



City of Fredericksburg

City Council Regular Meeting Agenda
Tuesday, July 16, 2024 ~ 9:00 AM
Law Enforcement Center
1601 E. Main Street
Fredericksburg, Texas 78624

Jeryl Hoover, Mayor
Tony Klein, Councilmember
Bobby Watson, Councilmember

Randy Briley, Councilmember
Emily Kirchner, Councilmember/Pro Tem
Clinton Bailey, City Manager

The City of Fredericksburg City Council will meet in a regular session on Tuesday, July 16, 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 4:00 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, and Zoning Board of Adjustment 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 - Mayor Jeryl Hoover**
2. **INVOCATION - Paige Finley will deliver the Invocation**
3. **PLEDGES OF ALLEGIANCE - Mayor Jeryl Hoover will lead the Pledges**
4. **CEREMONIALS/PROCLAMATIONS/EMPLOYEE RECOGNITION - GFOA Financial Award, and Recognition of Judge Heupel's Retirement**
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 following meetings:

May 21, 2024 Regular Council Meeting
May 30, 2024 Special-Called Council Meeting
June 4, 2024 Regular Council Meeting
 - B. Renewal of Environmental Systems Research Institute, Inc. (ESRI) Enterprise Subscription for GIS Services.
7. **ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**
 - A. Consideration and approval of Court of Record Ordinance No. 2024-19 by the City Council of the City of Fredericksburg, Texas, authorizing and approving the creation of a Municipal Court of Record and provisions provided therein including a Municipal Court Child Safety Trust Fund and Juvenile Case Manager, providing an effective date of July 16, 2024. (Shelley Becker, Municipal Court Judge)
 - i. Presentation by Staff
 - ii. Hold Public Hearing (Mayor declares Public Hearing Open and recognizes Individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iii. Consideration/Action on Ordinance No. 2024-19
 - B. Request Z-2411: Applicant Brian Ognian - Consideration for a Conditional Use Permit (CUP) per Section 3.510 to Allow for a Standardized Business in the Historic Shopping District for the Property Located at 202 East Main Street. (Shelby Collier, Senior Planner)
 - i. Presentation by the Applicant
 - ii. Staff Report

- iii. Hold Public Hearing (Mayor declares Public Hearing Open and recognizes individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iv. Consideration/Action on Ordinance 2024-20
- C. Request Z-2412: Pat Schulte, Applicant for Randolph Brooks Federal Credit Union is Requesting Consideration of a Conditional Use Permit (CUP) per Section 3.210 to Allow for a Drive-Thru Use for the Property Located on the Northeast Corner of Highway 87 South and Friendship Lane also referred to as Lot 3R-A of the Post Oak Park Subdivision, 599 S. Washington St. (Shelby Collier, Senior Planner)
 - i Presentation by Applicant
 - ii Staff Report
 - iii. Hold a Public Hearing (Mayor declares Public Hearing Open and recognizes individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iv. Consideration/Action on Ordinance 2024-21

8. OTHER ACTION ITEMS AND UPDATES

- A. Consider creating an Annexation Development Agreement for 9.37 acres known as Kinman Subdivision Lot 2BR on Mariposa Drive in the Extra-Territorial Jurisdiction of the City of Fredericksburg. (Anna Hudson, Director of Development Services) Tabled June 18, 2024
- B. Consider Approval of a Construction Contract Award to JM Pipeline, LLC for Hollmig Lane Sanitary Sewer Rehabilitation Project (Kris Kneese, Director of Public Works & Utilities)
- C. Consider the Approval of a Construction Contract Award to Environmental Improvements, Inc. for the Water Reclamation Facility Bar Screen Replacement Project (Kris Kneese, Director of Public Works & Utilities)
- D. Consider and take action on appeal of STR Permit denial for 705 E. Highway St. #104 by Owners Steve Jones and Dena Largent (Shelby Collier, Senior Planner)
- E. Consider and take action on appeal of STR Permit denial for 705 W. Travis St. by Owners Mark & Julianne King (Shelby Collier, Senior Planner)

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, Leticia Vacek, posted this Agenda at 12:30 pm on July 12, 2024, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

Leticia Vacek

Leticia Vacek, TRMC/CMC/MMC
City Secretary



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM: Garret Bonn, Assistant City Manager

MEETING DATE: July 16, 2024

CATEGORY: CONSENT

CAPTION: Consider approval of City Council Minutes for the following meetings:

May 21, 2024 Regular Council Meeting

May 30, 2024 Special-Called Council Meeting

June 4, 2024 Regular Council Meeting

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Government Vision

ATTACHMENTS:

1. Council Regular Meeting Minutes May 21, 2024
2. Council Special Meeting Minutes May 30, 2024
3. Council Regular Meeting Minutes June 4, 2024

APPROVAL/REVIEW:

Guista Wauharn

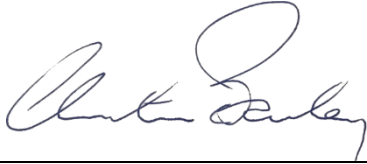
Date: July 12, 2024

Krista Wareham, Director of Finance



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



City of Fredericksburg
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, MAY 21, 2024 ~ 9:00 a.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Members Present:

Mayor Jeryl Hoover
Mayor Pro Tern Bobby Watson
Councilmember Randy Briley
Councilmember Emily Kirchner
Councilmember Tony Klein

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Betsy Elam, City Attorney
Mick McKamie, City Attorney (by phone)
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director, Public Works and Utilities
Anna Hudson, Director, Development Services
Michael Erwin, Building Official
Sean Doerre, Public Information Officer
Aaron Anderegg, Director, Information Technology
Leslie Embrey, Assistant to the City Secretary
Melinda Uriegas, Interim City Secretary

1. CALL TO ORDER

Mayor Hoover called the May 21, 2024, Regular City Council Meeting to order at 9:00 a.m. and announced that a quorum had been met.

2. INVOCATION

Mayor Hoover introduced Jerry McCorkle, Elder, Willow City Church, who led the Invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Ceremonial Swearing-In of Mayor and Two Councilmembers

Municipal Court Judge Heupel Swore-in Mayor Hoover and Councilmembers Kirchner and Klein who were re-elected to a two-year term of office to expire May 2026.

Anna Hudson, Director, Development Services, reported that the department was fully staffed with the promotion of Jan Musgrove to Planner I and Tyler Baethge to Short Term Rental Specialist.

5. COUNCIL COMMENTS

Councilmember Briley:

- Reported that he participated in the 3rd Grade Community event and the Chamber of Commerce State of the Berg Summit
- Announced upcoming events to include a Seminar on Fraud Prevention sponsored by the Hill Country Leadership Institute, Fun After Five presentation on Travel and Tourism hosted by the CVB, and a Memorial Day event in front of the Gillespie County Courthouse

Councilmember Klein:

- Reported on rededication events sponsored by the Market Square Redevelopment Commission

Mayor Pro Tem Watson:

- Highlighted the relevance of the presentations made at the Chamber of Commerce State of the Berg Summit and Hill Country Leadership Institute Seminar
- Stated that he attended the Airport Advisory Board Meeting and reported on the increased demand of airport services and highlighted community events

Mayor Pro Tem Kirchner:

- Encouraged individuals interested in running for office to attend the seminars sponsored by the Community Foundation of the Texas Hill Country and the Alamo Area Council of Governments
- Announced the opening of the swimming pool and hours of operation

Mayor Hoover:

- Provided an overview of Short Term Rental activity to include the number of renewal applications submitted, citations issued to property owners for operating without a permit, and notices mailed for delinquent occupancy taxes

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)

A motion was made by Councilmember Kirchner and seconded by Councilmember Briley to approve the Consent Agenda. All five (5) voted in favor, motion passed unanimously.

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)

ORDINANCE 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

Kaleb Dale, Operation Director, Hill Country Church, stated that a Conditional Use Permit Application for 1406 Cross Street was submitted to address capacity challenges resulting from increased membership. He highlighted improvements to be made to include replacing the privacy fence and making accessibility upgrades as well as completing the identified curb and driveway improvements required by the City.

Anna Hudson, Director, Development Services, described the zoning classification for 1406 Church Street and the neighboring properties and stated that the requested zoning change was compatible with existing neighborhood patterns and mixed-use development. She noted that the Planning and Zoning Commission approved the request with conditions.

Mayor Hoover opened the Public Hearing.

Mayor Hoover announced that no citizens had signed up to speak and closed the Public Hearing.

A motion was made by Mayor Pro Tem Watson and seconded by Councilmember Kirchner to approve #Z-2405 with conditions. All five (5) voted in favor, motion passed unanimously.

8. OTHER ACTION ITEMS AND UPDATES

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

Mayor Pro Tem Watson made a motion and seconded by Councilmember Klein to nominate Councilmember Kirchner as Mayor Pro Tem for a one-year term of office to expire May 2025. Four voted in Favor: Councilmember Briley, Councilmember Klein, Councilmember Watson, and Mayor Hoover. Abstained: Councilmember Kirchner. Motion passed unanimously.

Mayor Hoover made the following City Council Liaison assignments:

Councilmember Klein: Gillespie County Commissioner's Court, Market Square Redevelopment Commission, and Parks Redevelopment

Councilmember Briley: Convention and Visitors Bureau (CVB) and Chamber of Commerce

Councilmember Watson: Gillespie County Airport Advisory Board and Gillespie County Economic Development Commission (EDC)

Mayor Pro Tem Kirchner: Parks Foundation and Fredericksburg ISD

Garret Bonn, Assistant City Manager, stated that staff would continue to serve as Liaisons to the Texas Historical Commission, Friends of the Fields, and the Racquet Center.

B. Appeal of denial of STR Permit by Ben Edgerton for 705 Franklin Street (ANNA HUDSON, DIRECTOR OF DEVELOPMENT SERVICES)

Ben Edgerton, owner/operator of the short term rental (STR) property located at 705 Franklin, stated that he contracted with a management company to file permits and pay hotel occupancy (HOT) taxes and while in the process of changing management companies became aware that the STR permit expired in March 2023, an application to renew the 2023 STR permit had not been submitted, and HOT taxes had not been paid. Mr. Edgerton stated that HOT taxes had been paid in full and requested an exception to the STR permitting process.

Mayor Hoover provided Mr. Edgerton with a history of actions taken by the City to notify him of the expired permit and taxes owed and stated that he was responsible for submitting all required paperwork and payment of taxes.

Ms. Hudson, Director, Development Services, reported that the STR Ordinance outlined the criteria for approving special exemptions for the issuance of permits and stated that the appeal submitted by Mr. Edgerton did not meet the criteria. She stated that the City had difficulty determining the correct amount of taxes paid or owed by Mr. Edgerton as a result of the accounting practices used by the original management company. Ms. Hudson clarified that the new STR Ordinance required the City Council to hear appeals.

Councilmember Klein made a motion to deny the appeal. Mayor Hoover announced that the motion for Item 8B failed as it lacked a second.

Councilmember Briley made a motion and seconded by Councilmember Klein to approve the appeal for Item 8B. A roll call vote was taken with the following: Councilmembers Briley and Watson Aye. Councilmembers Klein and Mayor Hoover Nay. Mayor Pro Tem Kirchner Abstained.

Mayor Hoover announced that the motion to approve the appeal for Item 8B failed due a tie vote.

C. Appeal of Denial of STR permit by Christy Crook for 705 E. Highway Street- unit 101 (ANNA HUDSON, DIRECTOR OF DEVELOPMENT SERVICES)

Christy Cook, property owner, stated that her appeal was submit due to management company failing to make HOT payments and submitting the renew permit. She stated that outstanding taxes to include penalties had been paid.

Ms. Anna Hudson stated that the new STR Ordinance prohibited the use of condominiums as STR properties and the identified property owned by Ms. Cook was a condominium. Ms. Hudson provided a history of notifications sent to Ms. Cook by the City.

A motion was made by Mayor Pro Tem Kircher and seconded by Councilmember Briley to deny the appeal for Item 8C. All five (5) voted in favor, motion passed unanimously.

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)

Andrea Schmidt, Director, Parks & Recreation, stated that in May 2023 the City Council approved a resolution in support of the educational programs to be offered by the Fredericksburg Nature Center.

Lonnie Childs with the Fredericksburg Nature Center reported that the new facility to be located at the LBJ Municipal Park would offer educational programs focused on land stewardship and conservation efforts. He highlighted features and reported that the construction estimated was \$4 million.

Ms. Schmidt stated that the Construction and License Agreement required the Nature Center to raise funds and build the facility within 5-years, the Center would retain the right to sell the facility and that with City Council approval, the Center was authorized to name certain areas. She reported that upon the completion of construction in 2029, the City would be responsible for facility maintenance and operation oversight to include staffing at an estimated cost of \$135,000 to \$150,000 annually.

A motion was made by Mayor Pro Tem Kirchner and seconded by Councilmember Briley to approve Item 8D. All five (5) voted in favor, motion passed unanimously.

E. Consideration of an Operating Agreement with Texas Historical Commission Relating to Fort Martin Scott (GARRET BONN, ASSISTANT CITY MANAGER)

Garret Bonn, Assistant City Manager, highlighted provisions of the Operating Agreement to include the Texas Historical Commission (THC) being responsible for the daily oversight of staffing, maintenance,

operations, and Fort Martin Scott site improvements. He reported that the City would deed the Fort Martin Scott property to THC while retaining first right of refusal, at no cost, if THC were to sell or transfer ownership of the property; lease approximately 64-acres of land to THC for Fort activities; and allocate a minimum of \$40,000 annually in HOT Funds. He stated the THC planned on opening June 2024 with limited services and hours of operation and reported that THC would conduct an archaeological assessment of the old cemetery property.

