



City of Fredericksburg

City Council Regular Meeting Agenda
Tuesday, May 21, 2024 ~ 9:00 AM
Law Enforcement Center
1601 E. Main Street
Fredericksburg, Texas 78624

Jeryl Hoover, Mayor
Tony Klein, Councilmember
Bobby Watson, Councilmember/Pro Tem

Randy Briley, Councilmember
Emily Kirchner, Councilmember
Clinton Bailey, City Manager

The City of Fredericksburg City Council will meet in a regular session on Tuesday, May 21, 2024, at 9:00 AM. The meeting will be live-streamed & available for re-watch on the City's website: fredericksburgtx.portal.civicclerk.com.

The City Council welcomes citizen participation and comments at all City Council meetings on Agenda Items.

Comment Card for Written or Verbal Comments-submitted by 4 p.m. the day before the meeting.

- i. Complete the Comment Card online at FBGTX.org;
- ii. Make sure to check the appropriate box (verbal or written);
- iii. Only one (1) agenda item per Comment Card.

Sign up in person between 8:30 a.m. and 9:00 a.m. at the meeting location.

- i. Only one (1) agenda item per Comment Card;
- ii. Speakers will be limited to 3 minutes to speak. **Please Note:** The Mayor can reduce the number of minutes for any speaker during Public Comment on a single agenda item depending on the number of people who sign up for it.
- iii. Any citizen with handouts should provide them to the City Secretary before speaking. If you wish the City Council to receive your handouts for the meeting, please provide ten (10) copies; if not, the City Council will receive your handouts the following day.

NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for discussion. An announcement will be made on the basis of the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for the Executive Session.

Attendance By Other Elected or Appointed Officials: It is anticipated that the Planning & Zoning Commission, Historic Review Board, Charter Review Committee, and Board of Adjustments members may attend the City Council Meeting at the date and time above in numbers that may constitute a quorum. Notice is hereby given that at the City Council Meeting at the date and time above, no Board or Commission action will be taken by such in attendance unless such item and action are specifically provided on a separate agenda posted subject to the Texas Open Meeting Act. This is not an agenda of an official meeting of the City Boards and Commissions, and minutes will not be taken.

1. CALL TO ORDER

2. INVOCATION

Jerry McCorkle, local resident and Willow City Church Elder, will lead the Invocation

3. PLEDGE OF ALLEGIANCE

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Ceremonial Swearing-In of Mayor and Two Councilmembers (by Judge Heupel)

5. COUNCIL COMMENTS

6. CONSENT

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

A. Consider approval of City Council Minutes for the April 2, 2024 regular meeting.

B. Approve a street closure request for the Fredericksburg Food & Wine Festival - Austin Street Patron Dinner, taking place on October 25, 2024, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

A. Request #Z-2405: By Hill Country Church to Consider a Conditional Use Permit Per Section 3.100 to Allow for a Religious Assembly Use for a Property Located at 1406 Cross Street (Anna Hudson, Director of Development Services)

i Presentation by the Applicant

ii Staff Report

iii Hold a Public Hearing

iv Take action to adopt Ordinance 2024-16 for the Conditional Use Permit

8. OTHER ACTION ITEMS AND UPDATES

A. Discuss and Take Action on the Mayor Pro Tem Appointment and City Council Liasons to Other City Boards and Commissions

B. Appeal of denial of STR Permit by Ben Edgerton for 705 Franklin Street (Anna Hudson, Director of Development Services)

- C. Appeal of denial of STR permit by Christy Crook for 705 E. Highway Street- unit 101 (Anna Hudson, Director of Development Services)
- D. Discussion and possible action on construction and license agreement for a Fredericksburg Nature Center at Lady Bird Johnson Municipal Park (Andrea Schmidt, Parks & Recreation Director)
- E. Consideration of an Operating Agreement with Texas Historical Commission Relating to Fort Martin Scott (Garret Bonn, Assistant City Manager)

9. CITY MANAGER'S REPORT

- A. City Manager's Monthly Update

10. ITEMS FOR FUTURE AGENDA

- A. Future Agenda Spreadsheet

11. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section - 551.072:

- A. Consider and discuss Real Estate in the vicinity of US 290E and Old San Antonio Rd. (Section 551.072)
- B. Consider and discuss the value and possible disposition of city-owned real properties located throughout the City (Section 551.072)

12. BUSINESS ITEM

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

13. ADJOURN

CERTIFICATION

This is to certify that I, Melinda Uriegas, posted this Agenda at 4:30 p.m. on Friday, May 17, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Melinda Uriegas
Interim City Secretary



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM: Melinda Uriegas
MEETING DATE: May 21, 2024

CATEGORY: CEREMONIAL
MATTERS/PROCLAMATIONS/EMPLOYEE
RECOGNITION

CAPTION: Ceremonial Swearing-In of Mayor and Two Councilmembers (by Judge Heupel)

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: May 13, 2024



Garret Bonn, Assistant City Manager

Date: May 13, 2024



Krista Wareham, Director of Finance

Date: May 14, 2024



William McKamie, City Attorney

Date: May 14, 2024



Clinton Bailey, City Manager

Date: May 17, 2024



City of Fredericksburg
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, April 2, 2024, ~ 3:00 p.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Mayor Jeryl Hoover
Mayor Pro Tem Bobby Watson
Councilmember Tony Klein
Councilmember Randy Briley
City Attorney, Mick McKamie - phone

Members Absent:

Councilmember Emily Kirchner

City Staff Present:

Clinton Bailey, City Manager
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director of Public Works and Utilities
Anna Hudson, Director of Development Services
Krista Wareham, Director of Finance
Aaron Anderegg, Interim Director of Information Technology
Leslie Embrey, Assistant to the City Secretary

1. CALL TO ORDER

Mayor Hoover called the April 2, 2024, Regular Meeting to order at 3:00 pm and announced that a quorum had been met.

2. INVOCATION

Mayor Hoover introduced Jamey Vogel, County Resident and Business Owner, who led the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

Mayor Hoover Proclaimed Child Abuse Prevention Awareness Month for the month of April in Fredericksburg.

Mayor Hoover proclaimed National Telecommunicator Week for the week of April 14, 2024.

5. COUNCIL COMMENTS

Councilmember Briley reported on the following:

- The city hosted and sponsored the Touch-A-Truck event and thanked staff for all the hard work put into that.
- Coffee with City Manager on March 27. Great communication from the community.
- Eclipse preparation update.

Councilmember Klein reported on the following:

- Community lost two former councilwomen in the last few weeks, Sharon Bailey and Ann Brey both served this community in many ways. He asked people to take a moment to remember them.

Mayor Pro Tem Watson provided the following events and meetings attended:

- Attended the Coffee with City Manager and the presentation was from the CEO, Clint Kotal of the Methodist- Hill Country Hospital and the resources they are putting into the hospital in the way of equipment, technology and staffing.
- Attended a Fredericksburg Food & Wine Fest meeting last week. Continue to plan for that event with the dates being October 25-26, 2024.
- Statement read from Councilmember Emily Kirchner, who was unable to attend the meeting today. She is driving back from a meeting with Governor Abbott at Texas Regional Headquarters in Harlingen and is sorry to miss the meeting.

Mayor Hoover reported the following on the reason for the time change of the meeting.

- Recognized the loss of Fredericksburg Farms Founder Steve McAnally who died in a tragic accident on his farm this past week hence the reason why we are having a late meeting today. Attended his funeral this morning with a packed house.

6. CONSENT

A. Consider approval of City Council Minutes for the following meetings:

- i. February 20, 2024, Joint Meeting with the Planning and Zoning Commission
- ii. March 18, 2024, Special Meeting
- iii. March 19, 2024, Regular Meeting

Motion: A motion was made by Councilmember Klein and a second by Councilmember Watson to approve 6 A i-ii-iii of the Consent Agenda. The City Council voted four (4) for and none (0) against. The motion passed unanimously.

7. Ordinances, Resolutions and Public Hearings

A. Consider the approval of Resolution 2024-03R for an FY2025 Law Enforcement Utility Vehicle through the Office of the Governor Criminal Justice Grant Program (Brian Vorauer, Police Chief)

Alyssa Rivera Community Outreach Liaison for the Police Department gave an update on Resolution 2024-03R. for FY2025.

Motion: A motion was made by Mayor Pro Tem Watson and a second by Councilmember Briley to approve Resolution 2024-03R. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

B. Consider the approval of Resolution 2024-04R for the FY2025 Office of the Governor, Victim Assistance, First Responder Programs Grant (Wellness Program) (Brian Vorauer, Police Chief)

Alyssa Rivera Community Outreach Liaison for the Police Department gave an update on Resolution 2024-04R.

Motion: A motion was made by Mayor Pro Tem Watson and a second by Councilmember Briley to approve Resolution 2024-04R. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

C. Consider the approval of Resolution 2024-05R adopting a Water Conservation Plan for the City of Fredericksburg and authorizing submission of the Plan to the Texas Commission of Environmental Quality and the Texas Water Development Board, providing for effective date and other related matters (Kris Kneese, Director of Public Works and Utilities)

Carole Hammerson, City resident, commented on the extended drought and how we settle the issue from our community. A program through the state of Wisconsin – turn your lawn into a wildflower area. My suggestion is to set up a group of individuals to do a program like this program in Wisconsin.

Motion: A motion made by Councilmember Klein and a second by Councilmember Watson to approve Resolution 2024-05R adopting a Water Conservation Plan for the City of Fredericksburg and authorizing submission of the Plan to the Texas Commission of Environmental Quality and the Texas Water Development Board, providing for effective date and other related matters. The City Council voted four (4) for and none (0) against. The motion passed unanimously.

8. Other Action Items and Updates

A. Consider a presentation and discussion on the 2024 Water Supply and Future Weather Outlook (Kris Kneese, Director of Public Works and Utilities).

Kris Kneese gave an update and presentation on the current & future water usage in the City of Fredericksburg, along with Hill Country Underground Water Conservation District General Managers Paul Tybor & Paul Babb.

B. Consider the approval of a contract with the Fredericksburg Chamber of Commerce to run the Fredericksburg Food and Wine Fest (Garret Bonn, Assistant City Manager)

Garret Bonn gave an update – working with Chamber CEO Jim Mikula and Mick McKamie, City Attorney to develop an agreement to detail the responsibilities and goals of the event.

The event will continue to be held on the 4th weekend of October and would also include the traditionally held Patron party. The event would need to comply with the rules and regulations of all City events including a Special Events permit application along with all TCEQ, TABC and Texas Food Establishments rules and regulations. At the end of the year, The Chamber would be required to supply an annual report detailing number of attendees, advertising information, financial data and benefactors of the event.

Mikula and Haley Wakefield gave an update on the event.

Bonn informed the Council the agreement is still being reviewed by the City Attorney and will be ready for approval at the next City Council meeting.

C. Consider the appeal of the denial of a Short-Term Rental-Unoccupied Permit Application requested by Travis and Quynn Dusek for the property located at 708 Whitney Street (Anna Hudson, Director of Development Services)

Anna Hudson gave an update on the denial of the STR at 708 Whitney Street. It is an unoccupied in R1. Current owners purchased this home in June of 2021. STR permit expired in June of 2022 and changes to STR ordinance require all renewals to receive an inspection. The 2024 renewal process identified the Property of having an expired permit and is now ineligible for a new STR permit. HOT was not remitted for 2022 and part of 2023. Staff made the owner aware with multiple notifications. The owners are now current on HOT. The owners have now relocated to Washington due to family health issues and use the

property as a vacation rental for the family to come stay when available. The owner was receiving notifications under the old STR name. They have since hired a local company to manage the property for cleaning etc. and owners handle all other interactions.

Motion: A motion was made by Councilmember Klein and a second by Councilmember Briley to deny the appeal request for 8-C for property on 708 Whitney Street. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

D. Consider the appeal of a denial of a Short-Term Rental-Unoccupied Permit Application requested by Paul and Carrie Wikander for the property located at 1005 S. Adams (Anna Hudson, Director of Development Services)

Anna Hudson gave an update on the denial of the property for a STR. Property has been operating for several years and Mr. Wikander failed in 2023 to renew and has only missed one quarter of HOT payment. The change of the 2024 ordinance no longer allows a permit in R2. This is unoccupied property, does not live there and is used exclusively for STR. Due to non-renewal of permit it is now not eligible for a STR.

Mr. Wikander was available to answer questions and does manage his own STR and is a county resident.

Motion: A motion was made by Councilmember Briley and a second by Councilmember Klein to accept the appeal as stated for item 8-D and remove the denial. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

E. Consider the approval of the Strategic Procurement Policy and Procedures, April 2024 Edition (Krista Wareham, Director of Finance)

Janelle Chapman gave a presentation on Procurement Policy and Procedures.

Motion: A motion was made by Councilmember Briley and a second by Councilmember Klein to approve 8-E as stated, the Strategic Procurement Policy and Procedures, April 2024 Edition. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

F. Consideration and possible action relating to a settlement agreement in the case of the State of Texas, et al. Association Against Fredericksburg Annexations vs. City of Fredericksburg, Texas, pending in 216th District Court (Cause No. 17175) (Anna Hudson - Director of Development Services)

This item was discussed in Executive Session and acted on under Item 11.

9. CITY MANAGER'S REPORT

A. Update on City Secretary Position

Clinton Bailey, City Manager updated the Council on the City Secretary position. In the process of signing paperwork to sign an interim City Secretary to help with agendas, administrative items and running the City Election.

10. ITEMS FOR FUTURE AGENDA

A. Review the Future Agenda spreadsheet

Clinton Bailey, City Manager, reviewed the Future Agenda Spreadsheet.

11. EXECUTIVE SESSION

Motion: A motion was made by Councilmember Watson and a second by Councilmember Klein to go out of regular session into executive session. The City Council voted four (4) for and none (0) opposed. The motion was carried unanimously at 5:28 p.m.

