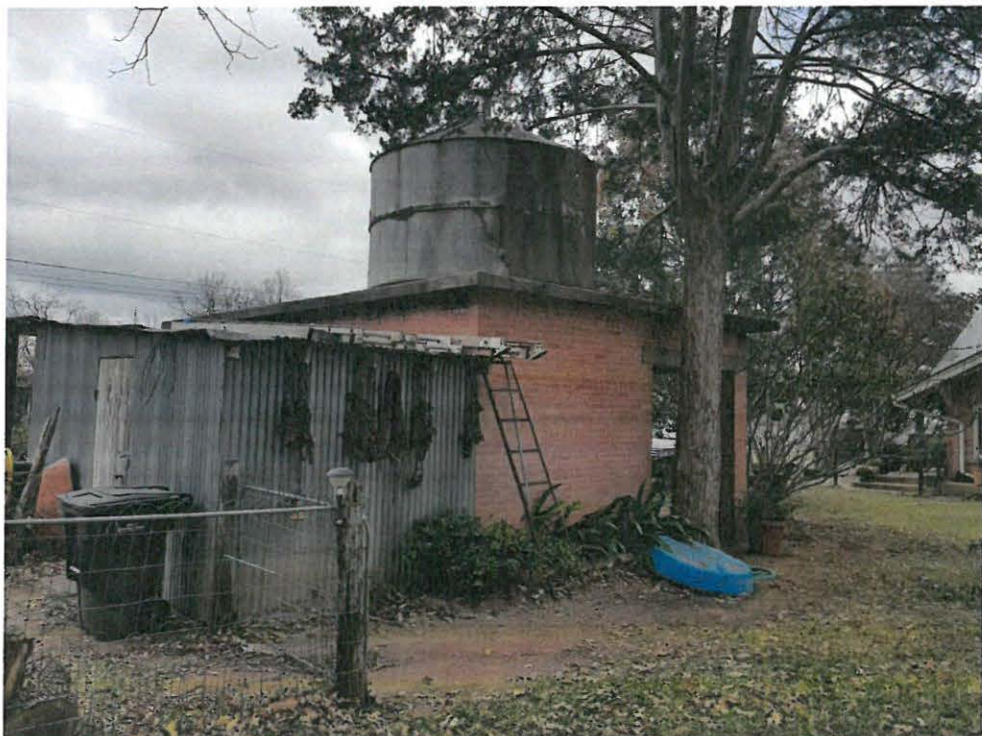


"1917" inscribed in old sewer cover

(30)



Rear elevation with tank house to left



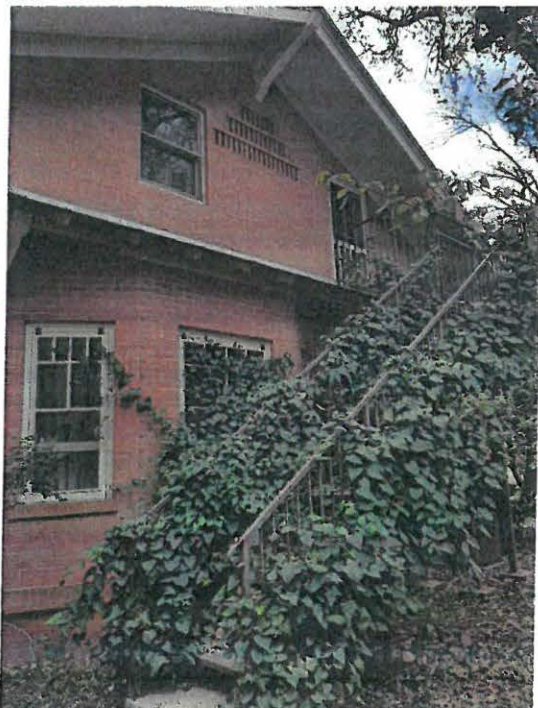
Tank house and tank



Right (north) elevation

1st floor windows replace, 2nd floor windows added

Entrance modified



Left (south) elevation with stair and second floor fenestration added



Rear oblique view showing 2nd floor pop up

After 50 Years In The Pulpit

Rev. Wolf To Mark Ordination Anniversary Sunday

The 50th anniversary of his ordination as a Lutheran pastor will be observed Sunday, July 14, by the Rev. Gottlieb Friedrich Wolf in Bethany Lutheran Church, the congregation he currently serves as pastoral assistant.