Mayor Pro Tem Kirchner reported that local State Representatives proposed filing a bill in the 2025 Legislative Session allocating funding for THC improvements.

A motion was made by Councilmember Klein and seconded by Councilmember Briley to approve Item 8E. All five (5) voted in favor, motion passed unanimously.

9. CITY MANAGER'S REPORT

A. City Manager's Monthly Update

Clinton Bailey, City Manager, provided an update on:

- Single-Family, Multi-Family, and Commercial Development
- City Financial Forecast to include revenue from sales tax and utilities
- Police incidents, code enforcement citations issued, and vacancy assessment and recruitment efforts
- Fire/EMS incidents and infrastructure needs
- Staffing compliment
- Soccer Field improvements

Mr. Bailey stated that a report would be presented detailing Stage 4 Water Restriction citations issued and historical trends on water consumption and conservation efforts.

10. ITEMS FOR FUTURE AGENDA

A. Future Agenda spreadsheet

Mr. Bailey provided an overview of items scheduled for discussion at future City Council Meetings.

Mayor Pro Tem Kirchner requested that Development Services provide an update on the Sidewalk Plan.

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)

Mayor Hoover announced the recess of the Meeting into Executive Session.

Mayor Hoover announced that no action was taken by the City Council during Executive Session.

12. BUSINESS ITEM

Mayor Hoover announced that there were no other items to bring forth for a future agenda.

13. ADJOURN

Mayor Hoover adjourned the Regular City Council Meeting at 11:29 a.m.

Jeryl Hoover
Mayor

Melinda Uriegas
Interim City Secretary



City of Fredericksburg
CITY COUNCIL SPECIAL MEETING MINUTES
THURSDAY, MAY 30, 2024 ~ 5:30 p.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Members Present:

Mayor Jeryl Hoover
Mayor Pro-Tem Emily Kirchner
Councilmember Bobby Watson
Councilmember Tony Klein
Councilmember Randy Briley

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Garret Bonn, Assistant City Manager
Darren Eckhardt, HOT Specialist
Sean Doerre, Public Information Officer

1. CALL TO ORDER

Mayor Hoover called the Special Meeting of the Fredericksburg City Council to order at 5:30 p.m. on Thursday, May 30, 2024. He announced that a quorum had been met.

2. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

3. DISCUSSION OF THE HOTEL OCCUPANCY TAX

A. Review the applications and interview applicants requesting Hotel Occupancy Tax (HOT) funding in 2024.

The City Council agreed by consensus to discuss the applications and then make allocations at the June 4, 2024 City Council Regular Meeting. They also agreed only to fund non-profit organizations.

The City Council discussed the following applications, their events, and the funding request:

- Admiral Nimitz Foundation
- Christian Methodist Episcopal Church
- Die Kunstler Von Fredericksburg
- Fredericksburg Art Guild
- Fredericksburg Chamber of Commerce (Light the Night Christmas Parade)
- Fredericksburg Farmers Market
- Fredericksburg Junior Chamber of Commerce (Crawfish Festival)
- Fredericksburg Music Club
- Fredericksburg Rotary Club Foundation. Inc. (Craft Beer Festival)

- Fredericksburg Theater Company
- Friends of Gillespie County Country Schools
- German Choirs of Fredericksburg
- Gillespie County Fair & Festival Associations
- Gillespie County Historical Society
- MOM Center DBA Heart of the Hills Resources
- Oktoberfest/PCAA
- Stonewall Chamber of Commerce
- Texas Center for Wine and Culinary Arts DBA Flavery TX
- Frontier History Company
- Heritage School- Eisbahn
- Vereins Quilt Guild of Fredricksburg
- Pedernales Valley Heritage Foundation
- Texas Wine Revolution
- Enchanted Fredericksburg Ranch & Glassblowing

4. OTHER ACTION ITEMS AND UPDATES

5. ADJOURN

Mayor Jeryl Hoover adjourned the meeting at 6:45 p.m.

City Secretary

Jeryl Hoover
Mayor



City of Fredericksburg
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, JUNE 4, 2024 ~ 9:00 a.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Members Present:

Mayor Jeryl Hoover
Mayor Pro Tem Emily Kirchner
Councilmember Randy Briley
Councilmember Tony Klein

Members Absent:

Councilmember Bobby Watson

City Staff Present:

Clinton Bailey, City Manager
Alicia Kreh, City Attorney
Mick McKamie, City Attorney (by phone)
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Kris Kneese, Director, Public Works and Utilities
Anna Hudson, Director, Development Services
Michael Erwin, Building Official
Darren Eckhardt, HOT Collection Specialist
Sean Doerre, Public Information Officer
Aaron Anderegg, Director, Information Technology
Leslie Embrey, Assistant to the City Secretary
Melinda Uriegas, Interim City Secretary

Others Present:

Dan Wegmiller, Specialized Public Inc., Financial Advisor

1. CALL TO ORDER

Mayor Hoover called the June 4, 2024, Regular City Council Meeting to order at 9:00 a.m. and announced that a quorum had been met.

2. INVOCATION

Mayor Hoover introduced Rob Holster, Pastor, Hill Country Church, who led the Invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

The Mayor reported that no items were scheduled to be highlighted.

5. COUNCIL COMMENTS

Councilmember Briley:

- Stated that June 12th was the deadline to submit applications to the Chamber of Commerce for various programs sponsored by Hill County Leadership, the County, and Fredericksburg Entrepreneurial Initiative
- Highlighted the Peach Fest sponsored by the CVB to be held at La Cantera in San Antonio on June 15th starting at 10am
- Noted that Historic Preservation applications were due June 20th

Councilmember Klein:

- Noted that he attended the County Commissioner's Court meeting
- Reported that a Rededication of the Nimitz and LBJ Memorials was scheduled for June 5th

Mayor Pro Tem Kirchner:

- Reported that a new Chik-fil-a was scheduled to open in 2025
- She stated that the City was seeking volunteers to serve on various City boards
- Stated that on June 6th, the City would have a special celebration commemorating the 80th Anniversary of D-Day

Mayor Hoover

- Noted that the old Cross on Cross Mountain was scheduled to be sold as surplus property

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 the April 16, 2024 Regular City Council Meeting Minutes.

A motion was made by Mayor Pro Tem Kirchner and seconded by Klein to approve the Consent Agenda. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

A. Consideration and Approval of a Resolution (2024-07RA) by the City Council of the City of Fredericksburg, Texas Authorizing and Approving Publication of Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date (Dan Wegmiller, Specialized Public Finance Inc., Financial Advisor)

RESOLUTION 2024-07RA

A RESOLUTION AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; AND PROVIDING AN EFFECTIVE DATE

Dan Wegmiller, Financial Advisor with Specialized Public Finance Inc., stated that the Texas Local Government Code and the Government Code authorized the issuance of Certificates of Obligation for payment of contractual obligations associated with permanent public improvements to include designing, acquiring, purchasing, renovating, equipping, and improving municipal facilities.

Mr. Wegmiller, noted that prior to the issuance of the certificates, a Notice of the City's Intent to Issue Certificates of Obligation in an amount not to exceed \$9.5 million was required to be published.

Garret Bonn, Assistant City Manager, provided an overview of required actions and deadlines.

Mr. Kenny, resident, voiced concern with the estimated \$9.5 issuance amount for the purchase of the Hill County University Center.

Mick McKamie, City Attorney, stated that current market values indicated that building a new City Hall would cost 2 to 3 times more than the estimated \$9.5 million purchase price of the Hill County University Center with construction taking approximately 5 years.

Mayor Hoover stated that City Staff assessed development options and its impact on local resources. He reported that purchasing the Hill County University Center with Certificates of Obligation would save the City approximately \$20 to \$25 million over time.

A motion was made by Councilmember Klein and seconded by Mayor Pro Tem Kirchner to approve Item 7A. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

B. Consideration and Approval of Resolution 2024-08RA Officially Adopting the Approved Charter Amendments from the May 4, 2024 Special Election (Garret Bonn, Asst. City Manager)

RESOLUTION 2024-08RA

A RESOLUTION DECLARING THAT THE AMENDMENTS TO THE CHARTER THAT WERE APPROVED BY THE VOTERS AT THE SPECIAL ELECTION HELD ON MAY 4, 2024 ARE ADOPTED; AND PROVIDING EFFECTIVE DATE.

Garret Bonn, Assistant City Manager, stated that the Local Government Code required the City Council to adopt the Charter Amendments approved by the voters at the May 4, 2024 Special Election prior to enactment of the amendments.

A motion was made by Councilmember Briley and seconded by Mayor Pro Tem Kirchner to approve Item 7B. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

C. Consideration and Possible Adoption of Ordinance No. 2024-17 Relating to Parking of Vehicles in the Downtown District (Councilmembers Klein and Kirchner)

ORDINANCE 2024-17

AN ORDINANCE AMENDING DIVISION 3 “PARKING OF TRUCKS, TRACTORS, TRAILERS AND RECREATIONAL VEHICLES” OF ARTICLE VI “STOPPING, STANDING AND PARKING” OF CHAPTER 44 “TRAFFIC AND MOTOR VEHICLES” OF THE FREDERICKSBURG MUNICIPAL CODE BY PROVIDING A DEFINITION OF DOWNTOWN DISTRICT AND PROVIDING PARKING REGULATIONS APPLIED TO VEHICLES IN THE DOWNTOWN DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVING CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

Garret Bonn, Assistant City Manager reported that the City Code did not address parking time limits in the Downtown District for over-sized vehicles or vehicles used for advertising purposes. He stated that staff was proposing a 72-hour parking limit within the Downtown District.

Mayor Hoover opened the Public Hearing.

Annette Bennet, resident, recommended a 24-hour parking time limit.

Mick McKamie, City Attorney, reported that the proposed 72-hour time limit was consistent with parking provisions implemented by other municipalities and clarified that the proposed parking regulations did not impact short term rental guest parking nor limited free speech messages displayed on vehicles.

Councilmember Briley requested Staff consider establishing parking restrictions for vehicles used as bill boards.

Jerry McCorkle, resident, spoke in favor of the new policy and voiced concern with the diagonal parking layout in Downtown.

Mr. Bonn reported that the Department of Transportation (TxDOT) was responsible for the oversight of Downtown parking and that the City had communicated concerns to TxDOT. City Staff was directed to implement short-term solutions that would alleviate concerns resulting from the diagonal parking layout.

Tim Dulley, resident, voiced concern with vehicles being moved every 72-hours to remain in compliance with the new policy, especially during elections.

Brian Vorauer, Police Chief, reported that the department anticipated little to no impact as drivers would be inconvenienced with having to move parking spots every 72-hours.

Mayor Hoover closed the Public Hearing.

A motion was made by Councilmember Klein and seconded by Mayor Pro Tem Kirchner to approve Item 7C. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

8. OTHER ACTION ITEMS AND UPDATES

Items 8D was addressed at this time.

D. Presentation by City Attorney on current Annexation Options and Requirements (Mick McKamie, City Attorney)

Mick McKamie, City Attorney, stated that the new State annexation process effective September 1, 2023, prohibits cities from voluntarily annexing property and allows property owners to petition the City Council for dis-annexation from the City’s ETJ. He reported that only property owners with land meeting the contiguity requirements were eligible to petition the City and if approved by the Council, enter into development agreements with the City. Mr. McKamie highlighted required actions and deadlines upon the submission of a petition.

City Council tasked the City Attorney and City Staff with proposing changes to the 2023 annexation process and developing a 2025 Legislative Plan that incorporate previously filed annexation legislation.

Garret Bonn, Assistant City Manager, reported that the City would coordinate with the County to identify improvements to the annexation process and develop a plan of action for the 2025 Legislative Session.

A. Review the applications requesting Hotel Occupancy Tax (HOT) funding and allocate funding for 2024 (Darren Eckhardt, HOT Collections Specialist)

Garret Bonn, Assistant City Manager, stated that a total of 25 entities applied for HOT funding.

Mayor Hoover clarified that funding awarded to the identified entities was for a 6-month period and that the deadline to submit funding applications for the 2025-2026 calendar year was November 2024.

The following entities were awarded 2024 HOT funding totaling \$458,982.

ORGANIZATION	2024 REQUESTED CATEGORY	CITY AWARD
Admiral Nimitz Foundation	Advertising and historic preservation	\$80,000
Christian Methodist Episcopal Church	Historic preservation	\$25,000
Die Kunstler Von Fredericksburg A.K.A DK	Advertising, promotion of the arts, and historic preservation	\$3,000
Fredericksburg Art Guild	Advertising and promotion of the arts	\$2,900
Fredericksburg Chamber of Commerce	Advertising	\$15,000
Fredericksburg Farmers Market	Advertising, promotion of the arts and historic preservation	\$5,000

Fredericksburg Junior Chamber of Commerce	Advertising	\$15,000
Fredericksburg Music Club	Advertising and promotion of the arts	\$3,500
Fredericksburg Rotary Club Foundation, Inc.	Advertising	\$10,000
Fredericksburg Theater Company	Advertising and promotion of the arts	\$20,000
Friends of Gillespie County Country Schools	Advertising and historic preservation	\$2,000
German Choirs of Fredericksburg	Promotion of the arts	\$5,000
Gillespie County Fair & Festival Associations	Advertising, historic preservation, and sporting events	\$45,000
Gillespie County Historical Society	Historic preservation	\$71,324
Gillespie County Historical Society	Advertising and historic preservation	\$9,858
Mom Center DBA Heart of the Hills Resources	Advertising and sporting events	\$3,000
Oktoberfest/PCAA	Advertising and promotion of the arts	\$10,000
Stonewall Chamber of Commerce	Advertising and sporting events	\$10,000
Texas Center for Wine & Culinary Arts DBA Flavors TX	Advertising	\$7,500
Frontier History Company	Advertising	\$5,900
Heritage School	Advertising and sporting events	\$10,000
Vereins Quilt Guild of Fredericksburg	Advertising and promotion of the arts	\$5,000
Pedernales Valley Heritage Foundation	Advertising, promotion of the arts, and historic preservation	\$15,000
Texas Wine Revolution DBA Texas Wine Auction	Advertising	\$5,000
Der Stadische Friedhof Fredericksburg, Inc. DBA Der Stadt Friedhof Cemetery	Historic preservation	\$75,000
GRAND TOTAL		\$458,982

A motion was made by Councilmember Briley and seconded by Councilmember Klein to approve Item 8A. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

- B. Consider the approval of a Right-Of-Way Joint Use Agreement with Jordan Muraglia and Richard Beaupre and the City of Fredericksburg for the property located at 110 N. Bowie Street (Kris Kneese, Director of Public Works/Utilities)

Kris Kneese, Director, Public Works and Utilities, reported that the property owner planned on replacing the existing iron fence built within the City's Right-of Way and that the Historic Review Board approved the design of the new rock wall fence. He stated and that the City Code required the City Council to take action on all construction made within the City's Right-of-Way. Mr. Kneese noted that the varying heights of the new fence increased the property owner's privacy and that no portion of the fence blocked the view of traffic.