Motion: A motion was made by Councilmember Watson and a second by Councilmember Klein to go out of executive session into regular session. The City Council voted four (4) for and none (0) opposed. The motion was carried unanimously at 6:04 p.m.

11. BUSINESS ITEM

The City Council took action on Item 8F.

Motion: A motion was made by Councilmember Briley and a second by Councilmember Klein to approve the recommendations as stated in Item 8.F./Cause No. 17175. Councilmember Tony Klein seconded that motion. No further discussion. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

12. ADJOURN

With no other business, Mayor Hoover adjourned the Tuesday, April 2, 2024, City Council Regular Meeting at 6:06 p.m.

Jeryl Hoover
Mayor

Garret Bonn
Interim City Secretary



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Jennifer Krupa, Asst. PARD Director/
Special Events
MEETING DATE: May 21, 2024

CATEGORY: CONSENT

CAPTION: Approve a street closure request for the Fredericksburg Food & Wine Festival - Austin Street Patron Dinner, taking place on October 25, 2024, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)

PRESENTATION:

SUMMARY: The Fredericksburg Food & Wine Festival, hosted by the Fredericksburg Chamber of Commerce is requesting to close the following:

- W. Austin Street between N. Crockett and N. Adams Street beginning at 3:00 p.m. on Friday, October 25, 2024, until midnight, for the Austin Street Patron Dinner.

BACKGROUND:

The street department will cone off all parking spaces on W. Austin Street first thing Friday morning (October 25) at 7:00 a.m., to ensure no vehicles are parked on the street in time for the 3:00 p.m. closure. The street department will also install the closure equipment (barricades, cones and signage) at 3:00 p.m., and the event organizers will be responsible for reopening the street at midnight.

In addition to the street closure on Friday, the event organizer requested to close the parking lane adjacent to Marktplatz on Adams Street on Saturday, October 26, 2024, beginning at 6:00 a.m. until 10:00 p.m., as well as block off various parking spaces on W. Austin Street for vendor loading and unloading (city council approval not required for parking lane/space closures). The street department would leave the cones required for those closures and allow the event organizer to close the parking spaces on Saturday morning, as the streets division works Monday through Friday.

The street department (Garrett Durst) and police department (Lt. Seelig) have both reviewed the closure request and no negative feedback was received. In addition, the event organizer met with both Bethany Lutheran Church and San Saba Soap Company to discuss the street closure and no negative feedback was received.

Chapter 44, Article II, Section 44-24, of the City's Code of Ordinances states:
Sec. 44-24. - Authority of chief of police to enforce traffic regulations.

(a) The chief of police is hereby empowered to take all actions as may be necessary or advisable to enforce traffic regulations to make effective the provisions of this chapter and other traffic laws or ordinances and to make and enforce temporary or experimental regulations to cover emergencies or special events or conditions. No such temporary or experimental regulation shall remain in effect for more than 90 days, nor shall it be effective until approved by the City Manager.

(b) The chief of police is hereby empowered, in addition to the traffic engineer, to close streets for emergencies, special events or other conditions. Street closures which are expected to be for periods in excess of two hours, except for emergencies, shall require approval by the City Council.

A special event application is on file with the special events coordinator.

FUNDING SOURCE: General Fund

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Recommend City Council consider adoption of a motion to approve the street closure request for the 2024 Fredericksburg Food & Wine Festival - Austin Street Patron Dinner:

- W. Austin Street between N. Crockett Street and N. Adams Street beginning on Friday, October 25, 2024, at 3:00 p.m., through midnight.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Quality of Life Vision

ATTACHMENTS:

1. FBG Food & Wine Festival Street Closure Request Form

APPROVAL/REVIEW:

Andrea Schmidt

Andrea Schmidt, Parks and Recreation Director

Date: May 03, 2024

Krista Wareham

Krista Wareham, Director of Finance

Date: May 03, 2024

William McKamie

William McKamie, City Attorney

Date: May 03, 2024

Shelley Goodwin

Shelley Goodwin, City Secretary

Date: May 13, 2024

Chris Suley

Date: May 17, 2024

Street Closure Request Form

Street Closures

Street closure requests must be made two (2) months in advance to City Council for any closure two (2) hours or more. Street closures less than two hours in length will need police department approval. Please consider this timeline when submitting your request. You must attach the dated notification letter or email you have sent to abutting property owners (if applicable) with any feedback received. Submit completed form and attachments to the Special Events Coordinator. Once received, your request will be routed to the appropriate departments for review and assigned to a meeting agenda for City Council consideration. The event organizer or representative should be present at the City Council meeting in case there are any questions.

Event Name: Fredericksburg Food & Wine Festival and Austin Street Patron Dinner

Event Date(s): October 25th 2024 & 26th

Contact Name: Hayley Wakefield

Contact Phone: 5126710035

Closure Area:

☒ Entire Street ☒ Parking Lane Only ☐ Partial Street ☐ Blocking or Using City-Owned Property
Side of Street (enter N,S,E,W): ☐ Side of Street (enter N,S,E,W): ☐ Location:

Additional details; describe details of use below:

Oct. 25th - Block off Austin Street parking spots all day, and then entire street starting at 3pm. On the 26th we would like to

block off parking lanes on Austin Street, as well as the parking on Adams directly next to the park.

various parking spots only

Street Closure Details:

Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time
Example: W. Austin Street	N. Crockett	N. Adams	Saturday, April 22, 2023	6:00 A.M.	Saturday, April 22, 2023	12:00 P.M.
Austin Street (Parking spots only)	North Crockett	North Adams	Friday, October 25th	6:00am	Friday, October 25th	12:00am
Austin Street (Entire street)	North Crockett	North Adams	Friday, October 25th	3:00pm	Friday, October 25th	12:00am
Adams Street (Parking spots only)	Main Street	East Austin Street	Saturday, October 26th	6:00am	Saturday, October 26th	10:00pm

CITY USE ONLY:

Police: Lt. Seelig via email
Streets: A. Durst via email
Parks: Jennifer Krupa

Date: 5-2-24
Date: 5-1-24
Date: 5-2-24



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Shelby Collier, Senior Planner

MEETING DATE: May 21, 2024

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Request #Z-2405: By Hill Country Church to Consider a Conditional Use Permit Per Section 3.100 to Allow for a Religious Assembly Use for a Property Located at 1406 Cross Street (Anna Hudson, Director of Development Services)

- i Presentation by the Applicant
 - ii Staff Report
 - iii Hold a Public Hearing
 - iv Take action to adopt Ordinance 2024-16 for the Conditional Use Permit
-

PRESENTATION:

SUMMARY:

The applicant is requesting a Conditional Use Permit to allow for a Religious Assembly Use for a property located at 1406 Cross Street. The property has previously operated as a residence but shares a property line with the existing Hill Country Church located at 107 E Lower Crabapple.

BACKGROUND:

The property is located in a neighborhood that has multiple uses, including Religious Assembly, Personal Services, Single Family Residential and a Professional Office and shares a property line with Hill Country Church and is located at the end of Cross St, behind One Mane Place.

Zoning: R1, Single Family Residential

Site Area: .593 Acres - 25,843 sq ft

Parking: 6 parking spaces including 1 ADA space with no new parking spaces required for the Religious Assembly use.

Comprehensive Plan:

The Future Place Type Map identifies this area as a Mixed-Use Community/Corridor which supports a variety of civic, residential and commercial uses along North Llano and this section of Lower Crabapple. In addition, the Comprehensive Plan calls for development that is visually compatible with existing neighborhood patterns N.1.A.1 and the use of the existing residence as office space that supports the existing church adds to the character of the neighborhood without changing the look or feel.

Public Hearing Response: No responses received as of 05/03/24

Sec. 5.460 - Review and Evaluation Criteria contains 13 items that must be considered when reviewing a Conditional Use Permit (CUP). Of these 13 items, Staff found that the applicant has met or responded to all requirements. The criteria and review are as follows. Staff's review is in **RED**.

Conformance with applicable regulations and standards established by the Zoning Regulations. **MET**

Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, access and circulation features. **The property to the west is the existing Hill Country Church and is substantially larger than the subject property. The subject property is similar in scale and setbacks to neighboring residential properties.**

Potentially unfavorable affects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site for a permitted use. **No unfavorable affects foreseen.**

Modifications (including variance from property development regulations) to the site plan which would result in increased compatibility, would mitigate potentially unfavorable impacts, would be necessary to conform to applicable regulations and standards and would protect the public health, safety, morals and general welfare. **The subject property is purposing an ADA accessible walkway connecting to the Hill Country Church**

Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area; existing zoning and land uses in the area. **The property is located at the end of a dead end street and provides 6 parking spaces on site.**

Protection of persons and property from erosion, flood or water damage, fire, noise, glare and similar hazards and impacts. **Met**

Location, lighting, and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties. **A sign is proposed at the front of the property and will not be a lighted sign.**

Adequacy and convenience of off-street parking and loading facilities. **Met**

Determination that the proposed use is in accordance with the objectives of these Zoning Regulations and the purposes of the zone in which the site is located. **Met**

Determination that the proposed use will comply with each of the applicable provisions of these Zoning Regulations. **Met**

Determination that the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses in the vicinity. **Met**

Determination that any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area. **Met**

Determination that the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity. **Met**

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION: The Planning and Zoning Commission held a public hearing on May 8, 2024, and made a unanimous recommendation in favor of the requested Conditional Use Permit. Given the properties location between Commercial and Religious Assembly uses and connectivity to the neighboring church. Staff recommends approval of the requested Conditional Use Permit to operate a Religious Assembly Use conditioned upon the following:

- Construction of Curbs to City Standards
- Construction of driveway to City Standards

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Small Town Sensitive Growth

ATTACHMENTS:

1. Z-2405 Zoning Application
2. Z-2405 Revised Site Plan
3. Z-2405 Elevation Photos
4. Z-2405 Narrative
5. Z-2405 Review Comments
6. Z-2405 Review Comment Response
7. Z-2405 Public Hearing Map
8. Z-2405 Mailing Labels
9. 1406 Cross Street CUP Ordinance Number 24-15

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: May 10, 2024



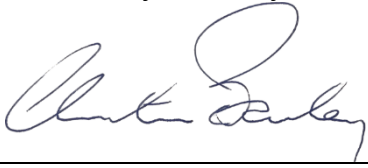
Garret Bonn, Assistant City Manager

Date: May 13, 2024



Date: May 13, 2024

William McKamie, City Attorney

A handwritten signature in blue ink, appearing to read "Clinton Bailey", is written over a horizontal line.

Clinton Bailey, City Manager

Date: May 17, 2024



Zoning Application

City of Fredericksburg – Development Services Department

126 W. Main St, Fredericksburg, TX 78624

A. Project Information

Project Name: HILL COUNTRY CHURCH OFFICES

Project Address: 1406 CROSS ST.

Property Tax ID Numbers: 25090

B. Application Type: Appendix A – Fee Schedule

☐ Voluntary Annexation - \$750.00

☒ Conditional Use Permit - \$500.00

☐ Land Use Change - \$300.00

☐ Zoning Change - \$600.00

☐ Amendment to existing PUD - \$500.00

☐ Creation of PUD - \$750.00

❖ All applications will be charged the following fees for the required Public Hearing notifications.

Public Hearing Newspaper - \$150.00

Public Hearing 200 ft notification letter - \$100.00

C. Applicant/Owner Information

Property Owner

Owner Name: TAYLOR NICOLE BIBLE HILL

Owner Address: 1406 CROSS ST.

Owner Phone Number: 830 385 9152 Owner Email Address: TAYLORBIBLE14@GMAIL.COM

Applicant

Applicant Name: HILL COUNTRY CHURCH

Applicant Address: 107 E LOWER CRABAPPLE RD.

Applicant Phone Number: 830 997 3968 Applicant Email Address: Kaleb@hccfbg.org

Applicant's Signature

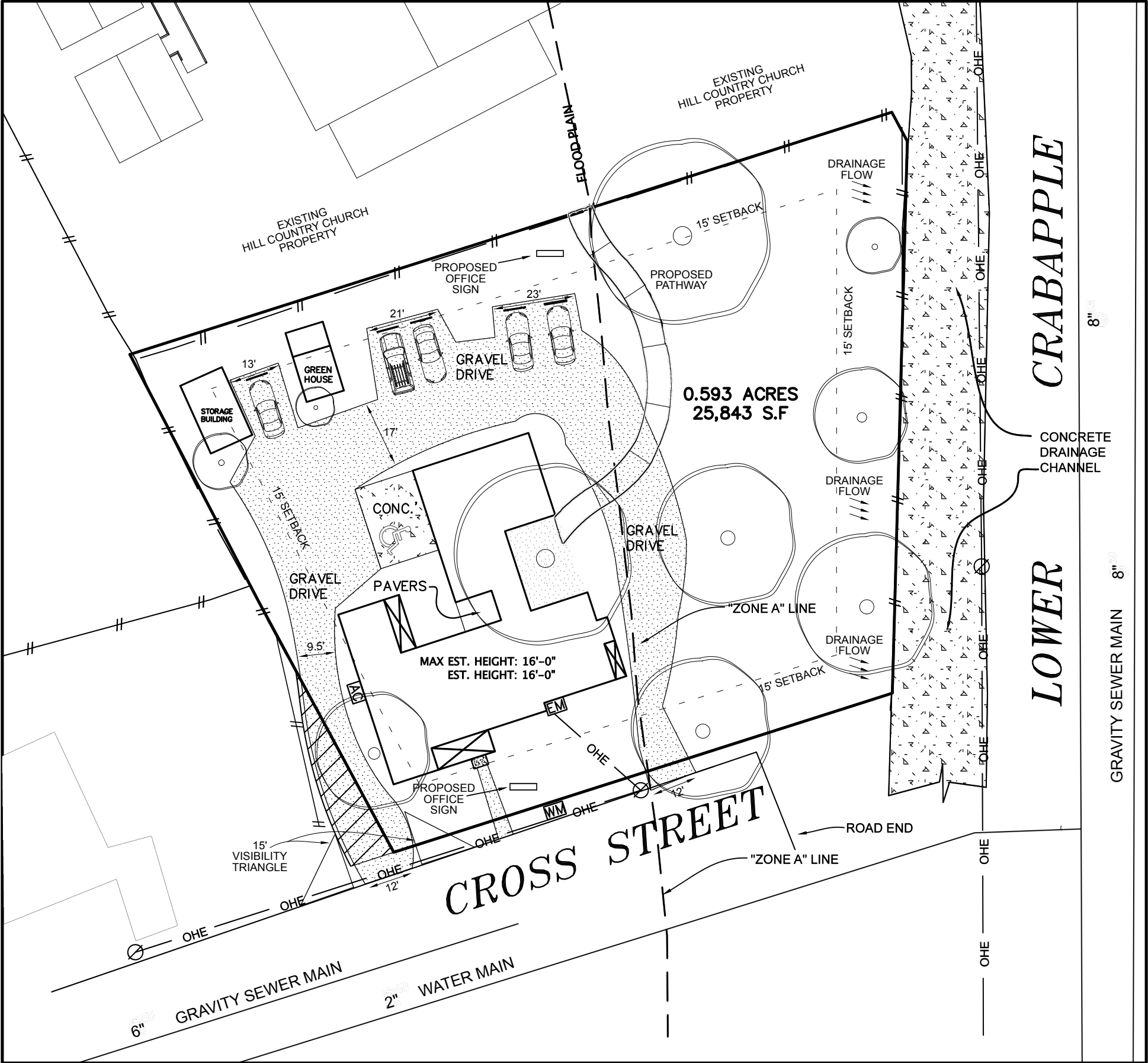
I hereby certify that the information supplied with this application is true and correct, and that the paper and electronic copies of the materials submitted are consistent with each other, to the best of my knowledge. I also certify, if I am not the owner, that I have authorization from the owner to act on his/her behalf.