To celebrate the occasion a special Thanksgiving service will be held at 10:30 a.m., and a program is set for 4 p.m. in the church.

The celebrant in the 10:30 a.m. service will be the Rev. Vernon F. Rabel, his son-in-law, who is pastor of First Lutheran Church, Galveston. The preacher for the day will be the Rev. Raymond W. Wolf, oldest son of Rev. and Mrs. Wolf, who recently moved from Hallettsville to Mason. The main

speaker at the afternoon program will be his nephew, Dr. Victor Gold, son of Mrs. H. C. Gold and the late Rev. Gold, who is a seminary professor in Berkeley, Calif.

Friends and relatives are invited to join the members of Bethany in attending either or both of the services planned for the day.

Rev. Wolf was born April 21, 1899, in Bastrop County near McDade, the fourth child of nine born to Frank Friedrich Wolf and Anna Voigt Wolf. He was baptized May 21, 1899, and confirmed April 8, 1912, in Siloah Lutheran Church, McDade. Rev. Wolf's parents were native Texans. His four grandparents came from Germany in the early 1840's to

settle in Bastrop County in a German community near McDade.

Rev. Wolf received his early education in the public schools of Bastrop and Bell Counties, and later attended Texas Lutheran College, Seguin, as a pre-theological student. He entered Wartburg Theological Seminary in Dubuque, Iowa in 1921, and was graduated from there as the only Texan in a class of 17.

He was ordained as a Lutheran pastor July 13, 1924, in St. John Lutheran Church, Bartlett. Officiating were his pastor and district president, the Rev. Theodor Bogisch, who was assisted by Pastors Ander and Haag.

Continued on page 4, sec. 1



Rev. G. F. Wolf

Clipped By:



ahudson

Thu, Jan 4, 2018

Our Pioneers: Mrs. August Grote, Soon To Observe 90th Birthday, Reminences

Mrs. August Grote, who will be 92 on October 23, recalls days in her youth when she herded sheep on her father's ranch in addition to trying to obtain an education from her parents.

Mrs. Grote, nee Anna Elizabeth Matern, was born in Burnet County, near the present town of Marble Falls. Her parents were Carl Andreas Matern and Ulrika Fuchs Matern. Mrs. Grote was the second oldest of eight children, three boys and five girls. Her father died when she was eleven years old.

Mrs. Grote has one brother living. He is Ivo Matern, age 87, of Marble Falls.

Her childhood days were spent in Llano and Burnet Counties. Here she and her brother Adolf, next in age, herded their father's flock of sheep on the open range.

In speaking of the value of land in the old times, Mrs. Grote said that a common saying was that 2000 acres could be bought for an old bonnet. It was so cheap they made fun of it, she added.

Mrs. Grote's father, who had been a ranger in the old country, brought his tools along. His knowledge enabled him to build log houses. Mrs. Grote added that the early houses fire-places made of green wood which was plastered. These fire-places were often in the center of the houses.

As an example of pioneer ingenuity, Mrs. Grote said that her father made bread pans from old tin water containers.

Her grandmother who in her later years became crippled from the hard work, would wear capes to hide the marks of the hard work that went into mak-

ing a home in a new land.

Mrs. Grote explained that the life in this country was not as hard on the children as it was on the parents, who were used to the comforts and conveniences of their homes in the "old country."

In reference to her own life as a young woman, Mrs. Grote said that by saving and wise use of what they had, and art learned from her parents, they always had enough.

On November 11, 1877, she married August Grote. Mr. Grote came to this country from Detmold, Germany, several years after the Civil War ended. Their wedding trip culminated in the northwestern part of Blanco County where they engaged in sheep raising and in later years in cattle raising as they acquired more land and pastures were enclosed with barbed wire.

The August Grotes lived on their ranch until 1915. After spending a year in San Diego, California, they moved to Fredericksburg. Mrs. Grote's children are Hattie Grote of Johnson City and Alex R. Grote of Fredericksburg.

Mrs. Grote has eight living grandchildren and three great-grandchildren.

A remarkable fact about Mr. and Mrs. Grote, as revealed by their son Alex, is that in the first twenty-five years of their married life they never needed a doctor. Only a few are able to make that claim.