A motion was made by Councilmember Klein and seconded by Councilmember Briley to approve Item 8B. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

- C. Consideration and Action Relating to a Professional Services Contract with ATS for Third Party Plan Review & Inspection Services (Michael Erwin, Building Official)

Michael Erwin, Building Official, reported that Department Staff was responsible for the review of development plans and inspection services due to the challenge of retaining staff. He stated that the use

of a 3rd party was a cost-effective solution for the timely and thorough review of plans.

He provided an overview of the RFP process and noted that ATS Staff received training on the City's review process and was informed of the importance of following City regulations.

A motion was made by Councilmember Briley and seconded by Mayor Pro Tem Kirchner to approve Item 8C. Four (4) members voted in favor, motion passed unanimously. Absent: Councilmember Watson.

9. CITY MANAGER'S REPORT

Clinton Bailey, City Manager, stated that he had no items to present at this time.

10. ITEMS FOR FUTURE AGENDA

A. Future Agenda Spreadsheet

Clinton Bailey, City Manager, stated he would provide an overview of future agenda items at the June 18, 2024 Council Meeting.

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

Mayor Hoover announced that the City Council would not be meeting in Executive Session.

12. BUSINESS ITEM

Mayor Hoover announced that the City Council had no other business to discuss.

13. ADJOURN

Mayor Hoover adjourned the Regular City Council Meeting at 10:09 a.m.

Jeryl Hoover
Mayor

Melinda Uriegas
Interim City Secretary



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Information Technology

TO: Mayor & City Council Members

FROM: Evan Williamson, Assistant City Engineer

MEETING DATE: July 16, 2024

CATEGORY: CONSENT

CAPTION: Renewal of Environmental Systems Research Institute, Inc. (ESRI) Enterprise Subscription for GIS Services.

PRESENTATION:

SUMMARY:

Renewal of the City's enterprise license agreement with Environmental Systems Research Institute, Inc. The enterprise license agreement provides the City with access to all the software and services utilized for the City's Geographic Information System.

BACKGROUND:

The City of Fredericksburg utilizes software and services from Environmental Systems Research Institute, Inc (ESRI) for all of its mapping and geographic database systems. This includes desktop mapping software, online mapping services, and database management. One or all of these are utilized by office staff, field crews, and the public to create and or view spatial information and mapping.

The agreement provides pricing over a three-year period for more competitive pricing. The licenses are renewed annually. The annual renewal price is increasing from \$27,500 to \$29,300, a total of \$1,800. The cost for the subscription is spread over many departments within the City, including Public Works, Engineering, and Development Services. As such, there will be little impact from the increase on those department budgets within both the general fund and enterprise funds.

FUNDING SOURCE: Various Departments

FINANCIAL IMPACT:

\$29,300.00 (Annually)

STAFF RECOMMENDATION:

Staff recommends approval of the subscription renewal.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Governance

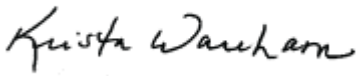
ATTACHMENTS:

1. Agreement

APPROVAL/REVIEW:

Aaron Anderegg, I.T. Director

Date: July 11, 2024



Krista Wareham, Director of Finance

Date: July 12, 2024

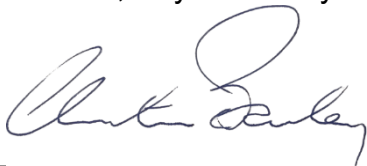


William McKamie, City Attorney

Date: July 12, 2024

Leticia Vacek, City Secretary

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



June 14, 2024

Ms. Lea Feuge
City of Fredericksburg
126 W Main St
Fredericksburg, TX 78624-3708

Dear Lea,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jacob Blind



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-524747

Date: June 14, 2024

Customer # 19444 Contract #

City of Fredericksburg
IT Dept
126 W Main St
Fredericksburg, TX 78624-3708

ATTENTION: Lea Feuge
PHONE: (830) 990-2029 x2020
EMAIL: lfeuge@fbgtx.org

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/14/2024 To: 9/12/2024*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
			Subtotal:	\$87,900.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Jacob Blind

Email:
jblind@esri.com

Phone:
8801 x8801

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Enterprise)
 5 ArcGIS Location Sharing User Type Extension (Online)
 6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Municipal Judge/Court
TO: Mayor & City Council Members
FROM: Shelley Becker, Municipal Judge
MEETING DATE: July 16, 2024

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Consideration and approval of Court of Record Ordinance No. 2024-19 by the City Council of the City of Fredericksburg, Texas, authorizing and approving the creation of a Municipal Court of Record and provisions provided therein including a Municipal Court Child Safety Trust Fund and Juvenile Case Manager, providing an effective date of July 16, 2024. (Shelley Becker, Municipal Court Judge)

- i. Presentation by Staff
 - ii. Hold Public Hearing (Mayor declares Public Hearing Open and recognizes Individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iii. Consideration/Action on Ordinance No. 2024-19
-

PRESENTATION:

SUMMARY:

Consideration of Ordinance No. 2024-19 approving the creation of a Municipal Court of Record, including a Municipal Court Child Safety Trust Fund and Juvenile Case Manager.

BACKGROUND:

Municipal Court Judge Shelley Becker will present recommendations relating to the creation of a Municipal Court of Record.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-19.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Governance

ATTACHMENTS:

- 1. Court of Record Ordinance 2024-19

APPROVAL/REVIEW:

Shelley Becker, Municipal Judge

Date: July 12, 2024



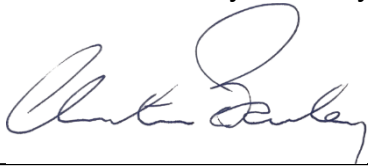
Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF FREDERICKSBURG, TEXAS, ADDING ARTICLE VIII “MUNICIPAL COURT OF RECORD” TO CHAPTER 2 “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG TO ESTABLISH THE FREDERICKSBURG MUNICIPAL COURT AS A COURT OF RECORD EFFECTIVE JULY 16, 2024; PROVIDING FOR THE COURT’S JURISDICTION; PROVIDING FOR THE MUNICIPAL COURT JUDGE TO BE APPOINTED BY ORDINANCE; PROVIDING FOR THE CLERK OF THE MUNICIPAL COURT TO BE APPOINTED BY THE MUNICIPAL COURT JUDGE; PROVIDING FOR THE SITTING MUNICIPAL JUDGE TO CONTINUE IN OFFICE THROUGH HER CURRENT TERM; PROVIDING THAT JURY SERVICE BE SUPERVISED BY THE CLERK OF THE MUNICIPAL COURT; PROVIDING FOR A GOOD QUALITY ELECTRONIC RECORDING DEVICE TO RECORD COURT PROCEEDINGS; SETTING A FEE FOR THE PREPARATION OF THE CLERK’S RECORD; ESTABLISHING A CHILD SAFETY FUND; PROVIDING FOR A SPECIAL EXPENSE FEE; PROVIDING FOR A JUVENILE CASE MANAGER; PROVIDING FOR PENDING CASES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fredericksburg currently has a Municipal Court that is not a court of record; and

WHEREAS, the City Council of the City of Fredericksburg has determined that establishing the Fredericksburg Municipal Court as a court of record is necessary to provide a more efficient disposition of the cases arising in the City and a more effective enforcement of the ordinances of the City, and is in the best interests of the citizens of Fredericksburg.

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

SECTION 1.

That Article VIII “Municipal Court of Record” in Chapter 2 “Administration” of the Code of Ordinances of the City of Fredericksburg, Texas, is added to read as follows to create a Municipal Court of Record.

ARTICLE V. MUNICIPAL COURT OF RECORD

Sec. 2.300 Municipal Court of Record established.

The Municipal Court of Record in the City of Fredericksburg, Texas, is hereby established because the creation of such a court is necessary to provide a more efficient disposition of the cases arising in the City and to provide a more effective enforcement of the ordinances of the City. Where the term “Municipal Court” is used in this Code, it shall mean the Municipal Court of Record created under this chapter.

Sec. 2.301 Governing Authority.

The Municipal Court of Record is established pursuant to the authority granted by the Uniform Municipal Courts of Record Act, V.T.C.A., Texas Government Code, Chapter 30. Sec. 2-173 Commencement of Operation. (a) The Municipal Court shall become a Court of Record from and after the 16th day of July, 2024. (b) All cases filed in the court prior to such date, but not disposed of prior to that date, shall be tried in the Court of Record. (c) For the purposes of this section, a case shall be deemed “disposed of” if a judge has entered a finding of guilty or the defendant has entered a plea of guilty or nolo contendere.

Sec. 2.302 Jurisdiction

- (a) The Court of Record shall have the jurisdiction provided by general law for municipal courts. (b) The court shall have jurisdiction over criminal cases arising under ordinances authorized by Sections 215.072, 217.042, 341.903, and 551.002 of the Texas Local Government Code;
- (b) the general jurisdiction provided by Chapter 30 of the Texas Government Code and all other state laws for municipal courts, municipal courts of record and magistrate courts;
- (c) jurisdiction over criminal cases under ordinances authorized by Sections 215.072, 217.042, 341.903, and 401.002 of the Local Government Code, as amended;
- (d) concurrent jurisdiction with a justice court in any precinct in which the City is located in criminal cases that arise within the territorial limits of the City and are punishable only by fine;
- (e) civil jurisdiction for the purpose of enforcing City ordinances enacted pursuant to Subchapter A, Chapter 214, Local Government Code; Chapter 682, Transportation Code, or Subchapter E, Chapter 683, Transportation Code;
- (f) concurrent jurisdiction with a district court or a county court at law under Subchapter B, chapter 54, Local Government Code, pursuant to Chapter 30 of the Government Code, within the City's territorial limits and property owned by the City located in the City's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances;

- (g) authority to issue search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation;
- (h) authority to issue seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises; and
- (i) authority to issue additional writs, warrants and other process as authorized by the general laws of the state.

Sec. 2.303 Judge

Pursuant to Chapter 29 of the Texas Government Code:

- a) the City Council shall appoint each full-time Municipal Judge, one who shall be designated as Presiding Judge, and additional part-time judges who may be appointed as Substitute Municipal Judge by ordinance for a term of two (2) years, beginning on the date established by the ordinance that accomplishes the appointment or reappointment;
- b) each full-time Municipal Judge and part-time Substitute Municipal Judge shall:
 - 1) be a resident of Texas;
 - 2) be a citizen of the United States;
 - 3) be a licensed attorney in good standing;
 - 4) have two or more years of experience in the practice of law in Texas;
- c) the City Council shall establish, at the time of appointment, the salary and benefits of full-time Municipal Judges as provided or authorized by ordinance, which may not be diminished during the Municipal Judge's term of office and may not be based directly or indirectly on fines, fees or costs collected by the court. Substitute Municipal Judges shall be compensated on an hourly basis for service as a temporary replacement for a Municipal Judge;
- d) each Substitute Municipal Judge, while serving as a Municipal Judge, possesses all of the powers and shall discharge all of the duties of a Municipal Judge;
- e) the Municipal Judges shall take judicial notice of state law and the ordinances and corporate limits of the City. The Municipal Judges may grant writs of mandamus, attachment and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court;
- f) Municipal Judges shall be subject to removal from office as provided by state law; and
- g) Shelley Becker, the current Municipal Judge for the City of Fredericksburg, Texas, is hereby appointed to continue as Presiding Judge of the Municipal Court of Record for the City of Fredericksburg for a two (2) year term beginning August 1, 2024.

Sec. 2.304 Clerk, other personnel.

- (a) The Clerk of the Municipal Court, who shall be appointed by the Municipal Court Judge, shall perform duties in accordance with state law, the City Charter, and City ordinances. (b) The Clerk of the Municipal Court shall supervise the selection of persons for jury service. (c) All court personnel authorized in the annual budget for the Municipal Court will be hired, directed, supervised and removed by the Presiding Municipal Judge.

Sec. 2.305 Recordings of Court Proceedings.

Court proceedings shall be recorded by a good quality electronic recording device. A court reporter is not required to be present to certify the reporter's record. The recording shall be kept for the 20-day period beginning the day after the last day of the court proceeding, trial, or denial of motion for new trial, whichever occurs last. If a case is appealed, the proceedings shall be transcribed from the recording by an official court reporter designated by the Municipal Judge.

Sec. 2.306 Appeal; Preparation of Record.