Signature: Kaleb S. Dale

Printed Name: KALEB S. DALE

Staff Use Only Application Number: Z-2405 Date: 03/25/24

CK# 9876 \$750.00



BUILDING COVERAGE CALCULATIONS

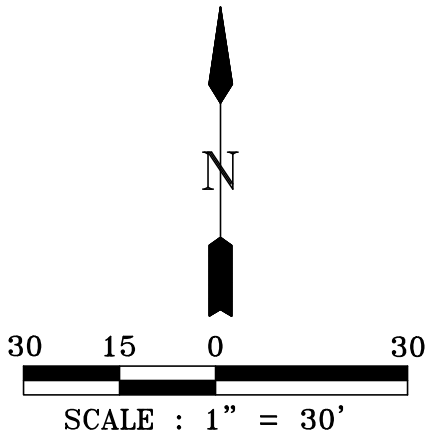
LOT = 25,843 S.F.
ZONE A = 11,100 S.F.
NET = 14,743 S.F.
BUILDING COVERAGE = 3,489 S.F.
APPROXIMATELY 23.7% COVERAGE

OFF-STREET PARKING CALCULATIONS

INTERIOR FT2 = 2,019 S.F.
TABLE 7.863: 1 Space / 400 S.F.
REQUIRED SPACES = 5
SPACES PRESENT: 5 UNCOVERED
2 GARAGED
7 TOTAL

IMPERVIOUS COVERAGE CALCULATIONS

LOT = 25,843 S.F.
ZONE A = 11,100 S.F.
NET = 14,743 S.F.
IMPERVIOUS COVERAGE = 8,158 S.F.
APPROXIMATELY 55.3% COVERAGE



LEGEND	
	EXIST. PVC. FENCE
	ASPHALT PVMNT.
	CONC. PVMNT.
	OVERHEAD ELECT.
	POWER POLE
	GUY WIRE
	GAS METER
	WATER METER
	ELECTRIC METER
	AIR CONDITIONER

1406 CROSS STREET
FREDERICKSBURG, TEXAS
LEGAL DESCRIPTION: G E CO BLK I -HOMESITE-
ZONING: R1
LOT SIZE= 25,843 S.F.
BUILDING COVERAGE = 3,489 S.F.
INTERIOR = 2,019 S.F.
IMPERVIOUS COVERAGE = 8158 S.F.

GENERAL NOTES

- 1 ALL EXTERIOR LIGHTING SHALL BE NIGHT SKY COMPLIANT AS STATED IN THE CITY OF FREDERICKSBURG CODE OF ORDINANCES SEC. 7.863.
- 2 ELEVATION CHANGE ACROSS THE PROPERTY IS LESS THAN 5 FT. EXISTING DRAINAGE PATTERNS WILL BE MAINTAINED OR IMPROVED.
- 3 STANDARD CONCRETE CURB AND DRIVEWAY TO BE ADDED WHERE PROPERTY ABUTS CROSS ST

PROJECT TITLE: HILL COUNTRY CHURCH OFFICES
OWNER: TAYLOR NICOLE BIBLE HILL
PREPARED BY: KALEB DALE
HILL COUNTRY CHURCH OPERATIONS DIRECTOR
DATE: MARCH 25, 2024



View from NW corner



View from NE corner



View from SW corner



View from SE corner

We at Hill Country Church (107 E Lower Crabapple Rd) are requesting a Conditional Use Permit to use the adjacent property (1406 Cross Street) for weekday office use, and occasional study groups.

The 1406 Cross St. property is adjacent to our existing church property, located at the end of a dead end street, backed by a large concrete drainage channel, and facing C1 zoned properties.

Our intent is to use the existing structure “as is” notwithstanding any improvements that may be required after the inspection process. Some minor improvement of drainage around the structure is expected considering the proximity to the flood plain. There are no other development plans in place. Under no circumstances would an STR permit be requested for this property.

The existing privacy fences facing the street and our existing property will be removed and replaced with a 4 foot see through fence. A handicap accessible path connecting our existing parking lot to the structure located on the 1406 Cross st. property will be added. The yard is to be left open, our playground is adjacent and the additional green space would be very welcome.

While appropriate off-street parking spaces are present, and to be more clearly denoted with the addition of parking stops, our primary church parking is to remain the parking lot on the 107 E Lower Crabapple property. All general traffic will be directed to use our primary lot, and not to park on the 1406 Cross St. property or the street adjacent.

Two signs, one on each accessible side of the property, are to be added in keeping with the regulation found in Sec. 29-5 (4) of the City of Fredericksburg Code of Ordinances.



April 15, 2023

Hill Country Church

Via email

kaleb@hccfbg.org

RE: Z-2405 – Review Comments for a Conditional Use Permit Application to allow for a Religious Assembly Use Located at 1406 Cross St.

Dear Hill Country Church,

Please review the following comments and address appropriately. Please provide a written response as to how the items are addressed in addition to the revised Plat.

Plans will not be reviewed or considered without a response sheet.

- The Conditional Use Permit requires Planning and Zoning Approval, scheduled for May 8, 2024.
- Provide a note regarding all exterior lighting shall by night sky compliant. [Sec. 7.863](#)
- Provide photos of all elevations, North, South, East and West. [Sec. 7.131](#)
- Provide the dimensions of the existing gravel drives. [Sec. 7.131](#)
- Provide drainage flow arrows to ensure historical drainage patterns are maintained and adjacent and downstream properties are not adversely impacted. [Sec. 7.131](#)
- 1406 Cross Street is an unplatted lot that will need to be plated. [Chapter 38 Sec. 4](#)
- Ensure parking areas comply with section 7.860 of the City's Code of Ordinances
- The property is required to have city standard concrete curb and driveways.
- Construction within the floodplain will require submission and approval of a Floodplain Development Permit.

The City of Fredericksburg

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

For information regarding these comments please contact Shelby Collier with Development Services at 830-990-2013 or scollier@fbgtx.org

Please return the revised plans along with your written response as to how the comments have been addressed by Monday, April 22nd to ensure consideration by the Planning & Zoning Commission on Wednesday, May 8th.

Shelby Collier
Development Review Committee (DRC)

The Conditional Use Permit requires Planning and Zoning Approval, scheduled for May 8, 2024. Noted.

Provide a note regarding all exterior lighting shall be night sky compliant. Sec. 7.863
Note added to site plan.

Provide photos of all elevations, North, South, East and West. Sec. 7.131 Document with photos attached.

Provide the dimensions of the existing gravel drives. Sec. 7.131 Dimensions added to site plan.

Provide drainage flow arrows to ensure historical drainage patterns are maintained and adjacent and downstream properties are not adversely impacted. Sec. 7.131 Drainage flow arrows added to site plan. Note added to site plan.

1406 Cross Street is an unplatted lot that will need to be platted. Chapter 38 Sec. 4

Ensure parking areas comply with section 7.860 of the City's Code of Ordinances
Parking calculations and parking are shown on Site Plan.

The property is required to have city standard concrete curb and driveways. Note added to site plan.

Construction within the floodplain will require submission and approval of a Floodplain Development Permit.

Z-2405

Legend

desc_
200' Notification Area

Affected Property

Subject Property

Zoning

ZONED

C1 - Neighborhood Commercial

C2 - Commercial

R1 - Single Family Residential

R3 - Multi-Family Residential



J

JANINE ENGEL
C/O MARK STROEHER
922 HAWTHORN LN
FREDERICKSBURG, TX 78624

FIRM HIDEAWAY LLC
918 LAUREL LN
FREDERICKSBURG, TX 78624

DARYL & SHARON PHILLIPS
1408 N LLANO ST STE B
FREDERICKSBURG, TX 78624

JUNIPER ORCHARD GROVE
520 POST OAK BLVD STE 575
HOUSTON, TX 77027

HILL COUNTRY EVANGELICAL FREE
CHURCH
107 E LOWER CRABAPPLE
FREDERICKSBURG, TX 78624

JEFFREY & KRISITE GAMM
P.O. BOX 222
LEXINGTON, TX 78947

ZACHARY ZENNER
780 NORTHWEST
FREDERICKSBURG, TX 78624

NOEL & LINDA CADENA
P.O. BOX 2566
FREDERICKSBURG, TX 78624

MELISSA STAEDTLER
114 E GROTHE
FREDERICKSBURG, TX 78624

TAYLOR NICOLE BIBLE
1406 CROSS ST
FREDERICKSBURG, TX 78624

Z-2405

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING APPENDIX B, "ZONING ORDINANCE," OF THE FREDERICKSBURG MUNICIPAL CODE, AS AMENDED, BY GRANTING A CONDITIONAL USE PERMIT PERMITTING A RELIGIOUS ASSEMBLY USE ON CERTAIN PROPERTY LOCATED AT 1406 CROSS STREET, FREDERICKSBURG, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fredericksburg, Texas (the "City"), is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, codified as Appendix B of the Fredericksburg Municipal Code, and a comprehensive zoning map, regulating the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a Conditional Use Permit for a Religious Assembly use located in the R-1: Single Family Residential zoning districts; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on May 8, 2024, and by the City Council of the City on May 21, 2024, with respect to the use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such conditional use permit on the terms and conditions described herein.

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

SECTION 1

The findings above are found to be true and correct and are incorporated herein.

SECTION 2

Appendix B, "Zoning Ordinance," of the Fredericksburg Municipal Code, as amended, is hereby amended to grant a Conditional Use Permit as shown and described below:

Applicant: Hill Country Church

Property Owner: Taylor Nicole Bible Hill

Property Address: 1406 Cross Street, Fredericksburg, TX 78624

Legal Description: GE Co BLK 1 0.593 Acre, more or less, ET AL, City of Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Instrument Number: 20212360, Deed Records of Gillespie County, Texas.

Zoning Change: The property shall remain located in the R-1: Single Family Residential zoning district, and a Conditional Use Permit for a Religious Assembly use is hereby granted subject to the terms and conditions provided herein.

SECTION 3

The zoning districts, boundaries, and uses as herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 4

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City for the zoning district into which they have been assigned.

SECTIONS

This Ordinance shall be cumulative of all provisions of ordinances of the Fredericksburg Municipal Code, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of 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 Fredericksburg Municipal Code. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

SECTION 7

All rights or remedies of the City are expressly saved as to any and all violations of Appendix B of the Fredericksburg Municipal Code, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 8

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 9

The City Secretary of the City is hereby directed to publish in the official newspaper of the City the caption and penalty clause of this Ordinance as required by law and in accordance with Section 3.12 of the City Charter.

SECTION 10

This Ordinance shall be in full force and effect from and after its passage and publication as required by law and in accordance with Section 3.12 of the City Charter, and it is so ordained.

PASSED AND APPROVED on this the 21st day of May, 2024.

Jeryl Hoover, Mayor

ATTEST:

Melinda Uriegas, Interim City Secretary

APPROVED AS TO FORM:

William McKamie, City Attorney



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM: Clinton Bailey, City Manager

MEETING DATE: May 21, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Discuss and Take Action on the Mayor Pro Tem Appointment and City Council Liasons to Other City Boards and Commissions

PRESENTATION:

SUMMARY:

In accordance with the City Charter, the City Council needs to take action regarding the appointment of a Mayor Pro Tem. Additionally, the City Council may discuss and take action on who will be assigned to be the liaison between the City's various Boards and Commissions and the City Council. City Council Boards and Commission appointments and reappointmentd will be considered in June.

BACKGROUND:

The Fredericksburg City Charter Section 3.05 Mayor Pro Tem - At its first Regular Meeting after the election each year, the City Council shall elect from among its members a Mayor Pro Tem who shall serve at the pleasure of the City Council. In the absence or inability of the Mayor to perform the duties of the office, the mayor pro team shall perform the duties of the office and, in this capacity, shall be vested with all of the powers conferred on the Mayor.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

The recommendation is for the City Council to take action on the Mayor Pro Tem appointment and discuss any changes to liaison assignments.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Government Vision

ATTACHMENTS:

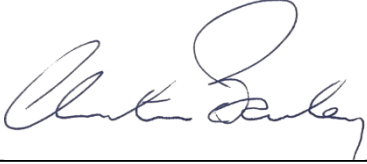
None

APPROVAL/REVIEW:

A handwritten signature in blue ink, appearing to read "William McKamie", written over a horizontal line.