Mrs. Grote said that as children they were always anxious to learn and would always go to their father and mother to be taught. Their mother, she said, taught them English and the

(Continued on page 4, sec. 2)

Anna Grote 90th birthday memories pg 1

Clipped By:



ahudson

Thu, Jan 4, 2018

10

COMPLETE ABSTRACTS
OF TITLE TO ALL LANDS
AND TOWN LOTS
IN THIS COUNTY

NO. 1424

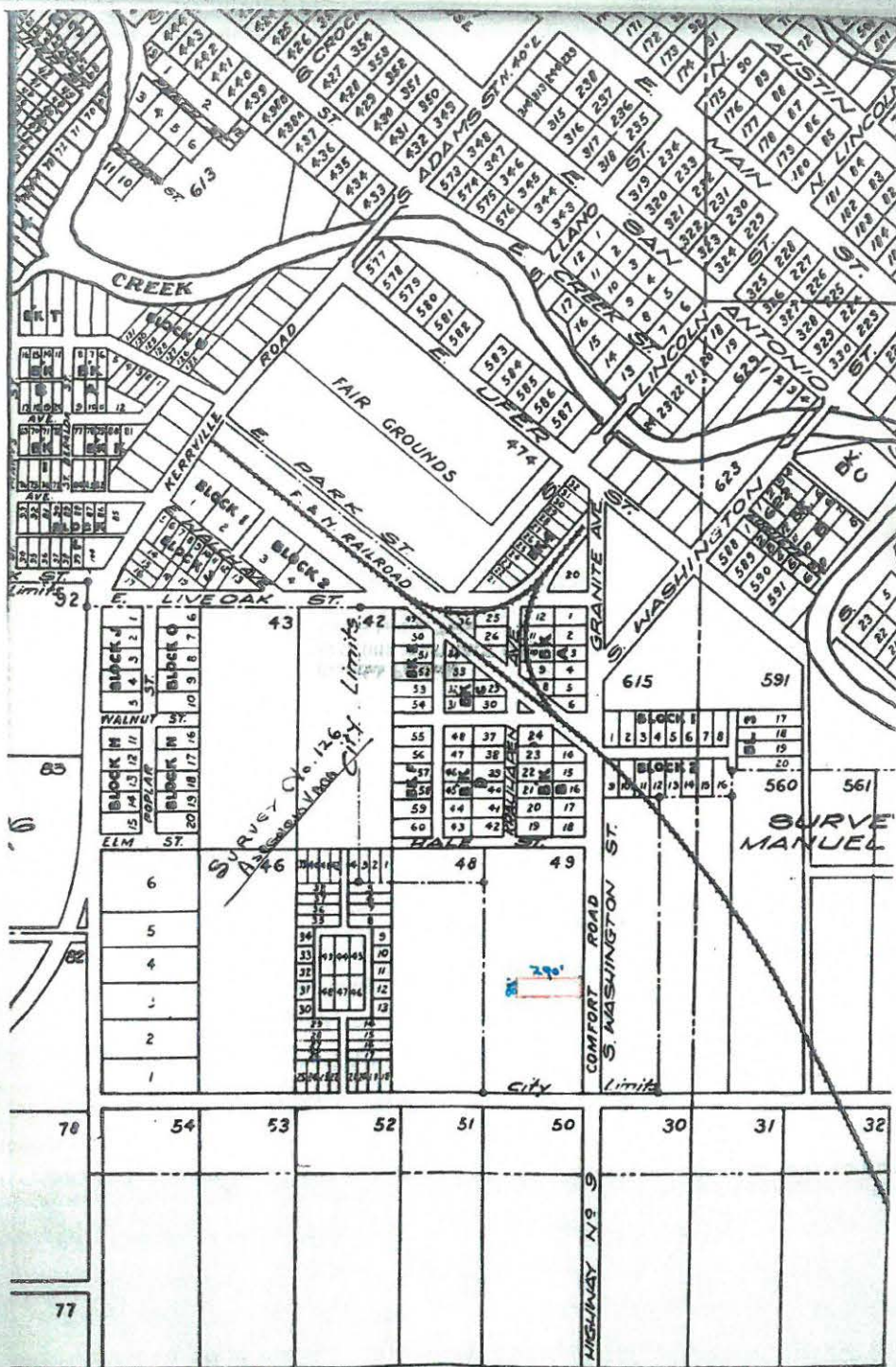
Abstract of Title
TO

Sixty-eight (68) feet by two hundred ninety (290) feet of Tract No. 49, laid out by
the German Emigration Company on Survey No. 126, Aracento Vaca, to the City of Fredericks-
burg, Gillespie County, Texas.