- (a) Defendant has the right of appeal from a judgment or conviction in the Municipal Court of Record. The state has the right to appeal as provided by the Texas Code of Criminal Procedure. (b) The appellate court shall determine each appeal from a Municipal Court of Record conviction and each appeal from the state on the basis of the errors that are set forth in the appellant's motion for new trial and that are presented in the clerk's record and reporter's record prepared from the proceedings leading to the conviction or appeal. An appeal from the Municipal Court of Record may not be by trial de novo. (c) There is a fee of twenty-five dollars (\$25.00) for the preparation of the clerk's record. The preparation fee does not include the fee for an actual transcription of the proceedings. The defendant shall pay the fee for the preparation of the clerk's record and the fee for an actual transcription of the proceedings.

Sec. 2.307 Municipal Court fees.

In addition to the imposition of a fine for a violation of a state law or city ordinance, the Municipal Court shall have the right to impose special expenses and fees as authorized by state law. These special expenses and fees include, but are not limited to, arrest warrant fees, witness fees, and jury fees.

Sec. 2.308 Municipal Court special expense fee.

- (a) Special expense fee. Pursuant to Texas Code of Criminal Procedure art 45.203(c), a special expense fee is established; and
- (b) Authorization for fee. Such fee shall be the maximum authorized by such article.

Sec. 2.309 Municipal Court Child Safety Trust Fund

- a) There is hereby created the Municipal Court Child Safety Trust Fund. The Municipal Court shall by order assess a court cost on each parking violation not less than \$2 and not to exceed \$5, as established by City Council in the annual budget, pursuant to §102.014 of the Code of Criminal Procedure, as amended. The court costs under this subsection shall be collected in the same manner that other fines in the case are collected;
- b) A person convicted of an offense under Subtitle C, Title 7, Transportation Code, when the offense occurs within a school crossing zone as defined by Section 541.302 of that code, shall pay as court costs \$25 in addition to other taxable court costs. A person convicted of an offense under Section 545.066, Transportation Code, shall pay as court costs \$25 in addition to other taxable court costs. The additional court costs under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected and shall be assessed only in the City;
- c) A person convicted of an offense under Section 25.093 or 25.094, Education Code, shall pay as taxable court costs \$20 in addition to other taxable court costs. The additional court costs under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected;
- d) In this section, a person is considered to have been convicted in a case if the person would be considered to have been convicted under Section 133.101, Local Government Code; and
- e) The Clerk shall collect the costs and shall pay them to the City treasurer for deposit in a fund to be known as the "Municipal Court Child Safety Trust Fund" established as required by Chapter 106, Local Government Code and in compliance with Chapter 343, Local Government Code, as amended.

Sec. 2.310 Juvenile Case Manager

- (a) *Creation.* The Municipal Court is authorized to create the position of Juvenile Case Manager and staff the position pursuant to Texas Code of Criminal Procedure art. 45.056;
- (b) *Juvenile Case Manager Code of Ethics.*
 - 1. *Preamble.* The goal of the Juvenile Case Manager is to assist the Court in administering the Court's juvenile docket and in supervising its Court orders in juvenile cases. The mission of the Juvenile Case Manager is to assist judges in providing juveniles the resources to shape their futures, connect with the community, and become law abiding citizens. When applying this Code of Ethics, keep foremost in mind that the City is guided at all times by the values of integrity, excellence, compassion, and respect for the dignity of every person.

2. *Standards.*

- a. *Confidentiality.* A Juvenile Case Manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment. A Juvenile Case Manager shall not violate the confidentiality of juvenile clients, unless it is to seek consultation services from within the case management program, school campus, or the juvenile has threatened to harm himself or herself or others, or to provide details of any criminal activity or enterprise;
- b. *Conflicts of Interest.* A Juvenile Case Manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community's trust in the judicial system, a Juvenile Case Manager should avoid soliciting or accepting improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety;
- c. *Competence.* A Juvenile Case Manager shall endeavor at all times to perform official duties properly and with courtesy and diligence. A Juvenile Case Manager shall fulfill his or her duty and represent himself or herself only within the boundaries of their education, training, license, certification, consultation received, supervised experience, or other relevant professional experience;
- d. *Respect for the law.* A Juvenile Case Manager shall abide by all Federal, State, County and Municipal laws, guidelines, ordinances and rules. A Juvenile Case Manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held; and
- e. *Abuse of position.* A Juvenile Case Manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself, or any other person. A Juvenile Case Manager shall always maintain an appropriate relationship with juveniles coming under jurisdiction of the Court. A Juvenile Case Manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability, or national origin.

3. *Enforcement.* Any alleged violation of applicable ethical standards shall be subject to investigation and discipline by the Presiding Municipal Court Judge.

(c) *Juvenile Case Manager training standards.* The Juvenile Case Manager shall adhere to the pre-service and in-service training standards promulgated by the Texas Municipal Court Education Center and shall receive training in at least the following areas:

- 1. The role of the Juvenile Case Manager;
- 2. Case planning and management;
- 3. Applicable procedural and substantive law;
- 4. Courtroom proceedings and presentation;

5. Services to at-risk youth under Texas Family Code ch. 264, subch. D (Texas Family Code Section 264.301 et seq.);
6. Local programs and services for juveniles and methods by which juveniles may access those programs and services; and
7. Detecting and preventing abuse, exploitation, and neglect of juveniles.

(d) *Annual Review*. Annual review of the Juvenile Case Manager shall be performed by the Municipal Court Judge to ensure implementation of the rules adopted by this section.

Sec. 2.311 Pending Cases

All cases pending on the docket of the Municipal Court of Fredericksburg, Texas, shall remain pending on the docket of the Municipal Court of Record of the City of Fredericksburg, Texas, and the Municipal Court of Record shall have jurisdiction over such cases.”

SECTION 2. REPEALING CLAUSE

All ordinances and part of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE

All rights and remedies of the City of City of Fredericksburg, Texas, are expressly saved as to any and all violations of the provisions of the Fredericksburg Municipal Code, as amended, or 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, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 4. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Fredericksburg, Texas, 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 5. SEVERABILITY CLAUSE

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 6.
INCLUSION IN CODE**

The City Secretary is hereby directed to publish the caption and penalty section of this Ordinance in the official newspaper of the City as required by Section 3.12 of Article III of the Charter of the City of Fredericksburg, Texas, and provide for the inclusion of this Ordinance in the Code of Ordinance of the City of Fredericksburg, Texas, as required by Charter of the City of Fredericksburg, Texas.

**SECTION 7.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after July 16, 2024, as provided by the Fredericksburg City Charter and the laws of the State of Texas, including the Texas Open Meetings Act.

PASSED AND APPROVED on this 16th day of July, 2024.

Jeryl Hoover, Mayor

ATTEST:

Leticia Vacek, TRMC, CMC, MMC
City Secretary

APPROVED AS TO FORM:

William M. McKamie
City Attorney



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Shelby Collier, Senior Planner

MEETING DATE: July 16, 2024

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Request Z-2411: Applicant Brian Ognian - Consideration for a Conditional Use Permit (CUP) per Section 3.510 to Allow for a Standardized Business in the Historic Shopping District for the Property Located at 202 East Main Street. (Shelby Collier, Senior Planner)

- i. Presentation by the Applicant
 - ii. Staff Report
 - iii. Hold Public Hearing (Mayor declares Public Hearing Open and recognizes individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iv. Consideration/Action on Ordinance 2024-20
-

PRESENTATION:

SUMMARY: A Conditional Use Permit Application has been submitted to operate a Standardized Business in the Historic Shopping District By Kilwins at 202 E Main Street, which is the half of the building that is located on the corner of North Llano and East Main Street. The building consists of a single-story, 2,668 Sq Ft structure that intends to be split into two units. 202 E Main would occupy the half of the building that fronts on North Llano and East Main Street and 204 E Main would be an interior unit that borders 206 E Main. As part of the review of the application, Staff found that Kilwins is a franchise that focuses on the sale of chocolates and sweet treats primarily located along the east coast from New Hampshire down to Key West. Kilwins has roughly 185 stores nationwide, with 10 in Texas. The applicant is requesting permission to operate a Kilwins at 202 E Main Street, formerly Mac's Bar-B-Que.

Sec. 3.510, The Historic Shopping District Overlay, allows Standardized Businesses the opportunity to request a Conditional Use Permit with the ideal user adding diversity to existing businesses, not in proximity to other, similar retailers and would not alter the general characteristics of the surrounding area. It is important to note that there are several local sweet treat stores located on Main Street, such as Clear River Pecan Company and Rustlin Robs, which are both located in the 100 Block of East Main. Lone Star Candy and Quintessential Chocolates as well as multiple food sale retailers such as Piccolina, Big Pops and the Popcorn Emporium are all located on Main Street.

Clear River Pecan Company and Rustlin Robs are local staples for ice cream and chocolates and are identifiable by their charm that adds to the historic district. Kilwins proposed design consists of large scale signage and heavy branding that take away from the simplicity of the historic district and leans

into the "Franchise" feel of a well known and established business that is found nationwide and looks like all of its other storefronts. Fredericksburg's approach consists of limited signage, unique branding and a collection of unique finds.

Zoning: CBD, Central Business District [Sec. 3.220](#)

Site Area: 4,293 Sq Ft [Sec. 3.220](#)

Building Coverage: 2,668 Sq Ft [Sec. 3.220](#)

Parking: No additional parking provided as the property is located in the Historic Shopping District and does not require additional parking [Sec. 7.825](#)

Public Hearing Notice Responses: 1 in favor, 1 opposed
[Sec. 5.461](#) - Review and Evaluation Criteria for Historic Shopping District

The Planning and Zoning Commission and City Council shall review and evaluate Conditional Use Permits applications for all Standardized Businesses within the Historic Shopping District using the following criteria:

- A.
 - Affirmative finding that the existence of such business will not:
 - (1) Materially alter the general characteristic of the surrounding area of the small town German and Hill Country environment;
 - (2) Detract from the uniqueness of, nor materially alter the identity of, the Historic Shopping District;
 - (3) Contribute to the nationwide trend of standardized offerings; or
 - (4) Impair the intent of this ordinance or the comprehensive plan of the City; and
- B.
 - Affirmative finding that the business will:
 - (1) Add diversity to the mix of businesses in the area including type of service, amusement, product, price range and the like; and
 - (2) Complement those businesses already in the Historic Shopping District; and
 - (3) Help promote and foster the local economic base as a whole; or
 - (4) Is currently existing in the District or is regionally or locally based or is serving a community need or local demand; and
- C.
 - The Planning and Zoning Commission may recommend and the Council shall require that a Standardized Business:
 - (1)

Will not utilize or contain the features or attributes of a Standardized Business as defined above except the service, product or amusement, and a sign, no more than two square feet in size showing the franchise or business affiliation, if desired;

(2)

Be pedestrian oriented as opposed to automobile oriented, to encourage walking in the HSD;

(3)

Utilize a unique visual appearance that reflects or compliments the Historic character of the HSD, and not project a visual appearance that is homogeneous with its elements in other communities; and

(4)

Not be in such close proximity to Standardized Businesses to significantly destroy a mix of standardized businesses with other businesses.

D.

The Planning and Zoning Commission may recommend and the Council may place other reasonable conditions upon the granting of the application which may not be specifically set out herein provided that such conditions promote the goals of this ordinance. It is specifically permitted that the City Council may place restrictions upon the operation of the business such as hours of operation to conform generally with other businesses in the area or the requirement of the addition of architectural features to maintain the character and architectural look of the area.

E.

The burden of proof in conditional use proceedings shall be upon the applicant. The Council may require the applicant to submit a traffic study, prepared by a Registered Professional Engineer, approved by the Board, or to submit any other reasonable substantiation of the elements of the application.

F.

The fact that a use may be more profitable or that a structure may be more valuable if the conditional use granted shall not be grounds for issuance of the permit.