William McKamie, City Attorney

Date: May 13, 2024

A handwritten signature in blue ink, appearing to read "Clinton Bailey", written over a horizontal line.

Clinton Bailey, City Manager

Date: May 17, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 21, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Appeal of denial of STR Permit by Ben Edgerton for 705 Franklin Street (Anna Hudson, Director of Development Services)

PRESENTATION:

SUMMARY:

705 Franklin is zoned R2 and is surrounded by R2 zoning. It operated with an STR permit for a year, but the permit was not renewed in 2023 and has since expired and is no longer eligible for a new permit. It does not meet the qualifications to apply for a Special Exception for a "stranded" property.

BACKGROUND:

Occupancy: 8 (3 bedrooms)

1st STR Permit issued: March 13, 2020

Application received from current owner March 8, 2022

Most recent STR Permit expired: March 24, 2023 - no renewal on file

December 18, 2023, opportunity to renew emailed with instructions (Granicus)

Renewal submitted thru MGO in January of 2024, appeal started, not completed within the 20 days.

2nd renewal submitted February, 16 2024 – 2nd appeal process started.

Hoffman Haus manages the STR as part of their inventory. City was not aware of this arrangement until renewal was submitted, owner is currently listed as the 24/7 contact.

H.O.T: was marked delinquent because HOT was remitted by Hoffman Haus (lumped in with their hotel payments and not specified for 705 Franklin.) Currently compliant.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision

ATTACHMENTS:

1. Appeal of STR denial signed April 2024
2. Special Exception Qualification Map_705 Franklin (2)
3. STR Permit 705 FRANKLIN ST 2020

APPROVAL/REVIEW:

Anna Hudson, Director of Development Services

Date: May 14, 2024



Garret Bonn, Assistant City Manager

Date: May 14, 2024



William McKamie, City Attorney

Date: May 14, 2024



Clinton Bailey, City Manager

Date: May 17, 2024

Ben Edgerton
705 Franklin LLC

February 16, 2024

Anna Hudson, *AICP-C*
Director of Development Services/
Historic Preservation Officer
City of Fredericksburg

Dear Ms. Hudson,

I'm writing to appeal the decision of "decline" to renew my STR Permit (8056002086).

Below I will outline the evidence for why our permit should not have been denied:

- 1) Stranded Property - As I understand it, the current STR Ordinance makes exception for a "Stranded Property". The ordinance states:

Sec. 20-223. – Special exceptions available.

An owner and/or operator seeking to operate a short-term rental may apply for a special exception in the following circumstances, subject to the regulations outlined in section 5.500 of the city zoning ordinance:

1. To permit short-term rental unoccupied operations in the R-1 and R-2 zoning districts if the following conditions are satisfied:
 - a. The property shares two (2) or more lot lines, or one (1) or more lot lines for a corner lot, with a property either (i) lawfully operating as a short-term rental unoccupied use or (ii) zoned CBD, C-2, or PF (excluding properties zoned PF with public primary educational facility uses and/or public secondary educational facility uses); and
 - b. More than fifty (50) percent of the properties within a two hundred (200) foot radius are either (i) lawfully operating as a short-term rental unoccupied use or (ii) zoned CBD, C-2, or PF (excluding properties zoned PF with public primary educational facility uses and/or public secondary educational facility uses).

Please find a map of our property attached as Exhibit A.

As a way of explanation:



We applied for our STR permit at this house when we lived there full time in Spring of 2022. We had no immediate intention of renting the house, but knew there was a potential to use the house for rentals at some point in the future. We had moved our family to Fredericksburg in 2021, and had lived in the house for over a year.

In the fall of that year we decided to move a few miles outside of town, and utilize the 705 Franklin House as a rental property. all of the neighbors we shared a back fence with (3 of 4 in total) had become STRs and our home life was no longer sustainable.

We hired a management company to oversee the rental and upkeep of the property. It was my understanding that they would manage the filing and payment of taxes and the upkeep of permits. They did oversee tax filing, but did not oversee permit renewals, and our permit lapsed. I take full responsibility for this. I should have known the deadline.

In the Summer of 2023 we transitioned away from a management service, and into a long term lease and partnership with a locally owned boutique hotel - Hoffman Haus. HH manages our house as a part of their inventory, and the guests that stay at our house are HH guests - gaining access to their on-site amenities. I felt that this would provide a more valuable stay to Fredericksburg visitors that enjoyed our property.

We are up to date on all HOT payments, and will closely monitor and manage all permit status moving forward.

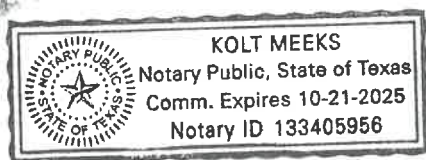
Your consideration is greatly appreciated. I look forward to hosting guests at 705 Franklin into the future.

All the best,

Ben Edgerton

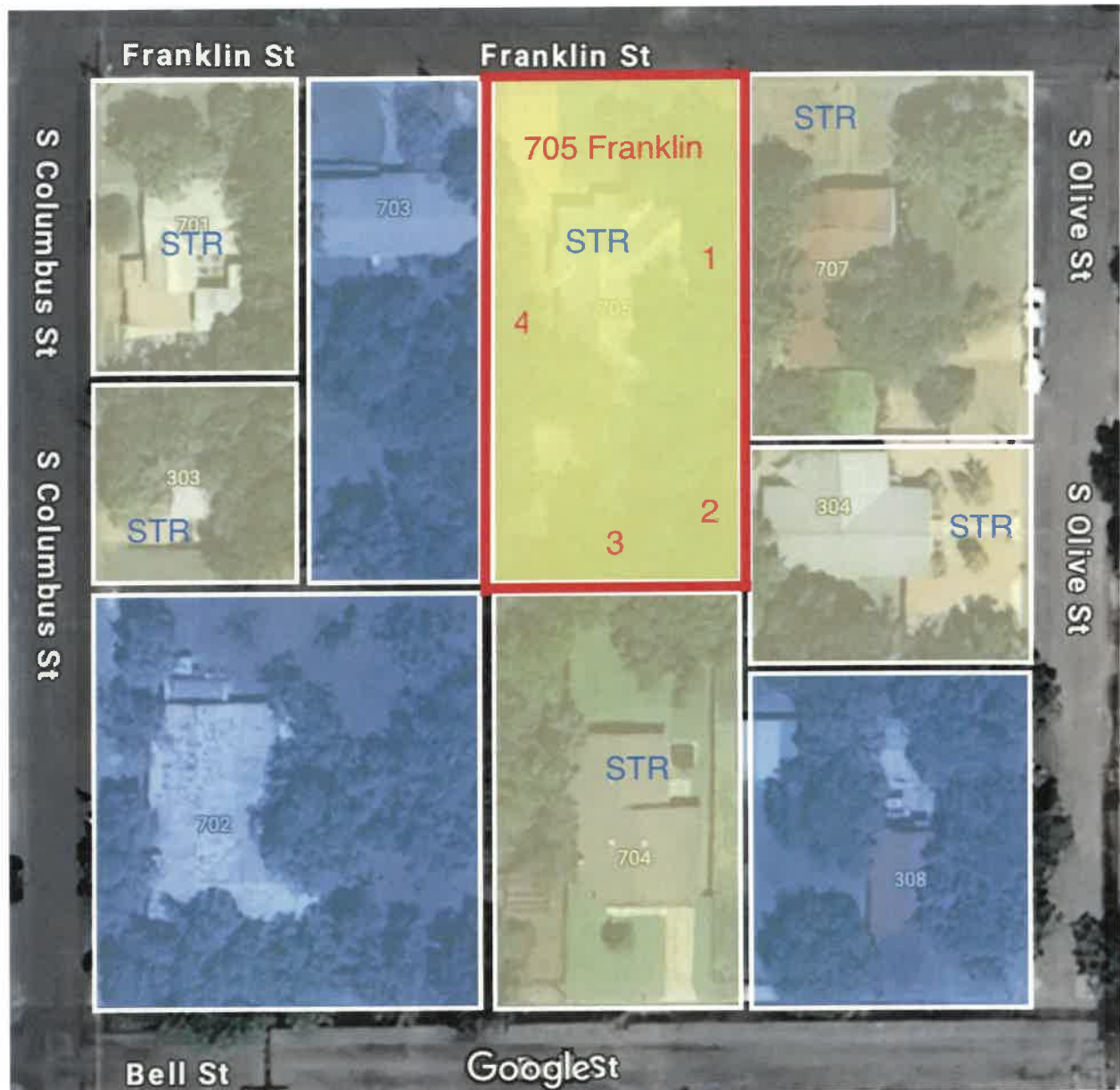
State of Texas
County of Gillespie

Sworn and subscribed to before me on the 25th day of April
2024, by Ben Edgerton



Kolt MEEKS
Notary Public's Signature

Exhibit A:



- 75% ($\frac{3}{4}$) of adjoining properties are operating unoccupied STR
- 66% ($\frac{6}{9}$) of block are operating unoccupied STR

705 Franklin

20 Properties within 200 ft
6 Legal STR-Unoccupied
14 Residences

Property does not qualify for
a Special Exception

Legend

desc_

 200' Boundary

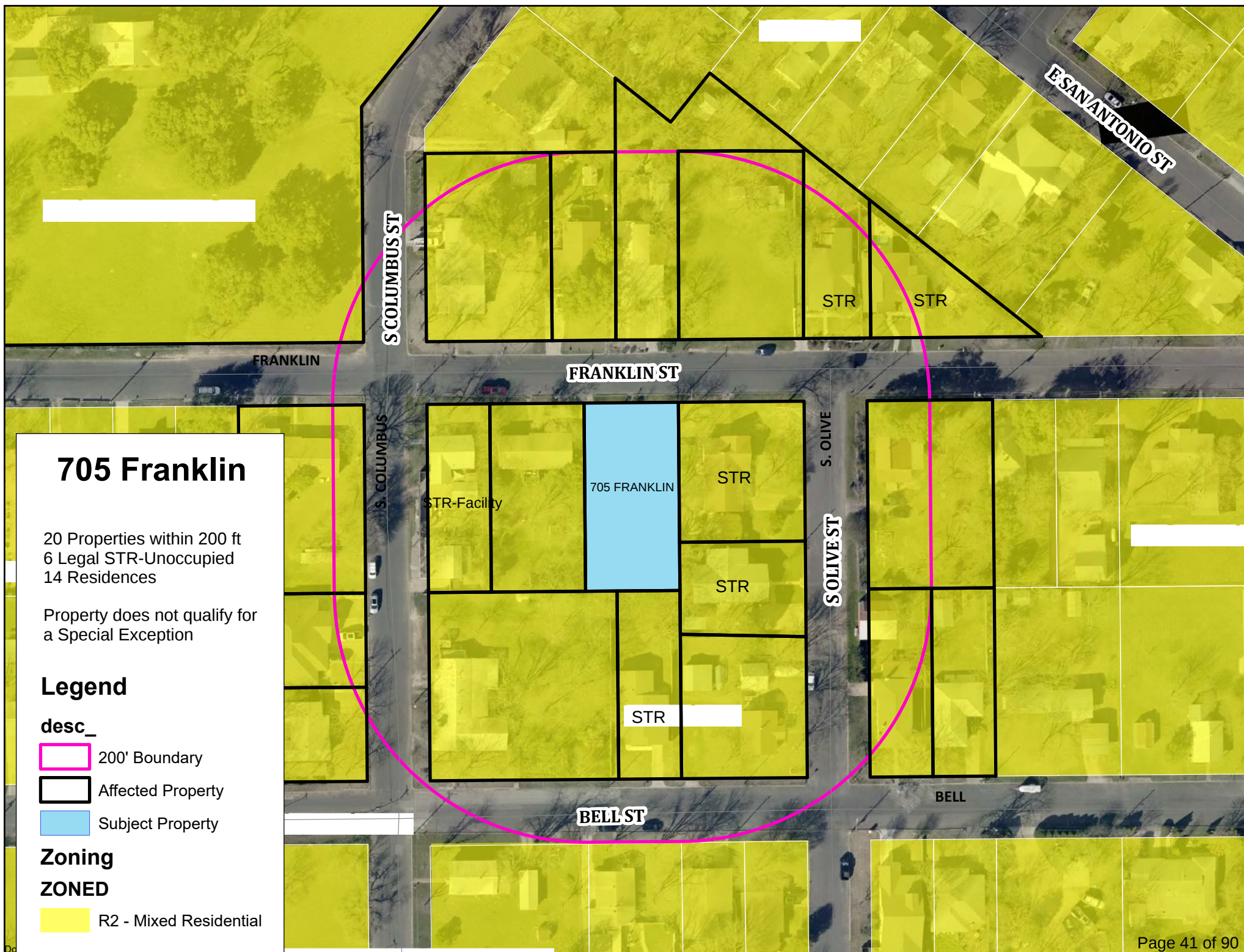
 Affected Property

 Subject Property

Zoning

ZONED

 R2 - Mixed Residential





The City of Fredericksburg

STR Certificate of Compliance

Date Issued: 3/13/2020

Certificate expires one year from date issued

This Certificate issued pursuant to the requirements of the City of Fredericksburg Code of Ordinance Chapter 23, Planning, Article V, Short Term Rental certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating STR use.

Permit # FBGTX-116921 Proposed use R-2 One Unit

Operator: Bethany Raymer

Local Contact Person: Bethany Raymer 512-417-7049

“FRANKLIN STREET SUITE” 705 FRANKLIN ST.

Parking Location: Park by the STR unit. Refuse handled by operator. Do not overload cart, no exposed refuse.

Occupant limit: 8 day 8 night

Notice: Guests are responsible for compliance with all applicable laws, rules, and regulations pertaining to the use of the Short Term Rental unit.