PREPARED FOR

Mrs. Helen Green

COMPILED BY
SAGEBIEL ABSTRACT COMPANY
ABSTRACTERS
FREDERICKSBURG, TEXAS



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Certified Copy Conveyance	Edward Watkins	Baron Meusebach	4
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Patent	State of Texas	O. Baron von Meusebach	7
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CITY COUNCIL MEMO

DATE: January 30, 2018

TO: Mayor and City Council

FROM: Anna Hudson, Historic Preservation Officer

SUBJECT: Contract for Historic Resource Survey Consultant

Summary:

City Council approved a budget amendment at the November 6, 2017, meeting to allocate tourism funds for the historic resource survey bringing the total amount to \$40,000. Staff subsequently put out an RFQ detailing requirements of a survey to identify historic aged properties in order to expand the existing local historic district. A committee comprised of City staff and members of the historic review board reviewed all responses to the RFQ and interviewed the top 3 firms.

Recommendation:

Staff recommends approval of the proposed contract with Cox | McLain Environmental Consulting. Cox | McLain has extensive experience with survey work and working with municipalities. Their data collection and sharing techniques will be a great benefit to staff upon completion of the project.

Background / Analysis:

As a CLG the City has an obligation to maintain an up-to-date survey of historic properties. Local governments that participate in the CLG Program act independently to develop and maintain a successful preservation program. The Texas Historical Commission administers the program at the state level and the National Park Service is the responsible federal agency.

(46)

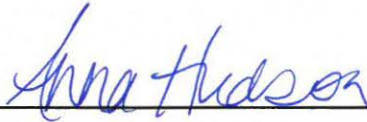
The City of Fredericksburg

A Historic Resources Survey is a systematic method of documenting historic resources through fieldwork and research. Each historic resource is documented with photographs, maps, and a written description on a form. Undertaking a survey to identify historic resources acknowledges that these resources have value to the community and future generations. Historic resources provide character, continuity and a sense of uniqueness to the community. Survey is fundamental to historic preservation because it results in the identification of historic resources, helps determine which of those resources should be preserved and can be essential in shaping local ordinances, guidelines or downtown master plans to protect these resources. The purpose of completing a local survey is to gather the information needed to plan for the wise use of a community's resources.

Technology has changed greatly since the last survey. Surveys now capture data in the field electronically. The data can be put into a database that is then managed by the City. Currently Staff currently uses "static" information from the last survey and does not have a database to manage changes to resources.

Attachments:

1. Professional Service Agreement with Cox | McLain Environmental Consulting with exhibits showing map of survey area and sample of survey report for individual properties.



Department Approval





City Manager Approval

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the City of Fredericksburg ("City"), a political subdivision of the State of Texas with its principal place of business at 126 W. Main Street, Fredericksburg, Texas, 78624, and COX|MCLAIN Environmental Consulting, Inc. ("Contractor"), with its principal place of business at 8401 Shoal Creek Boulevard, Suite 100, Austin, TX 78757.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

1. Term. Unless terminated earlier as provided herein, this Agreement shall commence on the date of execution by both Parties and terminate on March 1, 2019.
2. Contracting Services and Relationship.
 - (a) Services. During the Term, Contractor shall provide professional services (to be known collectively as "Services") to City as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. Contractor shall complete performance of all Services before March 1, 2019.
 - (b) Relationship. The Parties agree and acknowledge that Contractor is to be considered an independent contractor, and not an employee of City. City shall not be liable for employment or withholding taxes for Contractor. Contractor is solely liable for Contractor's expenses incurred in performing the Services. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit offered by City or its subsidiaries or affiliates for the benefit of City employees or volunteers. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract on behalf of or as an agent of City. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to any person Contractor engages to assist in performance of any portion of the Services.
3. Compensation. In consideration for Contractor's performance of the Services, City shall pay a fee of Forty Thousand Dollars (\$40,000.00) to Contractor. Contractor must invoice the City based on progress of Services performed, and City shall make progress payments to Contractor, based on the following invoicing schedule:

Milestone	% to be invoiced upon completion
Completion of field survey	40%
Submittal of draft deliverables	75%
Submittal of final deliverables	100%