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Planning & Zoning held a public hearing on July 2, 2024, and voted unanimously against the request. The Kilwins franchise is well-known and a recognizable brand that is currently in the process of opening several stores in Texas. As such, the Kilwins franchise contributes to the trend of standardized offerings and would detract from the uniqueness of the Historic Shopping District that already provides several sweet treat shops that are locally owned and operated. Staff does not recommend approval of the Conditional Use Permit to operate a Standardized Business in the Historic Shopping District.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

City Center

Mobility

Small Town Sensitive Growth

ATTACHMENTS:

1. Z-2411 Site Plan
2. Side view revised 6.21.24
3. Front View revised 6.21.24
4. CUP - Response to Sec. 5.461 (revised 6.24.24) PDF
5. Z-2411 CUP Narrative
6. Z-2411 Review Comments
7. Z-2411 Public Hearing Map
8. Z-2411 Mailing Labels
9. Z-2411 Zoning Application
10. 204 E Main CUP draft Ordinance for Kilwins_ 2024-21
11. Z-2411 - FOREST REES - PROTEST
12. Z-2411 - RHONDA DURST - APPROVE

APPROVAL/REVIEW:

Anna Hudson, Director of Development Services

Date: July 11, 2024



Garret Bonn, Assistant City Manager

Date: July 11, 2024



Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



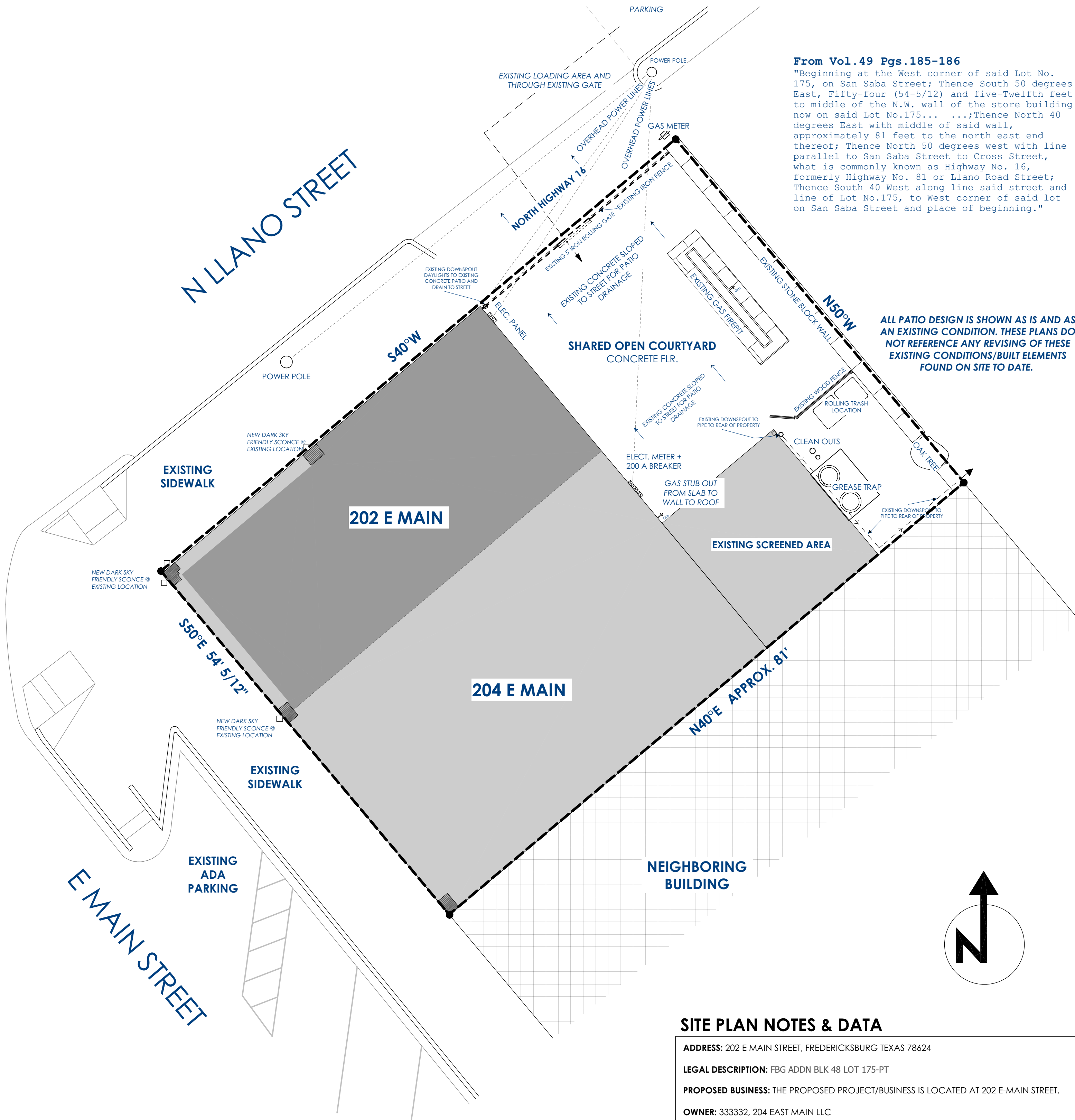
Clinton Bailey, City Manager

Date: July 12, 2024



PROJECT OVERVIEW

1" = 15'-0"



SITE PLAN

1/8" = 1'-0"

DESCRIPTION OF PROPOSED USE

Kilwins was founded in 1947 by Don & Katy Kilwin in Northern Michigan, initially as a bakery. The company has evolved into a strong full-line Chocolate, Confectionery, and Ice Cream Store, with many unique locations. Kilwins stores are located where people come together with family & friends to celebrate, shop, stroll and dine. We provide an authentic, uniquely American setting which people visit time and again. Each of the Kilwins franchise model stores are individually designed, iconic and built to fit in the community, whether historic, nostalgic, contemporary, modern, etc., with timeless material finishes, fixtures, and equipment. Kilwins Full-line Chocolates, Confectionery, and Ice Cream Stores feature in-store kitchens with marble tables, stoves, copper kettles, and exhaust fans that bring the sights, sounds and smells of confections being crafted to the customer's senses. We offer premium Kilwins proprietary Heritage Chocolates, Original Recipe Ice Cream, Made-In-Store Confections like hand-paddled Fudge, Kilwins signature Caramel Apples, Caramel Corn & Brittle, and other dozens of other made-in-store confections. Kilwins combines the best of our heritage of quality products with modern business practices which are shared with and supported by our family of local Franchisee/Store Owners to bring to Fredericksburg.

SITE PLAN NOTES & DATA

ADDRESS: 202 E MAIN STREET, FREDERICKSBURG TEXAS 78624

LEGAL DESCRIPTION: FBG ADDN BLK 48 LOT 175-PT

PROPOSED BUSINESS: THE PROPOSED PROJECT/BUSINESS IS LOCATED AT 202 E-MAIN STREET.

OWNER: 333332, 204 EAST MAIN LLC

SITE PLAN DRAFTER: SHAYNA THOMPSON - WILLOW CREEK DESIGNS

ZONED REQUIREMENTS: CBD CENTRAL BUSINESS DISTRICT

- MINIMUM LOT AREA, 5000 SQUARE FEET
- MINIMUM LOT WIDTH, 50 FEET
- MAXIMUM BUILDING HEIGHT, 3 STORIES, 38 FEET
- FRONT YARD MINIMUM REQUIRED SETBACK, 0 FEET
- STREET SIDE YARD MINIMUM REQUIRED SETBACK, 0 FEET; OR 10 FEET WHEN ABUTTING R1, R1A, OR R5 ZONING DISTRICTS
- MAXIMUM IMPERVIOUS COVERAGE 90%

PARKING: ON STREET EXISTING

REQUIRED BUILDING SETBACKS: BUILDING EXISTING

TOTAL IMPERVIOUS COVERAGE: EXISTING BUILDINGS AND PATIOS ~99%

BUILDING COVERAGE: EXISTING ~61% OF 202 E MAIN SIDE OF PROPERTY, ~69% EXISTING BUILDING COVERAGE FOR ENTIRE 'FBG ADDN BLK 48 LOT 175-PT' (202+204) LOT.

PERIMETER FENCING: EXISTING & AS NOTED

LANDSCAPING&SCREENING: N/A

LOADING FACILITIES: EXISTING LOADING ACCESS @ LLANO STREET SIDE

ALL EXTERIOR LIGHTING WILL COMPLY WITH SEC. 5, ARTICLE XV - OUTDOOR LIGHTING DARK SKY FRIENDLY.

NO ONSITE DRIVEWAYS

HANDICAP ACCESS: TO REMAIN AS EXISTING

KNOWN UTILITY LOCATIONS ARE SHOWN. VERIFY ALL EXISTING UTILITIES W/ CITY + OWNER

NO FIRE LANES REQUIRED.

ALL CONSTRUCTION SHALL COMPLY TO BUILDING CODES REQUIRED BY THE CITY OF FREDERICKSBURG, TEXAS. ANY CHANGES, DISCREPANCIES, OMISSIONS, ETC. MUST BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY OTHER PARTY. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY OTHER PARTY. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY OTHER PARTY.

Shayna Thompson
DESIGNER / OWNER
446 S Lincoln St. Unit A
Fredericksburg, Texas
830.998.1673
shayna@willowcreekdesignstg.com

Willow Creek
DESIGNS
www.willowcreekdesignstg.com

KILWIN'S CHOCOLATE'S

Proposal for 202 E. MAIN ST.
Fredericksburg, Texas 78624

SITE PLAN

Scale:
1/4" = 1'-0"

Date:
6/24/2024

Revisions:

A-2





Response to Sec. 5.461 – Kilwins Fredericksburg, TX

A. Affirmative finding that the existence of such business will not:

(1) Materially alter the general characteristic of the surrounding area of the small town German and Hill Country environment; [We have included renderings of the exterior in the site plan to enhance the German town aesthetic and welcome any suggestions from the city council.](#)

(2) Detract from the uniqueness of, nor materially alter the identity of, the Historic Shopping District; [We propose an overhead blade sign, externally illuminated, to maintain a small-town feel. The replacement wall sconces will feature globe lights, evoking a turn-of-the-century style, with wrought-iron bases in black to match the interior decor. Additionally, we plan to add two metal wrought-iron benches at the front for passers-by. The awning will be custom-screened with Sunbrella fabric and white filigree. This historic style filigree pattern will also be reflected in the interior design.](#)

(3) Contribute to the nationwide trend of standardized offerings; or Kilwins, as a brand that sees itself as a “vacation destination”, whether that vacation is a formal getaway or a few minutes out of a busy day, has never contributed to the typical, standardized model for the look and feel of our stores. To do so would be to homogenize the vacation-like experience, which is antithetical to the brand. Each Kilwins location is individually addressed and designed, from the layout and fixturing plan to the lighting, finishes and exterior signage and facades. None of our stores look and feel the same, which is insured through our approach, but supported with our catalogue of finishes and options available. We also look to “repurposed assets like a tile or wood floor, tin ceiling, exposed brick, etc. than can be incorporated into the store whenever possible, so that the store, while a representation of the brand, also pays homage to the era, the locale, and the style of the building.

(4) Impair the intent of this ordinance or the comprehensive plan of the City; and [Many of our products are handcrafted in-store by a skilled confection maker. With access to thousands of recipes, we will offer a unique and diverse selection, tailored specifically to the city of Fredericksburg.](#)

B. Affirmative finding that the business will:

(1) Add diversity to the mix of businesses in the area including type of service, amusement, product, price range and the like; and [We offer a family-centered experience focused on in store made confections. Our confections and premium ice cream are available at affordable prices, and we also provide premium options for take-home gifts, including boxes of handcrafted chocolates and gift baskets.](#)

(2) Complement those businesses already in the Historic Shopping District; In order to ensure our store complements already established businesses, we have developed a variety of store styles specific to each area. These include Colonial and Federal era stores, Victorian, mid-century modern, contemporary, Seattle-style, beachy, turn-of-the-century factory era, Miami deco, and many others. We take cues from the streetscape and the building itself, considering awnings, signage, murals, graphics, and other elements before designing a store. A member of our design team will research the town, use photographs, and spend time with store owners before finalizing the design plan for approval.

(3) Help promote and foster the local economic base as a whole; or- We will enhance the surrounding businesses by offering a variety of premium ice cream and desserts for food patrons, along with an assortment of chocolates that pair well with a selection of wines. We are proven valued business partners with wedding planners.

(4) Is currently existing in the District or is regionally or locally based or is serving a community need or local demand. Currently, we operate 163 stores across 29 states. In 2024, our expansion plans include opening 14 additional stores in the US. In Texas, where we currently operate 9 stores, new locations are planned for Waco, adjacent to the Magnolia Silos, and Midland, TX, with expected openings around March 2025. We have finalized agreements for one store each in San Antonio, Austin, Houston, and Dallas; however, specific sites have not been secured, and therefore, opening dates cannot be projected. Pending approval for Fredericksburg, we aim to open around January 2024.

C. The Planning and Zoning Commission may recommend and the Council shall require that a Standardized Business:

(1) Will not utilize or contain the features or attributes of a Standardized Business as defined above except the service, product or amusement, and a sign, no more than two square feet in size showing the franchise or business affiliation, if desired; We would request to use the Kilwins name as shown in rendering.

(2) Be pedestrian oriented as opposed to automobile oriented, to encourage walking in the HSD; We position our kitchen and kettle by the front window to actively engage pedestrians in the confection-making process as they walk by.

(3) Utilize a unique visual appearance that reflects or compliments the Historic character of the HSD, and not project a visual appearance that is homogeneous with its elements in other communities; and Our design department has thoroughly researched Fredericksburg and tried to capture the historic and German town ambiance. We believe our handcrafted products and store experience will celebrate and embrace the rich heritage of Fredericksburg.

(4) Not be in such close proximity to Standardized Businesses to significantly destroy a mix of standardized businesses with other businesses. [The rendering reflects our vision of a historic full-line Chocolate, Confectionery and Ice Cream Store in Fredericksburg.](#)

D. The Planning and Zoning Commission may recommend and the Council may place other reasonable conditions upon the granting of the application which may not be specifically set out herein provided that such conditions promote the goals of this ordinance. It is specifically permitted that the City Council may place restrictions upon the operation of the business such as hours of operation to conform generally with other businesses in the area or the requirement of the addition of architectural features to maintain the character and architectural look of the area. [Agreed](#)

E. The burden of proof in conditional use proceedings shall be upon the applicant. The Council may require the applicant to submit a traffic study, prepared by a Registered Professional Engineer, approved by the Board, or to submit any other reasonable substantiation of the elements of the application.

F. The fact that a use may be more profitable or that a structure may be more valuable if the conditional use granted shall not be grounds for issuance of the permit.