Guests may be fined by the City for violations of this article.

Notice: All functions such as weddings, parties, or other gatherings are prohibited at the Short Term Rental excepting Short Term Rentals located in the commercial zoning district.



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Anna Hudson, Director of Development Services

MEETING DATE: May 21, 2024

CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Appeal of denial of STR permit by Christy Crook for 705 E. Highway Street- unit 101 (Anna Hudson, Director of Development Services)

PRESENTATION:

SUMMARY:

Property is located in a condominium regime at Pecan Villas at 705 E. Highway Street Unit 101 - zoned R2. It has R2 zoning to the north, south and east. R1 zoning to the west. Permit expired January 31, 2022. The 2024 STR Ordinance no longer allows STR permits for condos.

BACKGROUND:

Staff reached out in November 2023 to the management company requesting the property renew as it was 11 months expired.

H.O.T. was not paid for all of 2022 nor 2023, but is now compliant including penalties.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

1. 705 E Highway Unit 101 STR Map

2. 705 E Highway St #101 - appeal

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: May 14, 2024



Garret Bonn, Assistant City Manager

Date: May 14, 2024



William McKamie, City Attorney

Date: May 14, 2024



Clinton Bailey, City Manager

Date: May 17, 2024

Page 45 of 90

3/15/2024

Re: 705 East Highway St. #101 Fredericksburg, TX 78624

To Whom It May Concern:

In June of 2021 we purchased 705 East Highway St Unit #101 as both our vacation home, and as a Short Term Rental when we are not using it. We applied for and were granted an STR license at that time. The property has been a STR since that time. During that period, we contracted with Racen Property Management. I misunderstood our agreement, and mistakenly thought that Racen was going to maintain our license with the city and submit payment of our HOT's.

I was informed that was not the case at the beginning of this year. Once we were informed that our taxes had not been paid, we immediately got them current. We were also informed that our license had expired. I am writing to appeal that our STR license be reinstated. We will ensure that we will never fall behind on the taxes or license renewal again.

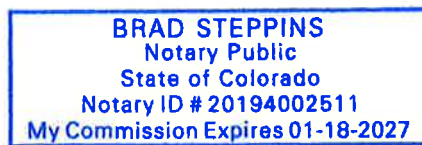
As a small background, I would like to share that I own Phoenix Masonry, a masonry subcontracting company located in Denver, CO. The years following the pandemic have been particularly brutal, and all of my energy and resources have gone to keep my company open, and employees working. While that is no cause for my negligence regarding our condo in Fredericksburg, I hope that it will help the council understand some of the reasons behind said negligence.

I respectfully request that I am given the opportunity to appear in front of the City Council to plead my case and tell my story. My intention is to be a contributing member and taxpayer of the Fredericksburg community, and I would like to attest to that to the Council Members.

Respectfully,



Christy K Crook



Subscribed and sworn to before me this 15TH day of MARCH 2024



Notary Public

ADAMS COUNTY, COLORADO

County and State



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Andrea Schmidt, Parks and Recreation
Director

MEETING DATE: May 21, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Discussion and possible action on construction and license agreement for a Fredericksburg Nature Center at Lady Bird Johnson Municipal Park (Andrea Schmidt, Parks & Recreation Director)

PRESENTATION:

SUMMARY:

The Friends of the Fredericksburg Nature Center (FFNC) received approval of a general plan and location for a nature center by the City Council in May 2023. Over the past year, an architect and construction contractor have been hired by the FFNC. A more detailed conceptual plan has also been created with the location determined and cost estimates.

A construction and license agreement similar to other park donation projects has been prepared for consideration. The agreement gives the FFNC 5 years to fundraise and construct the facility. Final construction documents must be approved by City staff. Consideration for the city installing utilities will be given during the budget preparation process the year prior to construction. The FFNC may also sell the naming rights for portions of the improvements, including the Nature Center building, the Meeting Room, the Pavilion, the Native Plant Garden, the Native Tree Arboretum, and the Natural Playground. City Council will have final approval of each name before it becomes effective.

Once the construction is completed, the city will take over maintenance and operations. The current estimate for annual maintenance costs is between \$135,000 and \$150,000. This would include one full-time facility manager and one part-time education coordinator.

BACKGROUND:

The FFNC was formed by Bill Lindemann in 2000 and is a nonprofit volunteer organization. In 2022, they formed a committee to discuss options for a future nature center at Lady Bird Johnson Municipal Park. Mayor Jeryl Hoover and Council member Emily Kirchner have been City Council liaisons on this committee at different times over the past two years. The FFNC will present the nature center plan, cost estimates and fundraising information at this meeting.

FUNDING SOURCE: Building construction will be funded through donations with future consideration given to utility installation by city crews. Once completed, annual maintenance and operation costs will be funded by the City.

FINANCIAL IMPACT: Annual maintenance and operation costs are currently estimated to be between \$135,000 and \$150,000.

STAFF RECOMMENDATION:

Consider approving the construction and license agreement with the Friends of the Fredericksburg Nature Center for a Nature Center at Lady Bird Johnson Municipal Park.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

1. FFNC Construction and License Agreement
2. FFNC City Council Presentation

APPROVAL/REVIEW:



Andrea Schmidt, Parks and Recreation Director

Date: May 10, 2024



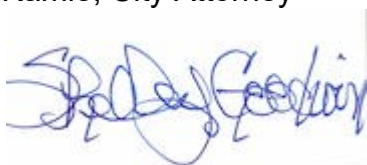
Krista Wareham, Director of Finance

Date: May 10, 2024



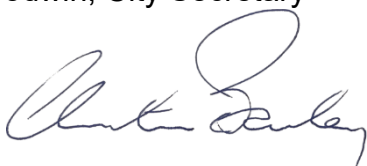
William McKamie, City Attorney

Date: May 10, 2024



Shelley Goodwin, City Secretary

Date: May 14, 2024



Date: May 17, 2024

**CONSTRUCTION AND LICENSE AGREEMENT FOR
FREDERICKSBURG NATURE CENTER AT
LADY BIRD JOHNSON MUNICIPAL PARK**

This Construction and License Agreement for Fredericksburg Nature Center at Lady Bird Johnson Municipal Park ("Agreement") is entered into between the City of Fredericksburg, Texas ("City"), and the Friends of the Fredericksburg Nature Center ("FFNC"), a Texas non-profit corporation, to be effective on the date executed by all parties ("Effective Date").

WHEREAS, as a public service, the FFNC desires to design and construct nature center improvements upon the City's park property at Lady Bird Johnson Municipal Park; and

WHEREAS, the FFNC intends to offer the completed Improvements to the City as an in-kind donation, for the benefit and enjoyment 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 Improvements**

1. The FFNC shall design and construct an interpretive center building, parking improvements, and other related trail and landscaping improvements ("Improvements"), on approximately One Hundred Twenty-nine Thousand Six Hundred Fourteen (129,614) square feet of City owned land within the Lady Bird Johnson Municipal Park in Fredericksburg, Texas, at the location specifically shown on the site plan attached to this Agreement as Exhibit "A" ("Nature Center Site"), which exhibit is incorporated into this Agreement for any and all purposes.

2. The FFNC shall complete construction of the Improvements on or before May 31, 2029.

3. The FFNC is solely responsible for providing all funds for the payment of all costs for the design, engineering, and construction of the Improvements, except for the costs or services the City expressly agrees to provide under this Agreement.

4. The FFNC acknowledges and agrees that the FFNC has no ownership, leasehold, or other interest of any kind in the Nature Center Site or in any of the real property adjacent to the Nature Center Site that is owned by the City.

5. The FFNC agrees that during the Term of this Agreement the FFNC may not exclude the City from entering the Nature Center Site or the real property adjacent to the Nature Center Site at any time or for any reason.

6. The FFNC shall only access the Nature Center Site from Lady Bird Drive during the Term of this Agreement and for the construction of the Improvements. The FFNC shall not have the right to access or possess any real property outside of the Nature Center Site for any reason.

7. FFNC shall design, engineer, and construct the Improvements in compliance with all terms, conditions, and requirements as follows:

a. The construction of the Improvements shall conform to plans that are preapproved by the City. The FFNC shall not construct or allow construction of any improvements that are inconsistent with the plans approved by the City, unless said improvements are specifically and expressly approved by the City Council.

b. The FFNC shall employ a professional engineer or architect licensed in the State of Texas to design and prepare plans for the construction of the Improvements and to provide supervision during construction of the Improvements. The FFNC shall provide a copy of its executed contract with its engineer or architect to the City. The City must approve the plans for construction of the Improvements prior to beginning construction.

c. The FFNC shall contract with a qualified professional contractor or builder who will construct the Improvements.

d. The contract between the FFNC and its contractor or builder must include indemnification provisions favorable to the City.

e. The contract between the FFNC and its contractor or builder must include a 2-year warranty for all work performed and the improvements, materials and equipment provided under the contract.

f. The contract between the FFNC and its contractor or builder must require the contractor or builder to provide to the FFNC and the City performance and payment bonds, each in the amount of 100% of the total construction costs under the contract. Additionally, the contract must require the contractor or builder to provide a two (2) year maintenance bond upon the completion of construction in the amount of 100% of the total construction costs under the contract.

g. The contract between the FFNC and its contractor or builder must require the contractor or builder to carry insurance in the amounts and in accordance with the terms set forth below throughout the duration of the construction of the Improvements. The City shall be named as an additional insured on the insurance policies, and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. A valid certificate of insurance evidencing the required insurance coverage must be provided to the City prior to beginning construction and must be updated throughout the construction of the Improvements. If at any time the City does not have proof of insurance satisfying the terms of this paragraph, the City may immediately terminate this Agreement.

- (i) Workers Compensation Insurance: In amounts which meet the State of Texas requirements.
 - (ii) Commercial General Liability Insurance: Written on an occurrence basis and in an amount not less than \$2,000,000 combined single limit per occurrence, per location and \$5,000,000 aggregate for personal injury, bodily injury, and property damage.
- h. The FFNC must provide the City Manager a construction schedule prepared by the FFNC's contractor or builder prior to beginning construction of the Improvements.
- i. The FFNC must obtain building permits as required under the City's ordinances for the construction; however, the City agrees to waive and not require the payment of the fees for the required building permits and tap fees.
- j. The FFNC may request that the City have its public works crews install utilities to serve the Improvements. Upon the FFNC's timely request, the City will consider the possibility of the City's public works crews installing said utilities during the budget year prior to construction of the Improvements.
- k. The FFNC may erect one temporary recognition sign during construction. All signs erected by the FFNC shall comply with all applicable City sign ordinances and construction codes.
- l. The FFNC shall secure, protect, and maintain the Nature Center Site during all phases of site preparation and construction of the Improvements. This obligation shall include but is not limited to placing fencing and signs around the boundary of the Nature Center Site to prevent unauthorized access by members of the public.
- m. The FFNC shall maintain the Nature Center Site in a clean and safe condition during construction of the Improvements. Upon completion of construction of the Improvements, the FFNC shall restore any areas outside of the Nature Center Site that are impacted by construction activities to its condition prior to the construction, as determined by City's Director of Parks and Recreation.
- n. The FFNC shall transfer to the City any and all warranties provided for materials or workmanship from the construction of the Improvements.
- o. The FFNC shall require its engineer or architect to prepare as-built drawings of the Improvements and a maintenance manual or maintenance routine for the Improvements, which shall be provided to the City at the completion of construction of the Improvements.
- p. The FFNC shall pay in a timely manner all costs and related expenses directly incurred by the FFNC for the design, engineering and construction of the Improvements.

SECTION B

Grant of License and Oversight by City

1. Subject to the terms and conditions of this Agreement, the City hereby grants to the FFNC a revocable exclusive license to construct the Improvements on the Nature Center Site. The license granted in this paragraph is immediately revoked upon termination of this Agreement without any other action required. During the design, engineering, and construction of the Improvements, the City may freely enter the Nature Center Site to provide construction oversight and assistance at its discretion, under the direction of the Director of Parks and Recreation for the City.

2. During the design, engineering, and construction of the Improvements, the City shall provide electricity and water at the City's expense to the Nature Center site for use by the contractor or builder for the construction of the Improvements.

SECTION C

Donation and Operations of the Improvements

1. The FFNC hereby agrees to donate the completed Improvements to the City as an in-kind donation, subject to the restrictions set forth in this Section. Provided that the Improvements are constructed in conformance with the terms and conditions of this Agreement, the City hereby agrees to accept the completed Improvements from the FFNC 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 Improvements as a donation from the FFNC, the City will own, maintain, and manage the Improvements, and the FFNC will have no further interest or right to the Improvements.

3. If the parking lot is constructed with a permeable pavement, the FFNC will be required to maintain the parking lot on an ongoing basis after the completion of construction. If the parking lot is constructed of asphalt, the City will maintain the parking lot and the FFNC will not have this obligation.

4. The FFNC shall have the right to sell the naming rights to the following portions of the Improvements: the Nature Center Building, the Meeting Room, the Pavilion, the Native Plant Garden, the Native Tree Arboretum, and the Natural Playground. The City Council must approve of each name before it is effective and before any signage is created or erected using the name.

5. The FFNC shall have the right to erect plaques within the Improvements as it deems appropriate to acknowledge contributions for specific items in the Improvements or to honor significant contributions made toward the funding of the Improvements, including a donor's wall.

SECTION D

Term, Breach, and Termination of Agreement

1. The term of this Agreement shall begin upon the Effective Date, and shall end when terminated as set forth in this Section ("Term").

2. Prior to the beginning of any site work or construction under this Agreement, the FFNC may immediately terminate this Agreement at any time, without penalty, upon written notice to the City.

3. After the FFNC has commenced any site work or construction under this Agreement, the FFNC may terminate this Agreement upon written notice to the City, provided that the FFNC shall first remove any portions of the Improvements 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 Improvements. The City, at its discretion, may waive the requirement that the FFNC remove any portions of the Improvements that have been constructed, and the City may accept the Improvements 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:

- a. cure such breach and recover any cost incurred from the breaching party; or
- b. immediately terminate this Agreement.