4. Termination.
 - (a) Breach. This Agreement may be terminated by the non-defaulting party upon a breach of a material term or condition of this Agreement, when said breach is not cured by defaulting party within thirty (30) days of receiving written notice of breach from the non-defaulting party.
 - (b) Non-appropriation. This Agreement is subject to the availability and appropriation of budgeted funds by City, and upon an occurrence of non-appropriation by City, this Agreement shall terminate immediately.
5. Survival upon Termination. Upon termination of this Agreement, the provisions set forth in Section 6, Section 7, and Section 10(f) of this Agreement shall survive termination of this Agreement.
6. Ownership. "Work Product" is defined as all deliverables generated by Contractor in the performance of the Services, and all modified, intermediate and partial versions thereof. Contractor acknowledges that all Work Product is work made for hire and is the property of City, including any copyrights or other intellectual property rights pertaining thereto.
7. Confidential Information. Contractor agrees to keep confidential and to not disclose any of the Work Product. Contractor shall not disclose or appropriate any Work Product for Contractor's own use.
8. Force Majeure. A defaulting party shall not be liable for delays in the performance of its obligations hereunder when the default is caused by acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions or regulations, acts of war, civil unrest, fire or other casualty, or any causes beyond the reasonable control of the defaulting party.
9. Assignment. This Agreement may not be assigned by Contractor without the prior written consent of City, which consent may be withheld in the sole discretion of City. This Agreement shall inure to the benefit of City and its successors or assigns.
10. Miscellaneous.
 - (a) This Agreement shall be governed by the laws of the State of Texas. Any litigation or other legal action under this Agreement shall be filed in a court of proper jurisdiction in Gillespie County, Texas.
 - (b) This Agreement may only be amended or modified by a written amendment executed by the Parties.

- (c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery, by certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement, or to such other address as either party may have furnished to the other party. Notices and communications are deemed effective when actually received by the addressee.
- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.
- (e) The failure of City at any time to enforce performance by Contractor of any provisions of this Agreement shall in no way affect City's rights thereafter to enforce the same, nor shall the waiver by City of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.
- (f) Contractor shall indemnify, defend and hold harmless City and its officers, directors, agents, employees and volunteers, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses including reasonable attorneys' fees, arising out of or relating to Contractor's performance of its obligations hereunder, including but not limited to, acts or omissions, including negligent or willful acts or omissions by Contractor or anyone Contractor has engaged to perform any portion of the Services, Contractor's breach of this Agreement, or any claim for taxes that might arise or be imposed due to this Agreement or the Contractor's performance of Services hereunder.
- (g) This Agreement shall in all cases be construed simply, as a whole, and in accordance with its fair meaning. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

City

CONTRACTOR *Cox McLean Environmental Consulting Inc.*

By: _____

By: *L. Ashley McLean*

Printed Name: _____

Printed Name: *L. Ashley McLean*

Title: _____

Title: *Principal*

Date: _____

Date: *1-24-2018*

Attachment A - Scope

Cox McLain Environmental Consulting (CMEC) understands that the City of Fredericksburg seeks to commission a survey of historic-age resources within the City Limits, focusing on properties not previously documented in prior surveys. To accomplish the city-wide survey task in accordance with available funding, CMEC proposes to divide the project into four phases. The first phase would be undertaken under the present contract and is described further below. Three additional phases have been tentatively planned, which would each document additional parcels containing resources of historic-age (built in 1975 or earlier) and/or unknown construction dates, based on Gillespie County Appraisal District (GCAD) data. Phases II-IV have not been funded at this time.

For Phase I of the project, CMEC will document historic-age resources (constructed in 1968 or earlier) within the red boundary shown in the attached map. This survey area contains approximately 553 parcels in total, excluding existing City Landmarks. CMEC will complete Phase I of the project via the tasks described below.

Task 1: Background Research

This task will incorporate a general literature review and an analysis of historic maps in order to understand Fredericksburg's history as it relates to settlement patterns, as well as building types and construction methods.

Task 2: Pre-Field Preparation

The CMEC team will analyze the survey area in comparison to aerial imagery and make preliminary determinations regarding historic-age classifications. CMEC will set up the Filemaker database and design an inventory form for the City of Fredericksburg (documentation using the THC Survey Form is not required). CMEC will prepare field maps showing the properties to be surveyed and will design a tablet-based form to collect data in the field.