Response to Sec. 5.461

A. Affirmative finding that the existence of such business will not:

(1) Materially alter the general characteristic of the surrounding area of the small town German and Hill Country environment; [We have included renderings of the exterior in the site plan to enhance the German town aesthetic and welcome any suggestions from the city council.](#)

(2) Detract from the uniqueness of, nor materially alter the identity of, the Historic Shopping District; [We propose an overhead blade sign, externally illuminated, to maintain a small-town feel. The replacement wall sconces will feature globe lights, evoking a turn-of-the-century style, with wrought-iron bases in black to match the interior decor. Additionally, we plan to add two metal wrought-iron benches at the front for passers-by. The awning will be custom-screened with Sunbrella 'Burgundy' fabric and white filigree, deliberately aged to complement the historic nature of the town. This antique style filigree pattern will also be reflected in the interior design.](#)

(3) Contribute to the nationwide trend of standardized offerings; or

(4) Impair the intent of this ordinance or the comprehensive plan of the City; and [Many of our products are handcrafted in-store by a skilled candy maker. With access to thousands of recipes, we will offer a unique and diverse selection, tailored specifically to the city of Fredericksburg.](#)

B. Affirmative finding that the business will:

(1) Add diversity to the mix of businesses in the area including type of service, amusement, product, price range and the like; and [We offer a family-centered experience focused on candy making. Our candy and ice cream products are available at affordable prices, and we also provide premium options for take-home gifts, including boxes of handcrafted chocolates and gift baskets.](#)

(2) Complement those businesses already in the Historic Shopping District; and

(3) Help promote and foster the local economic base as a whole; or- [We will enhance the surrounding businesses by offering a variety of ice cream and desserts for food patrons, along with an assortment of chocolates that pair well with a selection of wines. We are proven valued business partners with wedding planners.](#)

(4) Is currently existing in the District or is regionally or locally based or is serving a community need or local demand; and [We currently have eight stores open in the state of Texas.](#)

C. The Planning and Zoning Commission may recommend and the Council shall require that a Standardized Business:

(1) Will not utilize or contain the features or attributes of a Standardized Business as defined above except the service, product or amusement, and a sign, no more than two square feet in size showing the franchise or business affiliation, if desired; [We would request to use the Kilwins name as shown in rendering.](#)

(2) Be pedestrian oriented as opposed to automobile oriented, to encourage walking in the HSD; [We position our kitchen by the front window to actively engage pedestrians in the candy-making process.](#)

(3) Utilize a unique visual appearance that reflects or compliments the Historic character of the HSD, and not project a visual appearance that is homogeneous with its elements in other communities; and [Our design department has thoroughly researched Fredericksburg and tried to capture the historic and German town ambiance. We believe our handcrafted products and store experience will celebrate and embrace the rich heritage of Fredericksburg.](#)

(4) Not be in such close proximity to Standardized Businesses to significantly destroy a mix of standardized businesses with other businesses. [Our aim is to maintain a diverse selection of products, featuring many handmade items that will not be available at other candy or ice cream providers in the area.](#)

D. The Planning and Zoning Commission may recommend and the Council may place other reasonable conditions upon the granting of the application which may not be specifically set out herein provided that such conditions promote the goals of this ordinance. It is specifically permitted that the City Council may place restrictions upon the operation of the business such as hours of operation to conform generally with other businesses in the area or the requirement of the addition of architectural features to maintain the character and architectural look of the area.

E. The burden of proof in conditional use proceedings shall be upon the applicant. The Council may require the applicant to submit a traffic study, prepared by a Registered Professional Engineer, approved by the Board, or to submit any other reasonable substantiation of the elements of the application.

F. The fact that a use may be more profitable or that a structure may be more valuable if the conditional use granted shall not be grounds for issuance of the permit.



June 10, 2024

Brian Ognian

Via email

bognian@kilwinsfranchise.com

RE: Z-2411 – Review Comments for a Conditional Use Permit Application to allow for a Standardized Business Located in the Historic Shopping District at 202 E Main Street.

Dear Mr. Ognian,

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 July 2, 2024.
- Your narrative form answering questions for Section 5.461 did not address
 - A #3, Affirmative finding that that existence of Kilwins will not contribute to the nationwide trend of standardized offerings:
 - B #2 Complement those businesses already in the Historic Shopping District
 - C #4: Please describe where other Kilwins locations are and where other potential franchises are proposed.
- Please resubmit the renderings, the scale provided is not legible on 8 ½ x 11 sheets.
 - Murals cannot be signage
 - Signage is limited to 1.5 sf per 1 linear foot of building frontage (see Chapter 29 for signage limitations and update renderings accordingly)
- The subject property is a Low rated Historic property. Any exterior alterations will require Historic Review Board Approval including the proposed awning and painting.

The City of Fredericksburg

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

- Proposed lighting does not appear to be Dark Sky Compliant.
- Provide a Zoning Summary [Sec. 7.131](#) to include building and impervious coverage.
- Provide location of loading facilities [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](#)

For information regarding these comments please contact Jan Musgrove with Development Services at 830-990-2079 or jmusgrove@fbgtx.org

Please return the revised plans along with your written response as to how the comments have been addressed. Please feel free to contact me with any comments or questions, and I will be happy to assist you.

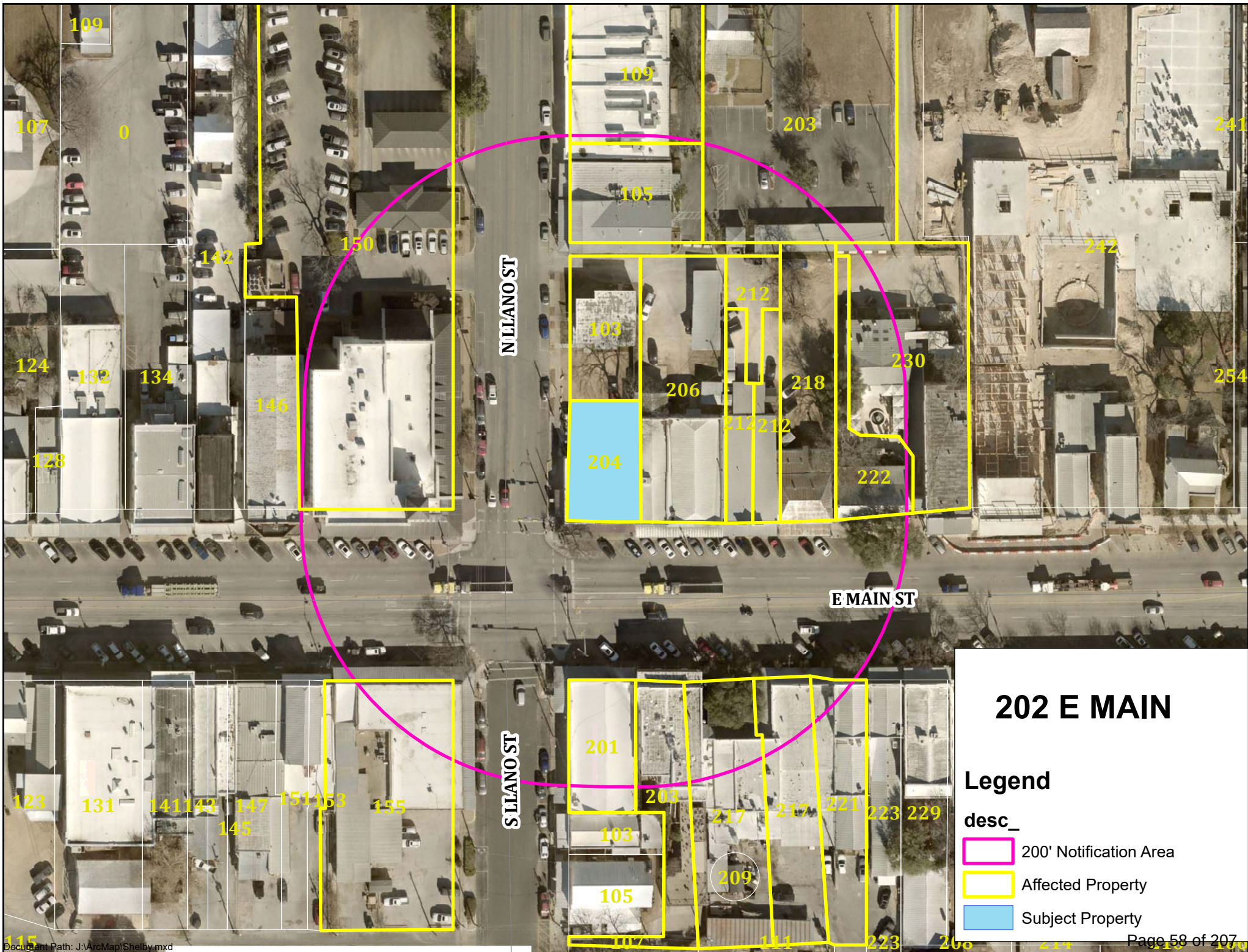
**Shelby
Collier**

Digitally signed by Shelby Collier
DN: cn=Shelby Collier, o=City of
Fredericksburg, ou,
email=scollier@fbgtx.org, c=US
Date: 2024.06.10 15:37:06 -05'00'

Shelby Collier, Senior Planner
Development Review Committee
(DRC)

The City of Fredericksburg

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



P

POARCH REALTY INVESTMENTS LP
1041 CONRAD SAUER
HOUSTON, TX 77043

109 LLANO STREET LLC
150 E MAIN STE 208
FREDERICKSBURG, TX 78624

CHERYLL CARTER
105 N LLANO
FREDERICKSBURG, TX 78624

PERRY J 208 LLC
P.O. BOX 669
FREDERICKSBURG, TX 78624

PIXIE DUST INVESTMENTS LLC
6323 SEVILLA WAY
SAN ANTONIO, TX 78257

HEIGH HO HOLDINGS LLC
3267 BEE CAVE ROAD STE 107-325
AUSTIN, TX 78746

DONALD & MARCIA DIETZ
3132 E US HWY 290
FREDERICKSBURG, TX 78624

DEBRA COOPER
215 N 6TH ST
JUNCTION, TX 76849

230 E MAIN LLC
230 E MAIN
FREDERICKSBURG, TX 78624

SCHMIDT BUILDING LLC
604 PRICKLY PEAR CT
FREDERICKSBURG, TX 78624

RHONDA DURST
P.O. BOX 1561
FREDERICKSBURG, TX 78624

NYC APT LLC
105 W SAN ANTONIO
FREDERICKSBURG, TX 78624

GODFREY FAMILY TRUST
P.O. BOX 1532
FREDERICKSBURG, TX 78624

REES FAMILY TRUST
905 W TRAVIS
FREDERICKSBURG, TX 78624

JESSE HELLUMS
P.O. BOX 6029
SAN ANTONIO, TX 78209

Z-2411 – 202 E MAIN



Zoning Application

City of Fredericksburg – Development Services Department

126 W. Main St, Fredericksburg, TX 78624

A. Project Information

Project Name: Kilwins Chocolates and Ice Cream

Project Address: 202 East Main Street

Property Tax ID Numbers: 1151

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: Michael L. Oates

Owner Address: PO Box, 295214

Owner Phone Number: 931-241-1100

Owner Email Address: moates6@gmail.com

Applicant

Applicant Name: Brian Ognian

Applicant Address: 30515 Morning Dove Drive Fulshear, TX 77423

Applicant Phone Number: 248 705 5792

Applicant Email Address: bognian@kilwinsfranchise.com

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: _____

Printed Name: _____

Staff Use Only

Application Number: _____

Date: _____

ORDINANCE NO. 2024-20

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 STANDARDIZED BUSINESS IN THE HISTORIC SHOPPING DISTRICT ON CERTAIN PROPERTY LOCATED AT 2024 EAST MAIN 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 Standardized Business in the Historic Shopping District located in CBD: Central Business District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on July 2, 2024, and by the City Council of the City on July 16, 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: Brian Ognian for Kilwins

Property Owner: 204 E Main LLC (Michael Oates)

Property Address: 204 E Main St, Fredericksburg, TX 78624

Legal Description: FBG ADDN BLK 48 LOT 175-PT City of Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Instrument Number: 20175305, Deed Records of Gillespie County, Texas.

Zoning Change: The property shall remain located in the CBD: Central Business District zoning district, and a Conditional Use Permit for a Standardized Business use in the Historic Shopping District, 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.

SECTION 5

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 16th day of July 2024.

Jeryl Hoover, Mayor

ATTEST:

Leticia Vacek, City Secretary

APPROVED AS TO FORM:

William McKamie, City Attorney

Public Comment Form
Please return this form to:
Development Services – Zoning
126 W. Main Street
Fredericksburg, TX 78624
830-997-7521



REQUEST NO. Z-2411

As an interested property owner, I (PROTEST) (APPROVE) the requested CONDITIONAL USE PERMIT REQUEST, represented by the above file number because:

of the City's rules regarding franchises in the center of town. Mom & Pop independent and varied shopping is the proper way forward.

Signature

F. J. Rees, Jr.

Date

6-28-24

Printed Name

Forest J Rees, Jr

Address

905 W. Travis St

Trustee, The Rees Family Trust

Property in question

202 E Main St

F69, TX

Public Comment Form
Please return this form to:
Development Services – Zoning
126 W. Main Street
Fredericksburg, TX 78624
830-997-7521



REQUEST NO. Z-2411

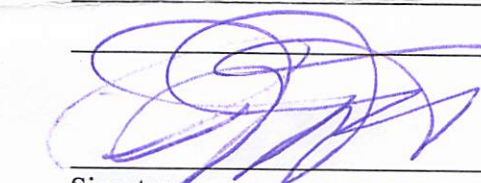
As an interested property owner, I (PROTEST) / (APPROVE) the requested CONDITIONAL USE PERMIT REQUEST, represented by the above file number because:

Signature

Date

Printed Name

Address


Rhonda Durst
2006-25-24
217 E. Main



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Shelby Collier, Senior Planner

MEETING DATE: July 16, 2024

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Request Z-2412: Pat Schulte, Applicant for Randolph Brooks Federal Credit Union is Requesting Consideration of a Conditional Use Permit (CUP) per Section 3.210 to Allow for a Drive-Thru Use for the Property Located on the Northeast Corner of Highway 87 South and Friendship Lane also referred to as Lot 3R-A of the Post Oak Park Subdivision, 599 S. Washington St. (Shelby Collier, Senior Planner)

- i Presentation by Applicant
 - ii Staff Report
 - iii. Hold a Public Hearing (Mayor declares Public Hearing Open and recognizes individuals Registered to Speak) (Mayor declares Public Hearing Closed)
 - iv. Consideration/Action on Ordinance 2024-21
-

PRESENTATION:

SUMMARY:

A Site Plan, Conditional Use Permit (CUP) and Entry Corridor application has been submitted to allow a "drive-through" associated with RBFCU for property located on the Northeast corner of US HWY 87 and Friendship Lane. Planning & Zoning approved the site plan and Entry Corridor applications. City Council must approve the CUP for the drive through use.