5. The City may immediately terminate this Agreement upon failure of the FFNC's contractor or builder to maintain insurance as required by this Agreement.

6. This Agreement shall terminate upon the City's acceptance of the Improvements under Section C of this Agreement.

SECTION E

Indemnification

THE FFNC COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE FFNC'S PERFORMANCE OF THIS AGREEMENT, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE FFNC, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS. THE FFNC'S OBLIGATION UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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 FFNC, to:

FFNC
Attention: President and Treasurer
PO Box 2082
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. If any of the terms, provisions, or requirements of this Agreement are held for any reason to be invalid, void, illegal, or unenforceable as a matter of law, the remainder of the Agreement shall remain in full force and effect and shall not be impaired, affected, or invalidated by such holding.

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 representatives, personal representatives, 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 any 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. The FFNC is not an agent or employee of the City.

10. Survival. Section E of this Agreement shall survive the termination of this Agreement.

11. Immunity. It is expressly understood and agreed that the execution of this Agreement shall in no way be construed or deemed a waiver of immunity or defense that would otherwise be available to the City against claims arising in the exercise of governmental powers and functions.

12. Non-Discrimination and Compliance with Law. All work performed by the FFNC or the FFNC's contractors in furtherance of this Agreement shall provide for the fair, equal, and non-discriminatory treatment of all persons. All work performed by the FFNC or the FFNC's contractors in furtherance of this Agreement shall comply with applicable federal, state, and local laws, rules, and regulations.

13. Verifications. The FFNC verifies and certifies that it does not and during the duration of this Agreement will not:

- a. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- b. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- c. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- d. Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- e. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

14. Authority. The signatories to this Agreement hereby represent that they have full legal authority to execute this Agreement on behalf of their respective entities.

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

FRIENDS OF FREDERICKSBURG NATURE CENTER

By: _____

Date: _____

Printed Name: _____

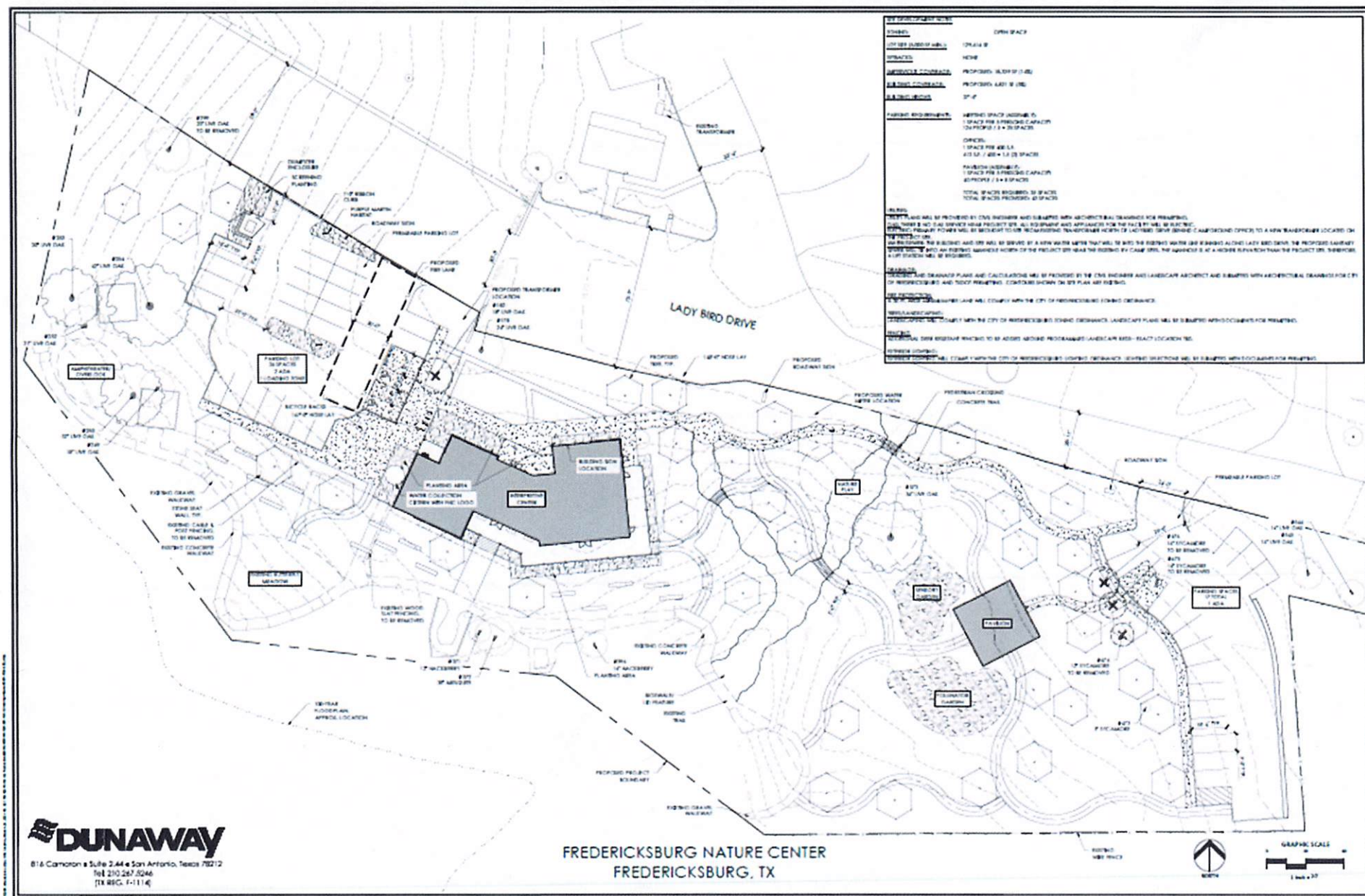
Title: _____

CITY OF FREDERICKSBURG, TEXAS

By: _____
Clinton Bailey, City Manager

Date: _____

Exhibit A





Fredericksburg Nature Center Interpretive Center Project

Fredericksburg City Council

May 21, 2024

Lonnie Childs
President

Friends of Fredericksburg Nature Center

FNC Interpretive Center Project – Brief History

- June, 2022 - Advisory Committee of community stakeholders formed
- June, 2022 – May, 2023
 - Visited 12 area nature centers to gather ideas
 - Solicited community input
 - Developed scope statement for facility features & educational offerings
- **May, 2023 - City Council passed a resolution supporting concept**
- August, 2023 - Contracted with Brandon Weinheimer of SKT Architects & Dunaway for design services
- Feb, 2024 Contracted with Guido Construction as General Contractor
- April, 2024 – DRC issues letter of Conditional Approval

The Future of FNC – Mission Statement

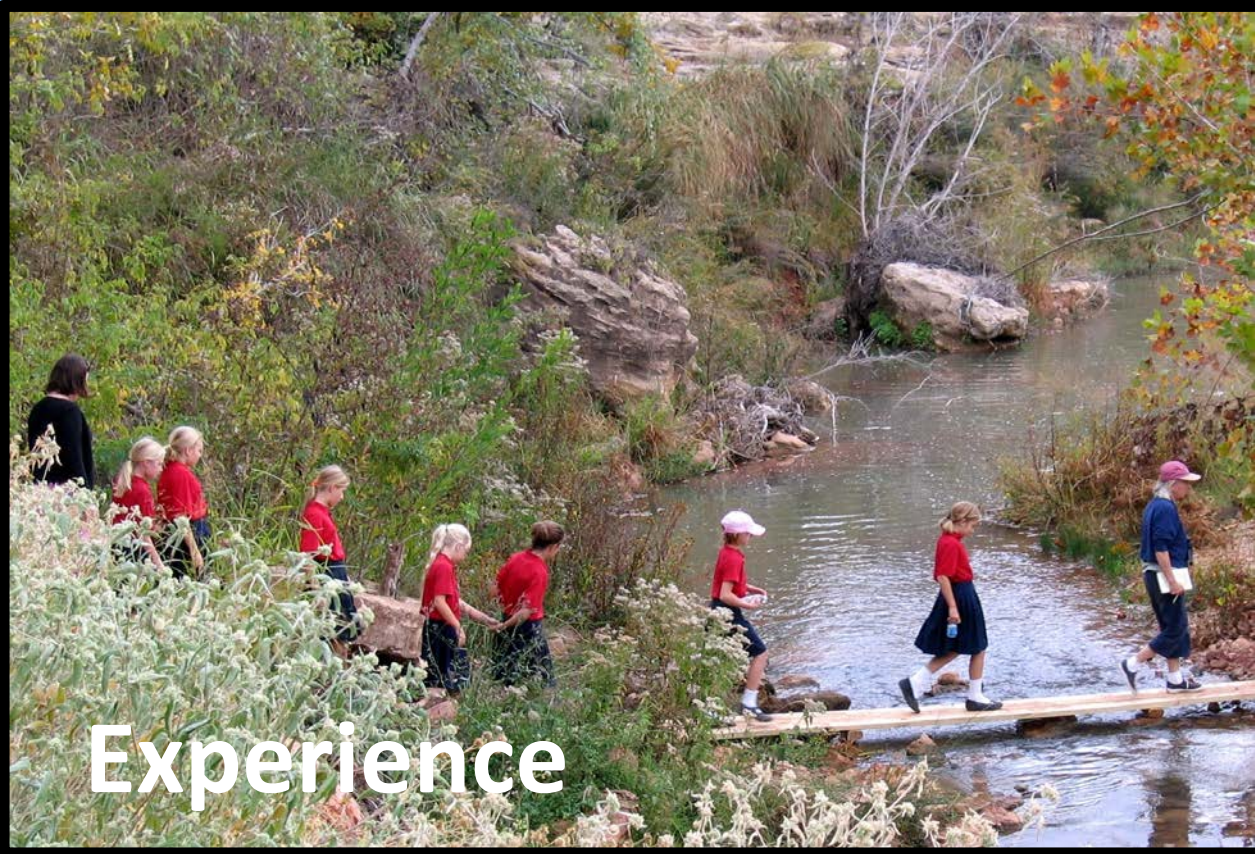
Project Mission:

To provide enhanced environmental learning programming for our youth and community.

- ✓ ***Community education center***
- ✓ ***Increased educational offerings for youth***

Our Target Audience:

Land Stewards



Experience



Education

Of Tomorrow

FFNC Educational Programs

Existing:

- Adult education workshops
- Guided hikes
- “Read a book in the park” children’s programs

Future*:

- Pre-school programs *
- School field day at FNC*
- Summer programs for youth*
- Attract alliance organizations to provide programming

* Dependent on need for paid programming staff



Proposed Interpretive Center Features

1. **Meeting Space** - Multi-use, flexible w/ AV capability
2. Educational programming space - **indoor classroom/outdoor pavilion**
3. **Exhibit space** – interior & exterior
4. **Green building features**
5. **Office space**
6. **Ecotourism center**
7. **Catering kitchen**
8. Exterior seating area – **covered porches**
9. **Children’s “natural” playground area**
10. **Pollinator/Native Plant Gardens**
11. **Storage space** for educational programming materials
12. **Bathrooms**

Initial Cost Estimate (Based on Schematic Design)

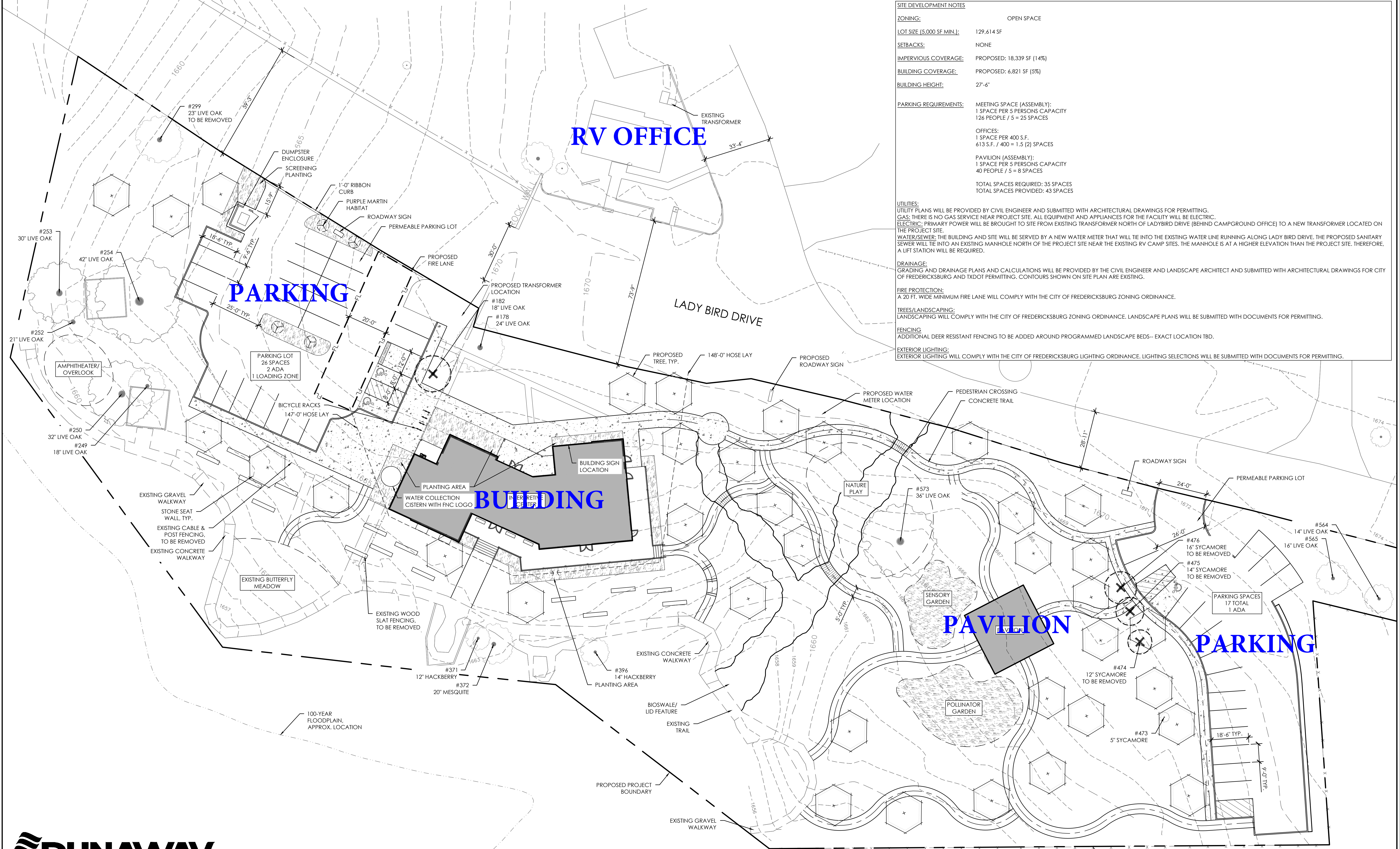
Building (incl. General Conditions)	\$2,867 (000)
Landscape/Hardscape	\$ 375
Utilities/Permits/Tap	\$ 222
Exhibits	\$ 300
Furniture, Fixtures,& Equipment	\$ 50
Design/Engineering Fees	\$ 359