Task 3: Conduct Field Survey

CMEC historians will visit Fredericksburg to photograph and document the resources. CMEC will utilize the custom-designed inventory form attached to this document. A minimum of two photographs would be taken of each resource, including a façade and oblique where conditions allow. Additional photographs will be taken based on professional judgement. Photographs would meet high resolution requirements of 2000 X 3000-pixel minimum. Post-1968 resources within the survey area will be documented in a table but will not be photographed or documented with an inventory form. Historic-age secondary buildings on historic-age parcels (garages, sheds, etc.) will be photographed when visible from the right-of-way and noted in the record for the primary resource on the parcel.

Task 4: Process Data and Perform Quality Control

Upon completion of the field survey, CMEC historians will review information recorded in the field for accuracy. CMEC will assign a priority of High, Medium, or Low to each historic-age property in the survey area, based on the definitions provided in the 2017 City of Fredericksburg Ordinance 21-007. CMEC will evaluate each property for potential designation as a local landmark in accordance with the ordinance. Finally, CMEC will also assess the potential of surveyed properties for individual NRHP eligibility under

Attachment A - Scope

Criterion C: Architecture and make general recommendations for potential NRHP eligibility under Criteria A or B.

CMEC will import data from the 1983 and 2002 surveys into FilemakerPro. Resources documented in previous surveys will not be re-evaluated and data will not be verified for accuracy; the data will be imported as-is. CMEC will also provide the current owner and total property valuation for the parcel for each record in the database, using information from GCAD. This information will be displayed as fields on the inventory forms.

Task 5: Reporting

Once all data has been collected and reviewed for each property, CMEC will print inventory forms from the database and prepare a draft historic resources survey report for review by the City. Following the City's review and approval of the draft report and inventory forms, CMEC will finalize the database and documentation and produce the following final deliverables:

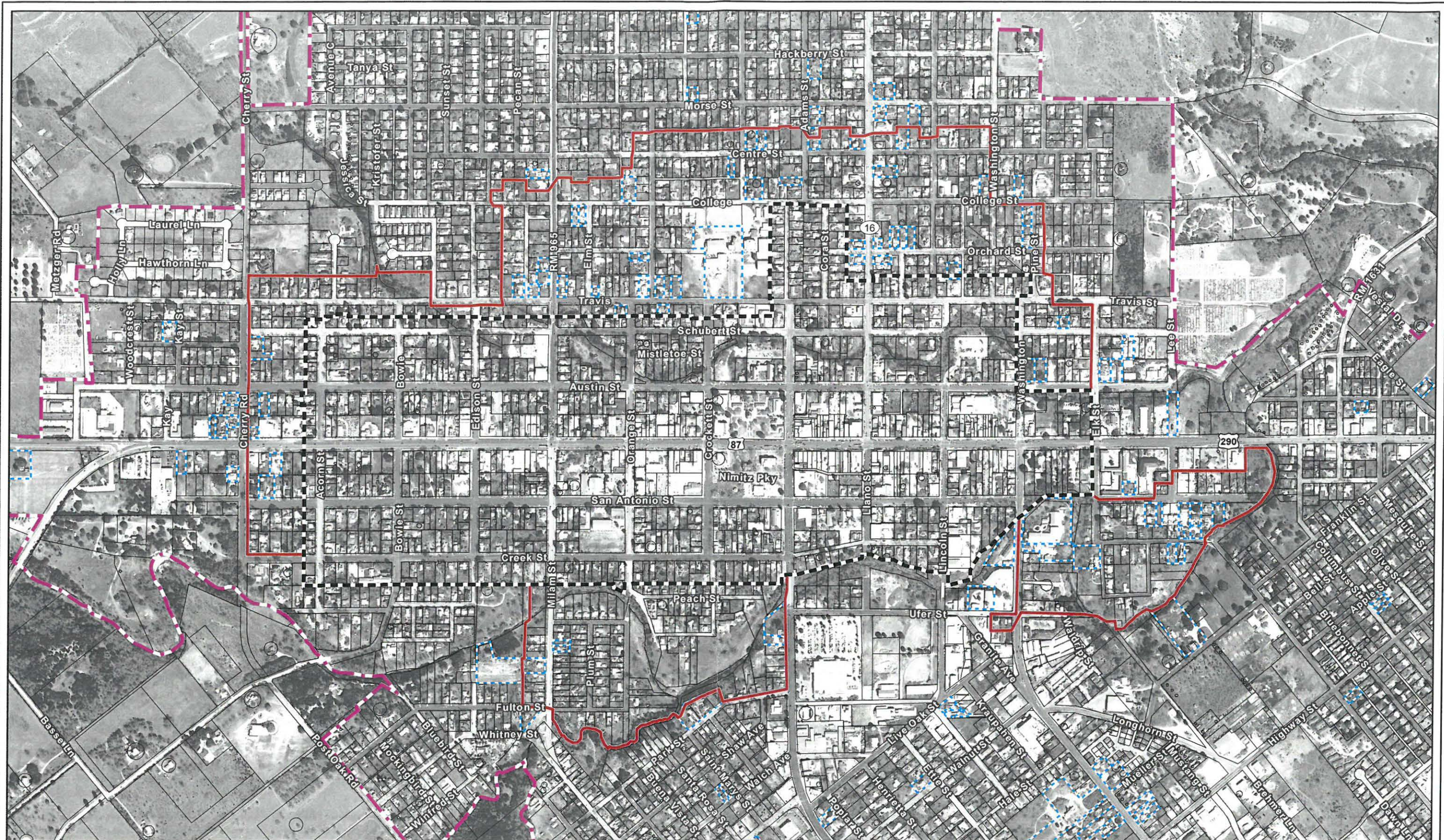
- Survey Report – to include brief historic context, survey results, recommendations, and bibliographic references
- Completed Forms – 1 hard copy of the survey form for each surveyed property
- A map set showing the location of each surveyed resource and graphically identifying high, medium, and low priority properties within the survey area
- GIS shapefiles/geodatabase of survey points linked to the data collected in the survey
- FileMakerPro database containing the records for the current survey as well as records created for properties documented in previous surveys