The proposed development would include a 26' tall building approximately 3,400 sq ft in size and will provide 30 parking spaces as well as 3 "drive-through" lanes for bank customers that allow a 5 car stack in each lane. The property is located in the Entry Corridor and will provide a sidewalk along US HWY 87 and has added a patio entrance to the part of the building fronting US HWY 87. The development has been thoughtfully designed in an attempt to preserve several mature trees on the property. In addition, the corner lot shares access with the car wash to the east, which could create a possible traffic pinch point. For this reason, Staff worked with the applicant to relocate the drive-through to the north, so traffic would enter from the shared access on Friendship Lane, but would be directed out onto US HWY 87. The traffic flow as proposed is an improvement and helps with future congestion at the intersection of Friendship Land and US HWY 87 South with potentially 3 bay "drive-through" located to the east.

BACKGROUND:

Site Area: Approximately .99 Acres OR 42,940 sq ft

Zoning: C2, Commercial - Entry Corridor [Sec.3.210](#)

Building Coverage: 8% (3,460 sq ft) (75% Maximum) [Sec.3.210](#)

Impervious Coverage: 75% (32,338 sq ft) (80% Maximum) [Sec.3.210](#)

Heights: 26.7 Ft (38 Ft Maximum) [Sec.3.210](#)

Sidewalk: A sidewalk is provided along the HWY 87 property line. The proposed public sidewalk should remain within the pedestrian access easement as shown on the plat. It can be re-platted to change the alignment of the easement however, the sidewalk alignment should return to the edge of the right-of-way at the northern property line so that the next property can continue it from there.

Access: The driveway proposed on HWY 87 will require TxDOT permitting and approval.

Parking: 1 parking space per 400 sq ft is required for a total of 8 spaces. The applicant has chosen to provide 30 spaces to accommodate bank customers. Staff does not support the over parking with the additional 22 parking spaces. Staff suggests reducing to increase pervious area. [Sec. 7.864](#)

Drive Through Stacking: The drive through consists of 3 lanes that allow for a 5 car stacking in each lane. [Sec. 5.460](#)

Landscape and Screening: The applicant has submitted a landscape plan that complies with [Sec. 7.920](#) including 91 sq ft of interior landscaping, a 5 ft wide landscape buffer along the ROW and the addition of 10 trees.

Refuse: A dumpster is located along the northern property line that will be fully screened. [Sec. 7.940](#)

Entry Corridor: The building location, materials, color, and landscaping all comply with the entry corridor design guidelines and standards. The proposed parking is more than required. The applicant has stated they will seek a variance from ZBA for lighting and signage.

[Sec. 5.460](#) - **Review and evaluation criteria for Conditional Use Permits.** Contains 13 items that must be considered when reviewing a Conditional use Permit. Of these 13 items, Staff found that the applicant has met or responded to all requirements.

Public Hearing Notices: One response in favor and one response opposed to the request have been received.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Planning and Zoning held a public hearing on July 2, 2024, and made a recommendation for approval with the condition that the parking on the north side of the lot be reserved for employee parking.

Staff appreciates the applicants' willingness to work with Staff both for the preservation of trees and reorientation of the site to improve traffic flow and recommends approval of the Site Plan, Entry Corridor, and Conditional Use Permit applications with the following conditions:

1. Approved Civil Construction Plans

2. Relocation of the Public Sidewalk within the pedestrian access easement and alignment with the edge of the right-of-way at the northern property line.
3. TxDOT permit for the HWY 87 driveway
4. Reduction in proposed parking (staff's recommendation)
5. Dedication of parking spots on north side of lot be designated for employees (P&Z recommendation)

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Small Town Sensitive Growth

ATTACHMENTS:

1. Z-2412 Site Plan and Elevations
2. 2416 Project Narrative
3. Z-2412 Review Comments
4. Z-2412 Response to Comments
5. Z-2412 Public Hearing Map
6. Z-2412 Mailing Labels
7. Z-2412 - Site Plan_Entry Corridor Application
8. 599 S Washington CUP Ordinance Number 2024-21
9. Z-2412 - J MOORMAN - APPROVE
10. Z-2412 - SHARON KUNZ - PROTEST

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: July 11, 2024



Garret Bonn, Assistant City Manager

Date: July 11, 2024



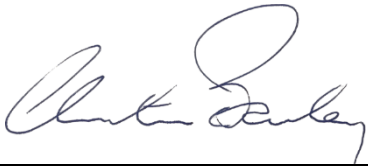
Krista Wareham, Director of Finance

Date: July 12, 2024



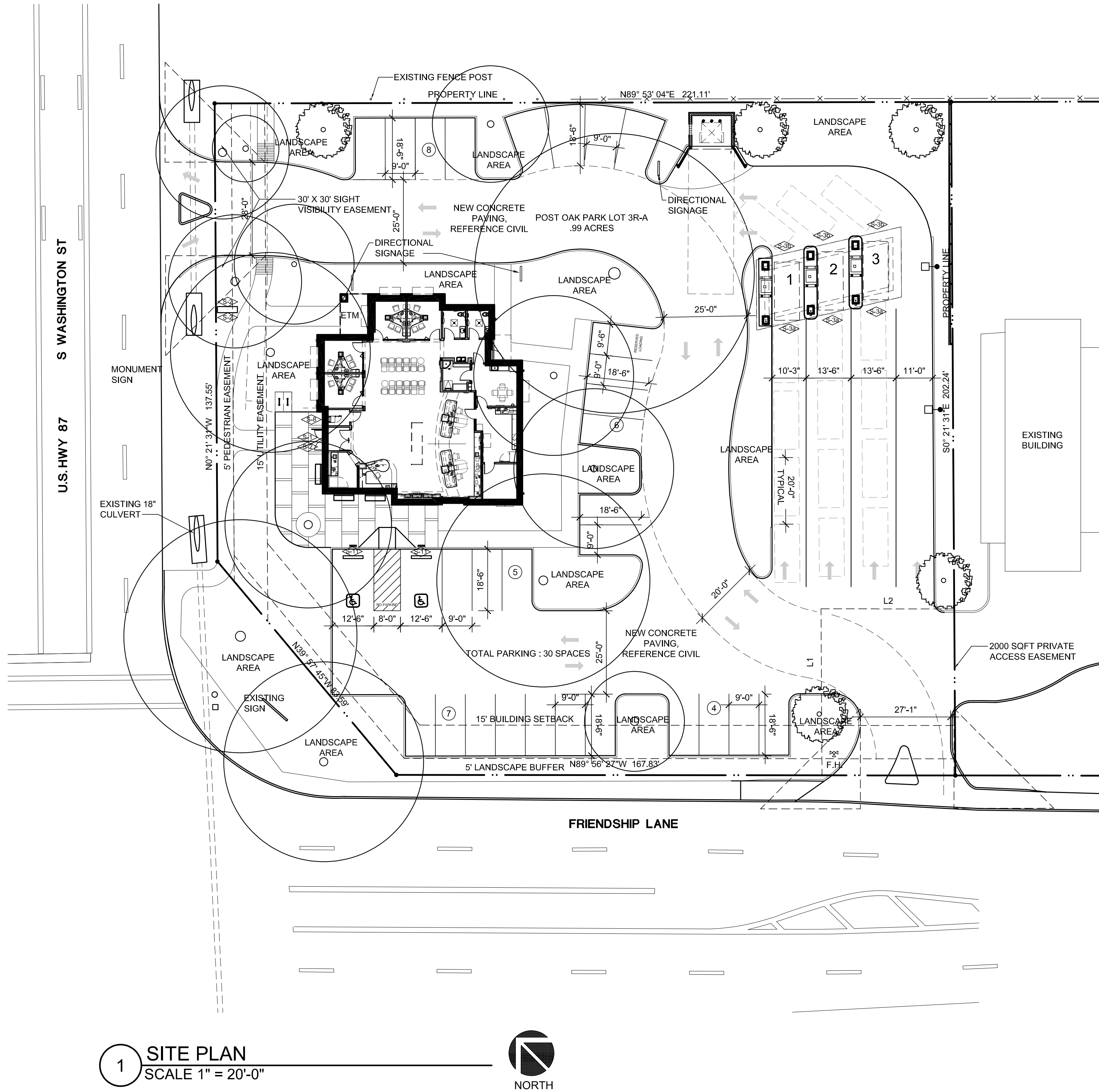
William McKamie, City Attorney

Date: July 12, 2024



Date: July 12, 2024

Clinton Bailey, City Manager



1 SITE PLAN
SCALE 1" = 20'-0"

OWNER INFORMATION

OWNER/DEVELOPER: RBFCU
ADDRESS: ONE IKEA-RBFCU PARKWAY, LIVE OAK, TX 78233
TELEPHONE: 210-637-4250

ZONING INFORMATION

LOT 3R-A OF POST OAK PARK
ZONING DISTRICT: C-2 COMMERCIAL, ENTRY CORRIDOR (U.S. 87)
LAND USE: CREDIT UNION WITH DRIVE THRU
FRONT SETBACK: 15'-0"
REAR SETBACK: 0'-0"
SIDE SETBACK: 15'-0"
MAXIMUM HEIGHT: 38'-0", 3 STORIES

SITE DATA

	REQUIRED	PROVIDED
SITE AREA		.99 ACRES
TOTAL BUILDING AREA WITH CANOPY		42,940 S.F.
BUILDING AREA WITHOUT CANOPY		3,369 S.F.
IMPERVIOUS COVER	80% MAX	75%
BUILDING COVERAGE	75% MAX	3,460/42,940
		8%

PARKING CALCULATION

	REQUIRED	PROVIDED
3,369 GROSS SQUARE FEET FINANCIAL INSTITUTION @ 1 SPACE PER 400 SQUARE FEET PER TABLE 7.663	8	30

NOTE: ALL EXTERIOR LIGHTING SHALL BE SKY NIGHT COMPLIANT AS STATED IN THE CITY OF FREDERICKSBURG CODE OF ORDINANCES 7.863

INDEX OF DRAWINGS

CIVIL	
	SITE PLAN EXHIBIT
LANDSCAPE	
L1.0	LANDSCAPE NOTES & DETAILS
L2.0	LANDSCAPE PLAN
TP1.0	TREE PRESERVATIONS NOTES
ARCHITECTURAL	
A1.1	SITE PLAN
A2.1	FLOOR PLAN
A3.1	EXTERIOR ELEVATION
A10.1	SIGNAGE
A01	FRONT ELEVATION
A02	REAR ELEVATION
A03	RIGHT ELEVATION
A04	LEFT ELEVATION
A05	DRIVE THRU CANOPY ELEVATIONS
ELECTRICAL	
E0.1	SITE PLAN- ELECTRICAL
E0.3	SITE PLAN- PHOTOMETRY

SITE PLAN

©2024 Chesney Morales Partners, Inc.
All rights reserved. No part of this document may be reproduced or utilized in any form without prior written authorization of Chesney Morales Partners, Inc.

THIS DOCUMENT IS INCOMPLETE AND IS NOT TO BE USED FOR REGULATORY, APPROVAL, PERMIT, OR CONSTRUCTION CHESNEY MORALES PARTNERS, INC. FREDERICK F. LIEDTKA TEXAS REG. 14727

REVISIONS		
NO	DATE	DESCRIPTION

A NEW BRANCH OFFICE for

RANDOLPH

BROOKS

Federal Credit Union

Fredericksburg, Texas

559 S. Washington

chesneymoralespartners,inc.

architecture | interior design

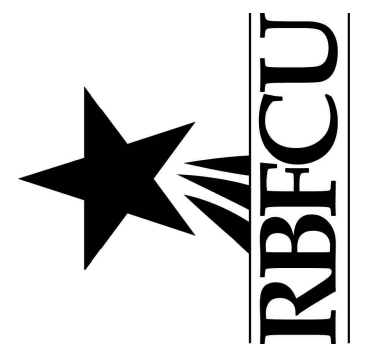
4901 Broadway, Suite 250 | San Antonio, Texas 78209
210.628.9481 | TBAE Firm BR1010

JOB NO:	2416
DATE:	05/29/24
DRAWN BY:	GCW
CHECKED BY:	FFL
SHEET	

A1.1

REVISIONS		
NO	DATE	DESCRIPTION

A NEW BRANCH OFFICE for
RANDOLPH BROOKS
Federal Credit Union
559 S. Washington
Fredericksburg, Texas



chesneymoralespartners, inc.
architecture | interior design
4901 Broadway, Suite 250 | San Antonio, Texas 78209
210.828.9481 | TBAE Firm BR1010