TOTAL	\$4,173,000
--------------	--------------------

Proposed Location at LBJ Municipal Park



SITE DEVELOPMENT NOTES	
ZONING:	OPEN SPACE
LOT SIZE (5,000 SF MIN.):	129,614 SF
SETBACKS:	NONE
IMPERVIOUS COVERAGE:	PROPOSED: 18,339 SF (14%)
BUILDING COVERAGE:	PROPOSED: 6,821 SF (5%)
BUILDING HEIGHT:	27'-6"
PARKING REQUIREMENTS:	MEETING SPACE (ASSEMBLY): 1 SPACE PER 5 PERSONS CAPACITY 126 PEOPLE / 5 = 25 SPACES OFFICES: 1 SPACE PER 400 S.F. 613 S.F. / 400 = 1.5 (2) SPACES PAVILION (ASSEMBLY): 1 SPACE PER 5 PERSONS CAPACITY 40 PEOPLE / 5 = 8 SPACES TOTAL SPACES REQUIRED: 35 SPACES TOTAL SPACES PROVIDED: 43 SPACES
UTILITIES: UTILITY PLANS WILL BE PROVIDED BY CIVIL ENGINEER AND SUBMITTED WITH ARCHITECTURAL DRAWINGS FOR PERMITTING. GAS: THERE IS NO GAS SERVICE NEAR PROJECT SITE. ALL EQUIPMENT AND APPLIANCES FOR THE FACILITY WILL BE ELECTRIC. ELECTRIC: PRIMARY POWER WILL BE BROUGHT TO SITE FROM EXISTING TRANSFORMER NORTH OF LADYBIRD DRIVE (BEHIND CAMPGROUND OFFICE) TO A NEW TRANSFORMER LOCATED ON THE PROJECT SITE. WATER/SEWER: THE BUILDING AND SITE WILL BE SERVED BY A NEW WATER METER THAT WILL TIE INTO THE EXISTING WATER LINE RUNNING ALONG LADY BIRD DRIVE. THE PROPOSED SANITARY SEWER WILL TIE INTO AN EXISTING MANHOLE NORTH OF THE PROJECT SITE NEAR THE EXISTING RV CAMP SITES. THE MANHOLE IS AT A HIGHER ELEVATION THAN THE PROJECT SITE. THEREFORE, A LIFT STATION WILL BE REQUIRED.	
DRAINAGE: GRADING AND DRAINAGE PLANS AND CALCULATIONS WILL BE PROVIDED BY THE CIVIL ENGINEER AND LANDSCAPE ARCHITECT AND SUBMITTED WITH ARCHITECTURAL DRAWINGS FOR CITY OF FREDERICKSBURG AND TXDOT PERMITTING. CONTOURS SHOWN ON SITE PLAN ARE EXISTING.	
FIRE PROTECTION: A 20 FT. WIDE MINIMUM FIRE LANE WILL COMPLY WITH THE CITY OF FREDERICKSBURG ZONING ORDINANCE.	
TREES/LANDSCAPING: LANDSCAPING WILL COMPLY WITH THE CITY OF FREDERICKSBURG ZONING ORDINANCE. LANDSCAPE PLANS WILL BE SUBMITTED WITH DOCUMENTS FOR PERMITTING.	
FENCING: ADDITIONAL DEER RESISTANT FENCING TO BE ADDED AROUND PROGRAMMED LANDSCAPE BEDS-- EXACT LOCATION TBD.	
EXTERIOR LIGHTING: EXTERIOR LIGHTING WILL COMPLY WITH THE CITY OF FREDERICKSBURG LIGHTING ORDINANCE. LIGHTING SELECTIONS WILL BE SUBMITTED WITH DOCUMENTS FOR PERMITTING.	



PRELIMINARY

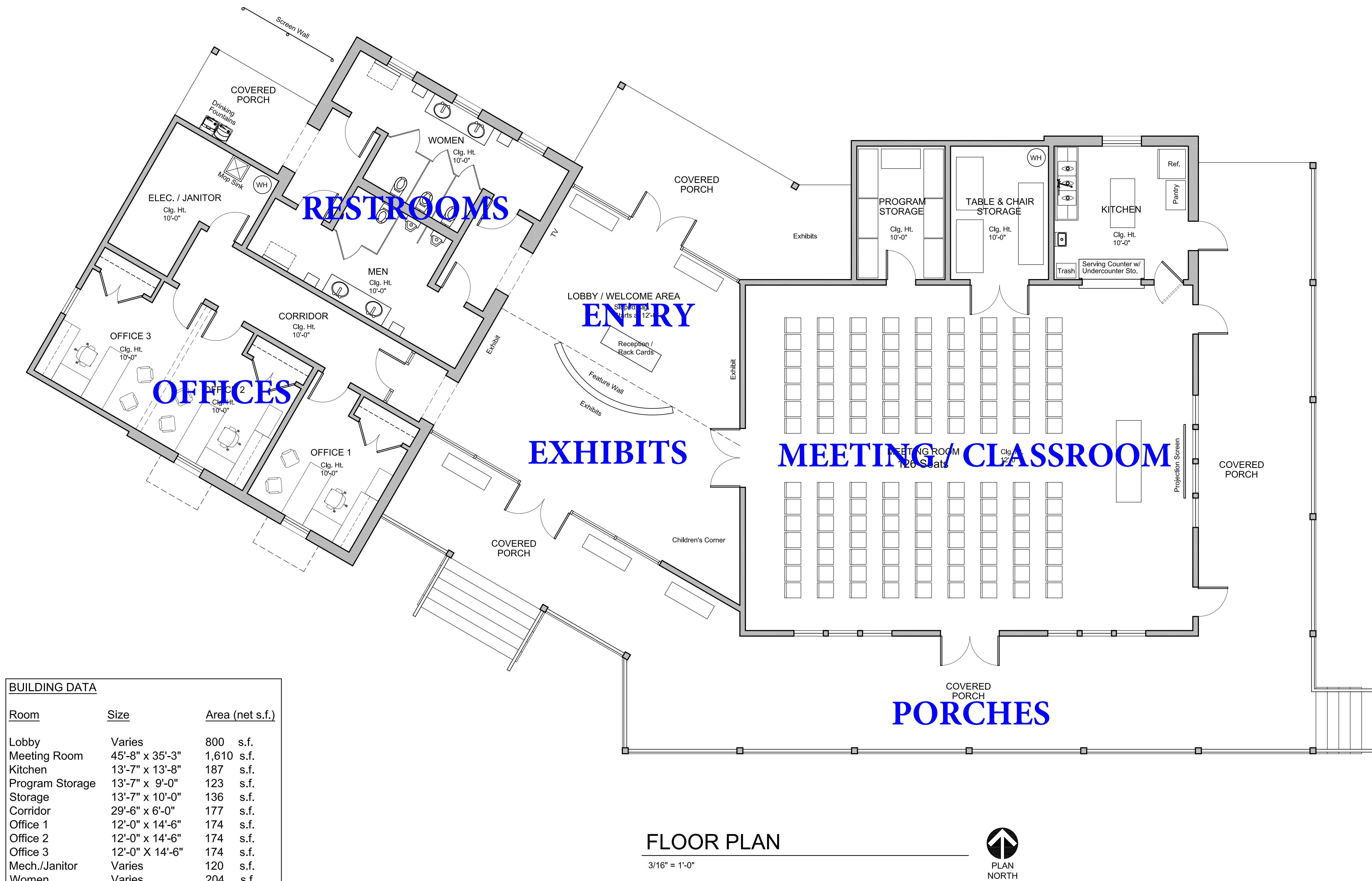
THESE DOCUMENTS ARE
FOR INTERIM REVIEW AND
ARE NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
BRANDON WEINHEIMER
PROJECT ARCHITECT
NUMBER 24171

INTERPRETIVE CENTER FOR THE
FREDERICKSBURG NATURE CENTER
433 LADY BIRD DR. FREDERICKSBURG, TEXAS

PROJECT # 23-07
DATE 02-02-2024
REVISION

FLOOR PLAN

A1.0











CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor & City Council Members

FROM: Garret Bonn, Assistant City Manager

MEETING DATE: May 21, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consideration of an Operating Agreement with Texas Historical Commission Relating to Fort Martin Scott (Garret Bonn, Assistant City Manager)

PRESENTATION:

SUMMARY:

The City has been in discussions with the Texas Historical Commission (THC) on a potential partnership for the future management and ownership of Fort Martin Scott.

BACKGROUND:

Currently, there are no dedicated City staff for Fort Martin Scott. A Master Plan was adopted by the City Council for the Fort in May 2019. The first short term goal was to hire a staff person to manage Fort Martin Scott, facilitate planning and fundraising efforts, coordinate volunteers/events, implement plan recommendations, and advocate for the needs of the Fort. At this time, the Fort is open for limited hours on the weekends with no programming and one special event over the last 18 months.

Under the terms of the operating agreement, the City would agree to deed the Fort Martin Scott property to THC while retaining first right of refusal, at no cost, if THC ever intended to sell or transfer the property. The City also agrees to lease additional property for purposes of livestock grazing and additional programming related to Fort activities. In return, THC would be responsible for the daily operation of the Fort in accordance with the provisions of the operating agreement.

FUNDING SOURCE: HOT Funding

FINANCIAL IMPACT:

\$40,000 Annually

STAFF RECOMMENDATION:

Staff recommends approval of the operating agreement with THC.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Government Vision

Family Life Vision

ATTACHMENTS:

1. THC - Operating Agmt City of Fredericksburg
2. Appendix A - Aerial Exhibit

APPROVAL/REVIEW:



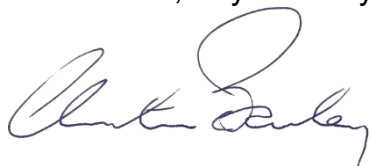
Krista Wareham, Director of Finance

Date: May 15, 2024



William McKamie, City Attorney

Date: May 15, 2024



Clinton Bailey, City Manager

Date: May 17, 2024

**OPERATING AGREEMENT BETWEEN
TEXAS HISTORICAL COMMISSION
AND
THE CITY OF FREDERICKSBURG**

(Effective June 1, 2024)

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") is entered into under the authority of the Interlocal Cooperation Act, Texas Government Code Ch. 791, to be effective as of the 1st day of June, 2024 (the "Effective Date") by and between the TEXAS HISTORICAL COMMISSION ("THC"), an agency of the State of Texas, and THE CITY OF FREDERICKSBURG, TEXAS ("FREDERICKSBURG"), a Texas municipal corporation.

WHEREAS, pursuant to the authority of the THC under Texas Government Code § 442.005(v), THC intends to acquire from FREDERICKSBURG and THC will own TITLE to the property known as "Fort Martin Scott" and more fully described in Appendix A to this Agreement; and

WHEREAS, THC is authorized to enter into an agreement with FREDERICKSBURG for the preservation, maintenance, management, operation, and financial support of Fort Martin Scott; and

WHEREAS, THC and FREDERICKSBURG desire to set forth their respective expectations, rights, responsibilities and obligations with respect to the operation of Fort Martin Scott;

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein set forth, THC and FREDERICKSBURG do hereby agree as follows:

1. EXPECTATIONS AND GOALS OF THE PARTIES. FREDERICKSBURG agrees to transfer title to Fort Martin Scott (15.07 +/- acres) to THC in order to provide for the long-term preservation of Fort Martin Scott. THC will accept title to Fort Martin Scott and will designate Fort Martin Scott as a State Historic Site. THC expects and desires FREDERICKSBURG to exercise its rights under this Agreement in such a manner as to enhance Fort Martin Scott without placing significant financial demands on FREDERICKSBURG. THC will operate Fort Martin Scott in compliance with this Agreement without operating funds or other financial support from FREDERICKSBURG, except as specifically provided in this Agreement. FREDERICKSBURG will hereby transfer, sell, and deliver to THC all property and fixtures associated with Fort Martin Scott (the "Transferred Property"), together with all and singular the rights and appurtenances thereto in any way belonging. FREDERICKSBURG binds itself and all its heirs, successors, and assigns to warrant and forever defend all and singular the Transferred Property to THC and THC's heirs, successors, and assigns against every person claiming the same or any part thereof.