Task 6: Public Meetings

CMEC will attend a kick-off meeting for the project, as well as a meeting to present the findings of the survey to the public. CMEC staff will be available for one additional meeting, as determined during the course of the project.

Task 7: Client Coordination

This task includes labor hours required to maintain ongoing communication with the City of Fredericksburg, planning teleconferences, and time required to prepare invoices.



Proposed Survey Area

City of Fredericksburg Historic Resources Survey

G:\Projects\CityofFredericksburg\2018_Historic_Resources_Survey\Proposed Survey Area_20180122.mxd

--- City Limit Boundary
--- Existing Historic District
--- Proposed Survey Area

--- City Landmark
--- Parcels

0 800 Feet
0 200 Meters

COX | McLAIN
 Environmental Consulting
 Prepared for: City of Fredericksburg
 Data Sources: City of Fredericksburg (2017), GCAD (2017)
 Aerial Source: TNRS (2015)
 Prepared by: SL
 Date: 1/22/2018

LOCATION AND GEOGRAPHIC INFORMATION

ADDRESS 710 ELMORE ST, LEAGUE CITY, TX 77573

LAT/LONG 29.51125 -95.088928

ALTERNATE ADDRESS N/A

PARCEL # 136087

LEGAL DESCRIPTION ABST 3 LOT 7 BUTLER OAKS ADDN

OWNER NAME JOHN DOE

GCAD VALUATION \$100,000

PROPERTY INFORMATION AND SIGNIFICANCE

PREVIOUS DOCUMENTATION / DETERMINATION None

2018 RECOMMENDATION	local landmark	High	Low
	NRHP indiv. eligible	Medium	

If potential local landmark or potential NRHP resource:

CRITERIA A B C D

HISTORICAL INFORMATION

Former home of Ed R. Cook, the developer of the Butler Oaks Addition. Not present on 1944 aerial; present on 1955 aerial.

PHYSICAL DESCRIPTION

YR. BUILT 1954 YR. SOURCE CAD

TYPE Building

FORM Irregular

PRIMARY STYLE Ranch

CURRENT FUNCTION Domestic: Single dwelling

SECONDARY STYLE No secondary style

HISTORIC FUNCTION Domestic: Single dwelling



(54)

EXHIBIT A

ANCILLARY 1. garage
BLDGS hist.-age ('75 or earlier)

ALTERATIONS Garage enclosed
Storm door added

GENERAL Detached garage constructed c.1965 (per historic aerial images). It appears the attached garage was enclosed
NOTES around that time.

SOURCES CAD; historic aerial images



EXHIBIT A