2. MANAGEMENT AND OPERATION. Beginning on the Effective Date, THC shall be responsible for the daily operation of Fort Martin Scott and shall preserve and enhance the historic integrity, appeal, financial and physical condition, and overall quality of Fort Martin Scott. Subject to the provisions of this Agreement and all applicable state and federal laws and regulations, THC's management and operational rights and responsibilities shall include: determining the amount of and collecting admission fees; marketing of Fort Martin Scott in an effective manner; providing for the prudent maintenance and operation of the buildings and the proper conservatorial care and presentation of the contents and collections comprising Fort Martin Scott; setting the hours of operation of Fort Martin Scott to reasonably maximize revenue; providing adequate security for Fort Martin Scott, its contents, staff, and visitors; determining the utilization of space within Fort Martin Scott, and all other rights and responsibilities associated with ownership of the property.

3. MANAGEMENT STANDARDS. THC shall manage and operate Fort Martin Scott in a good and prudent manner and in accordance with THC's accepted historic site practices. THC shall support and fully cooperate with FREDERICKSBURG in meeting FREDERICKSBURG's obligations under this

Agreement. FREDERICKSBURG shall not engage in any activity at or away from Fort Martin Scott that shall, in the reasonable judgment of THC, derogate the reputation, goodwill or dignity of Fort Martin Scott or reflect adversely on THC. FREDERICKSBURG shall not engage in any activity with respect to Fort Martin Scott which shall be for the private profit of any individual or any organization other than THC.

4. FUNDING.

(a) All revenue generated from admission sales to Fort Martin Scott shall be deposited into the Historic Sites Account in the State Treasury through an electronic funds transfer or a State Depository Bank deposit as required by state law.

(b) THC agrees to seek continued legislative appropriation to support its obligations under this agreement, including salaries and related expenses for any THC employee located at or otherwise dedicated to the operations of Fort Martin Scott. THC's obligations under this Agreement are subject to the availability of Legislative appropriations for this purpose.

(c) FREDERICKSBURG will commit a minimum of \$40,000 (forty thousand dollars) annually in Hotel Occupancy Tax (HOT) funding, with payment due to THC on April 1 each calendar year, for the maintenance, programming, and operation of Fort Martin Scott as set forth herein. FREDERICKSBURG shall have no further financial obligation to THC for the operation and maintenance of Fort Martin Scott. Payment from FREDERICKSBURG to THC shall be made in accordance with Chapter 2251 of the Texas Government Code.

5. EMPLOYEES.

(a) After the Effective Date, FREDERICKSBURG will have no further obligations to or responsibility for any employee at Fort Martin Scott. FREDERICKSBURG is responsible for any claim or obligation to any City Employees incurred prior to the Effective Date.

6. EQUIPMENT AND ARTIFACTS. Any and all equipment, artifacts, supplies, and other items necessary for the operation of Fort Martin Scott (and currently utilized for such purpose) that are owned by FREDERICKSBURG on the Effective Date will be transferred without charge to THC and will be available for use by the employees of THC as described in Section 5 of this Agreement.

7. LIABILITY.

(a) FREDERICKSBURG shall be, at FREDERICKSBURG's sole cost and expense, responsible for and obligated to mediate, litigate, or settle any and all claims against FREDERICKSBURG or THC related to Fort Martin Scott and existing prior to the Effective Date of this Agreement. The State of Texas and THC are self-insured, and any liability for casualty, medical, employee, or other loss related to the ownership and operation of Fort Martin Scott and regarding the State of Texas or THC and derived from events occurring on or after the Effective Date shall be handled in accordance with the applicable statutes and rules of the State of Texas. Without limiting the provisions of Section 14 hereof, this Agreement shall not be considered nor in any way constitute a waiver of sovereign immunity of the State of Texas or THC, nor of immunity from liability of the employees of THC for acts within the course and scope of their employment.

(b) Nothing contained in this Agreement and no action or inaction by THC shall be construed as giving FREDERICKSBURG any right, power or permission to contract for or permit the performance of

any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against THC in respect thereof or to make any agreement that may create, or in any way be the basis for any right, title, interest, lien, claim, or other encumbrance upon the interest of THC in Fort Martin Scott or upon any buildings, contents, or collections comprising Fort Martin Scott.

8. COMPLIANCE WITH LAWS. FREDERICKSBURG, at its sole cost and expense, shall promptly comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions affecting either Fort Martin Scott or FREDERICKSBURG's maintenance, operation or alteration thereof, now in force, including, without limitation, any laws regarding any hazardous substances, solid wastes, or other substances known or suspected to pose a threat to health or the environment ("Laws"), and existing on or about Fort Martin Scott on or before the Effective Date.

9. FREDERICKSBURG'S PAYMENT OF COSTS. Without limiting any other provision of this Agreement, FREDERICKSBURG shall fully and timely pay (a) all taxes or impositions of any kind assessed in connection with FREDERICKSBURG's maintenance, operation and other activities pertaining to Fort Martin Scott, including all sales and other taxes; (b) all charges for electricity, power, gas, oil, water, cable, telecommunications, and other utilities used at Fort Martin Scott; and (c) all costs for maintenance and repair for which FREDERICKSBURG is responsible under this Agreement, and which are incurred before the Effective Date. FREDERICKSBURG will provide a letter to THC confirming that FREDERICKSBURG has fully and timely paid any cost(s) incurred by FREDERICKSBURG and that no encumbrances or billings are pending.

11. TERM. This Agreement shall commence upon the Effective Date and shall not expire unless terminated as otherwise provided herein.

12. ACTIVITIES OF THC. Without limiting the other provisions of this Agreement, THC shall devote reasonably sufficient time, attention, and resources to the performance of its obligations under this Agreement and the overall advancement of Fort Martin Scott. During the term of this Agreement, THC shall not support any activity or project that might reasonably be expected to undermine the financial condition of Fort Martin Scott, lessen its quality, or otherwise conflict with expectations and goals of the parties set forth herein.

13. RIGHT OF REFUSAL ON LEASED PROPERTY. FREDERICKSBURG has agreed to lease one, possibly two, tracts at no cost for a term of no less than fifteen (15) years for livestock grazing and programming (Appendix A). In the event FREDERICKSBURG elects to sell the leased acreage, THC shall have a right of first refusal to purchase all or any portion of such acreage that FREDERICKSBURG may propose to sell at equal price and on the same terms and conditions as those offered to the prospective transferee.

Tract A- Lake Pasture..... 63.88 +/- acres

Tract B- University Pasture.....Acreage, if any, to be determined

14. RIGHT OF REFUSAL ON SALE OR TRANSFER OF DEEDED PROPERTY. THC has agreed to offer FREDERICKSBURG the first right of refusal to return the deeded property at no cost in the event of sale or transfer.

15. PRESERVATION CORRIDOR- FREDERICKSBURG agrees to create an appropriate preservation corridor restriction adjacent to the northern boundary of Fort Martin Scott's 15+/- acres in order to protect Fort Martin Scott's southbound viewshed from future above grade construction (refer to Appendix A). FREDERICKSBURG will provide a copy of the ordinance that establishes the preservation corridor within 30 days of passage by FREDERICKSBURG'S city council.

16. OWNERSHIP OF FORT MARTIN SCOTT. FREDERICKSBURG acknowledges that Fort Martin Scott will be the property of THC and the State of Texas, and that FREDERICKSBURG has only the rights and obligations set forth in this Agreement and pursuant to the tenure and conditions hereof.

17. DISPUTE RESOLUTION.

(a) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the THC and by FREDERICKSBURG to attempt to resolve any claim for breach of this Agreement made by FREDERICKSBURG or THC:

(i) FREDERICKSBURG's or THC's claims for breach of this Agreement that the THC Executive Director and the City Manager of FREDERICKSBURG cannot resolve in the ordinary course of business and which cannot be further resolved by the Commissioners of THC and the City Council of FREDERICKSBURG, shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, FREDERICKSBURG or THC shall submit written notice, as required by subchapter B, to the designated THC representative. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of FREDERICKSBURG and THC otherwise entitled to notice pursuant to Section 20 below. Compliance by FREDERICKSBURG or THC with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(ii) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is FREDERICKSBURG's and THC's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract if the parties are unable to resolve their disputes under Subsection 18(a)(i) hereof.

(iii) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by THC nor any other conduct of any representative of THC relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

(b) The submission, processing and resolution of FREDERICKSBURG's or THC's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code.

(c) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance under this Agreement by FREDERICKSBURG or THC, in whole or in part.

18. NOTICE. All notices required to be made, delivered or given by this Agreement shall be sent as set forth below:

If mailed to THC:

Executive Director
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

If hand delivered to THC:

Executive Director
Texas Historical Commission
1511 Colorado
Austin, Texas 78701

With a copy mailed to:

Administrative Law Division
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548

Or hand delivered to:

Administrative Law Division
Office of the Attorney General
300 W. 15th Street
Austin, Texas 78701

If to FREDERICKSBURG:

City Manager
City of Fredericksburg
126 W Main Street
Fredericksburg, Texas 78624

With a copy mailed to:

City Attorney
City of Fredericksburg
126 W Main Street
Fredericksburg, Texas 78624

All notices required to be made, delivered or given by this Agreement shall be in writing and shall be deemed made, delivered or given (a) if delivered personally, upon delivery, (b) if delivered by facsimile, upon continued receipt, (c) if delivered by same day or overnight delivery, one (1) day after such notice was sent, or (d) if delivered by certified or registered mail, postage prepaid, upon three (3) days after such

notice was sent. Any party may give notice of a change of its contact information in accordance with the foregoing provisions.

19. ASSIGNMENT. This Agreement is not assignable.

20. GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflicts of law. Venue for resolution of any dispute shall be Travis County, Texas.

21. AMENDMENT. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. This Agreement shall not be effective as to any party hereto until such time as this Agreement or a counterpart thereof has been executed and delivered by each party hereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

24. SEVERABILITY. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be enforced, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

25. NO PARTNERSHIP. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, joint venture or joint enterprise between THC and FREDERICKSBURG.

26. BENEFITS. This Agreement is entered into for the sole benefit of THC and FREDERICKSBURG and their respective successors and permitted assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public. Further, nothing herein shall be construed as a waiver of any rights which may be asserted by either party, including the defense of sovereign or governmental immunity.

[The next page is the signature page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered as of the Effective Date. The persons signing below acknowledge that they are authorized to obligate THC and FREDERICKSBURG, respectively, to the terms and conditions contained herein.

TEXAS HISTORICAL COMMISSION

By: _____

Name: Joseph Bell
Deputy Executive Director of Historic Sites

Date: _____

CITY OF FREDERICKSBURG

By: _____

Name: Jeryl Hoover
Mayor

Date: _____



1 inch = 300 feet



APPENDIX A
City of Fredericksburg
LEGEND

 Points of Interest	 Fort Martin Scott +/- 15.07 Acres
Lease Tracts	 Tract A +/- 63.88 Acres
 Approximate Preservation Corridor (Proposed)	 Tract B Acreage T.B.D.

Page 82 of 90



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM: Clinton Bailey, City Manager
MEETING DATE: May 21, 2024

CATEGORY: CITY MANAGER'S REPORT

CAPTION: City Manager's Monthly Update

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: May 17, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM: Garret Bonn, Assistant City Manager
MEETING DATE: May 21, 2024

CATEGORY: ITEMS FOR FUTURE AGENDA

CAPTION: Future Agenda Spreadsheet

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:
Government Vision

ATTACHMENTS:

1. Latest Future Agenda Spreadsheet 2024 - Current

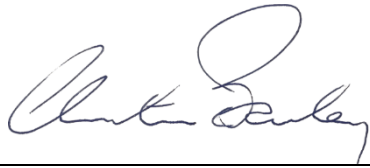
APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: May 14, 2024

Garret Bonn, Assistant City Manager

Date: May 14, 2024



Clinton Bailey, City Manager

Date: May 17, 2024

City Council Regular Meeting June 4, 2024

2024-___	Award HOT Funding for FY 2024	Approve	Darren Eckhardt	Finance
2024-756	Consideration of Resolution(s) Relating to Hill Country University Center	Approve	Clinton Bailey	City Manager
2024-___	FY 23 Audit Report	Presentation	David Kellam	Finance
2024-49	Professional Services Contract with ATS for 3 rd Party Building Plan Review and Inspection Services	Approve	Michael Erwin	Dev. Services

Future Agenda Items

2023-635	Consider Revisions to Parking Ordinance Relating to Extended Parking Issues	Ordinance	Brian Vorauer	P.D.
2024-___	Consider Modifications to Make Municipal Court a Court of Record	Ordinance	Shelley Becker	Mun. Court
2024-___	Discuss City Board and Commission Appointments	Discussion		City Secretary
2023-635	Consider Professional Design & Engineering Service Contract for Sanitary Sewer Lift Station Projects	Approve	Kris Kneese	Public Works
2023-487	Consider a Request from the Fredericksburg Independent School District (FISD) For Vacation and Abandonment of Public Right of Way in the Vicinity of the New Middle School Campus	Approve	Evan Williamson	Asst. City Engineer

Upcoming City Council Meetings

May 30, 2024 - City Council Special-Called Meeting to Interview HOT Funding Request Applicants

June 4, 2024 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

June 18, 2024 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 21, 2024

CATEGORY: EXECUTIVE SESSION

CAPTION: Consider and discuss Real Estate in the vicinity of US 290E and Old San Antonio Rd.
(Section 551.072)

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: May 10, 2024



Garret Bonn, Assistant City Manager

Date: May 10, 2024



William McKamie, City Attorney

Date: May 10, 2024



Clinton Bailey, City Manager

Date: May 17, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM: Garret Bonn, Assistant City Manager

MEETING DATE: May 21, 2024

CATEGORY: EXECUTIVE SESSION

CAPTION: Consider and discuss the value and possible disposition of city-owned real properties located throughout the City (Section 551.072)

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision

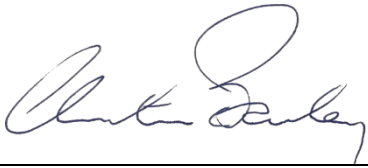
ATTACHMENTS:

None

APPROVAL/REVIEW:

William McKamie, City Attorney

Date: May 10, 2024



Clinton Bailey, City Manager

Date: May 17, 2024