JOB NO: 2416
DATE: 05/29/24
DRAWN BY: GCW
CHECKED BY: FFL
SHEET

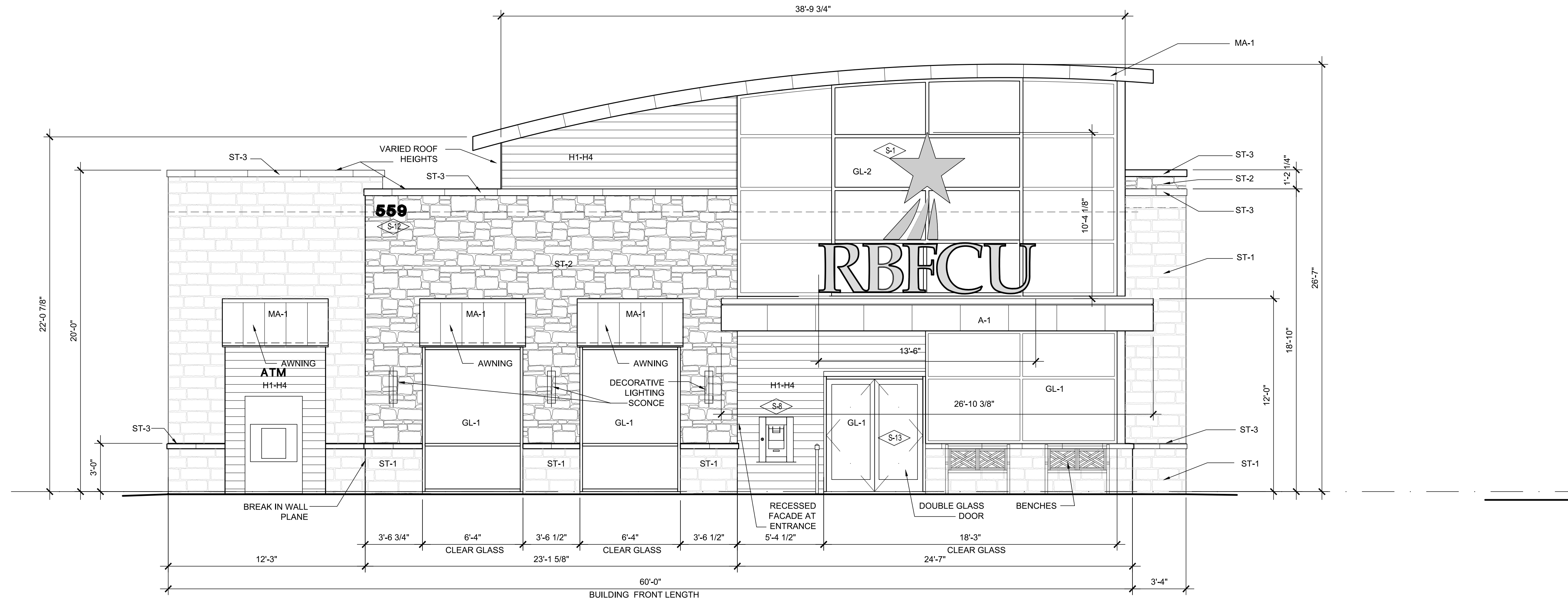
A3.1

EXTERIOR ELEVATIONS

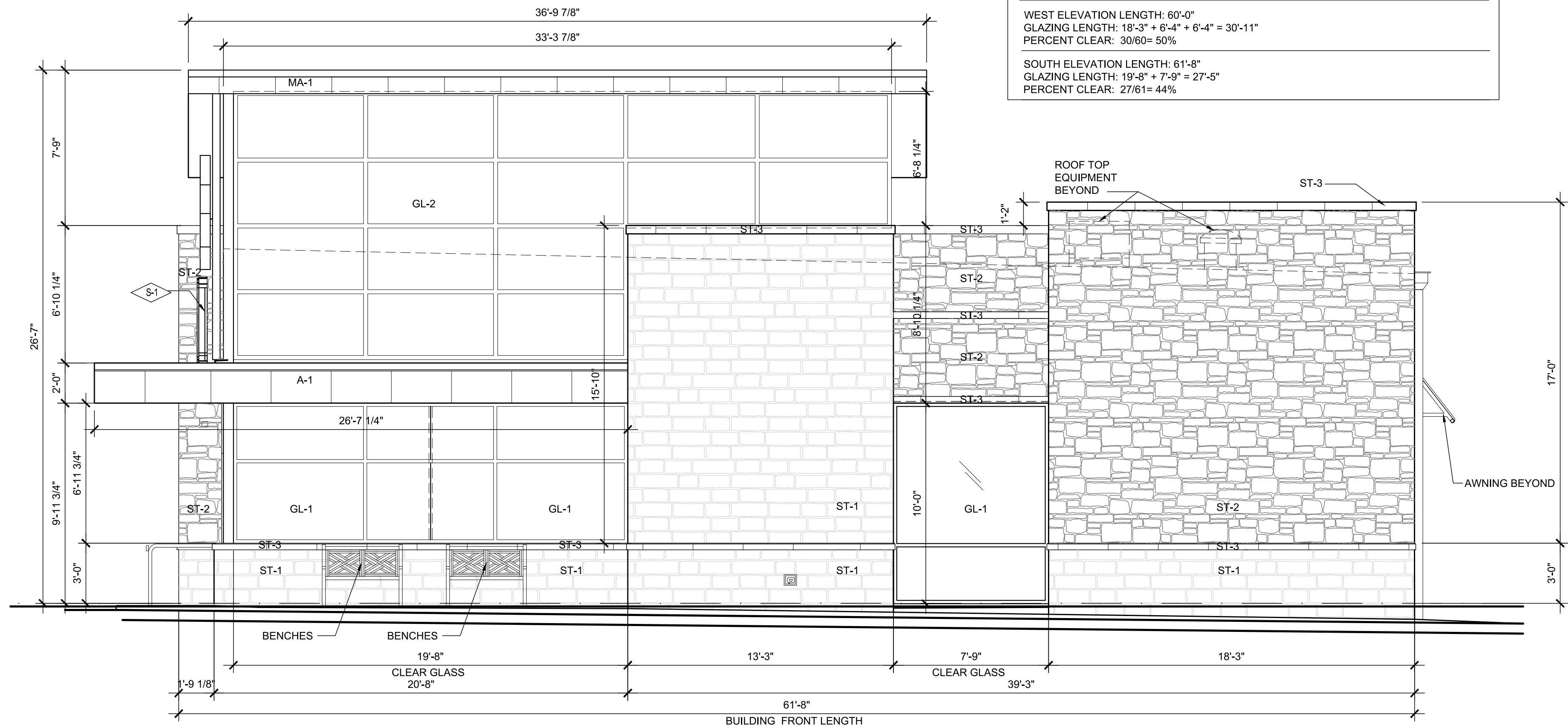
© 2024 Chesney Morales Partners, Inc.
All rights reserved. No part of this document may be reproduced or utilized in any form without prior written authorization of Chesney Morales Partners, Inc.

MATERIAL LEGEND

- ST-1: CORDOVA CREAM, CHOPPED FACE AND SIDES, RUNNING BOND, 4" THICK
- ST-2: LEUDERS WALNUT LIMESTONE, ROCK FACE, RANDOM ASHLAR, 4" THICK
- ST-3: CAST STONE, COLOR TO BE "BUFF"
- H-1: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK)
COLOR: BENJAMIN MOORE HC-80 BLEEKER BEIGE
- H-2: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK)
COLOR TO BE ICI A1838 MEADOWLARK
- H-3: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK)
COLOR TO BE ICI 515 AMERICAN EAGLE
- H-4: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK)
COLOR TO BE ICI 524 PALM SPRINGS TAN
- P-2: PAINTED STUCCO
COLOR TO BE ICI A1838 MEADOWLARK
- A-1: AT CANOPIES - PREFINISHED COMPOSITE ALUMINUM PANELS, TO MATCH LEADCOTE
- MA-1: AT ROOF AND AT AWNINGS - STANDING SEAM METAL ROOF, BERRIDGE MANUFACTURING CO., LEADCOTE, (20 YEAR FINISH WARRANTY)
- GL-1: CLEAR TEMPERED GLASS
CLEAR ANODIZED FRAMES
- GL-2: SOLARBAN 70XL ON SOLEXIA GLASS
CLEAR ANODIZED FRAMES



1 WEST ELEVATION - FACING U.S. HWY 87 (S. WASHINGTON ST.)
SCALE: 1/4" = 1'-0"

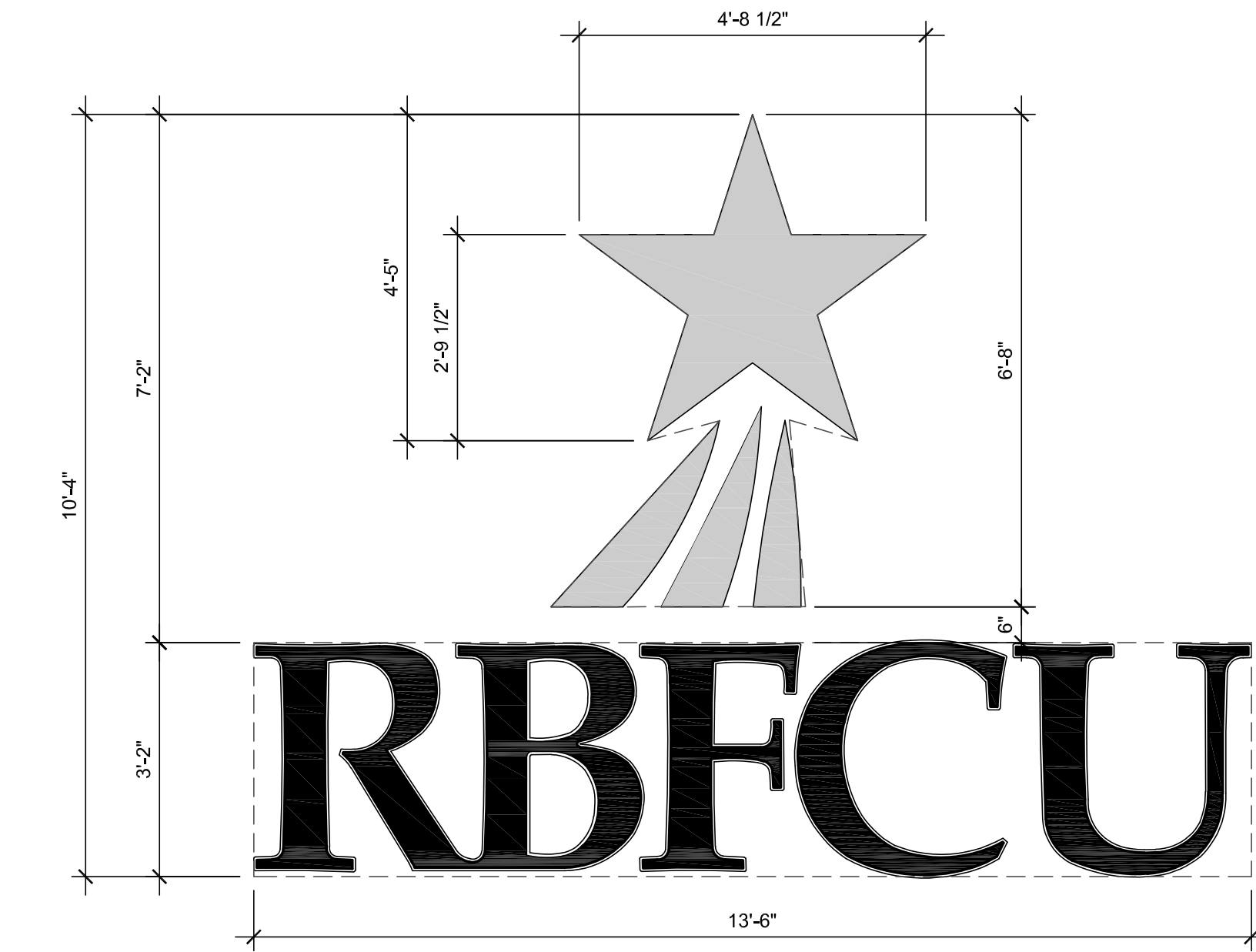


2 SOUTH ELEVATION - FACING FRIENDSHIP LANE
SCALE: 1/4" = 1'-0"

CLEAR NON TINTED GLAZING CALCULATIONS

WEST ELEVATION LENGTH: 60'-0"
GLAZING LENGTH: 18'-3" + 6'-4" + 6'-4" = 30'-11"
PERCENT CLEAR: 30/60= 50%

SOUTH ELEVATION LENGTH: 61'-8"
GLAZING LENGTH: 19'-8" + 7'-9" = 27'-5"
PERCENT CLEAR: 27/61= 44%



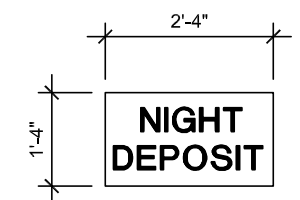
S-1

FRAME MOUNTED SYMBOL
NON-ILLUMINATED .125 ALUMINUM REVERSE CHANNEL SYMBOL WITH BACK, INDIVIDUALLY MOUNTED
ALUMINUM RETURNS 3" DEEP, PAINTED SILVER METALLIC.
ALUMINUM FACE PAINTED SILVER METALLIC.
MOUNT WITH NON EXPOSED HARDWARE ONTO FRAME PROVIDED BY GENERAL CONTRACTOR.
FIELD VERIFY MOUNTING LOCATION.
OWNER WILL PROVIDE ARTWORK FOR EXACT LAYOUT.

RBFCU
FRONT LIT, CHANNEL LETTERS WITH LED ILLUMINATION, INDIVIDUALLY MOUNTED.
FACES WILL BE WHITE LEXAN COVERED WITH TRANSLUCENT VINYL RBFCU BLUE (288C) WITH A 1/4" WHITE OUTLINE TRIM AROUND THE LETTERS. RETURNS WILL BE 3" DEEP, PAINTED CUSTOM COLOR. TRIM CAPS WILL MATCH FACES. ELECTRICAL POWER TO THE SIGN BY GENERAL CONTRACTOR.

ATTACHED WALL SIGN

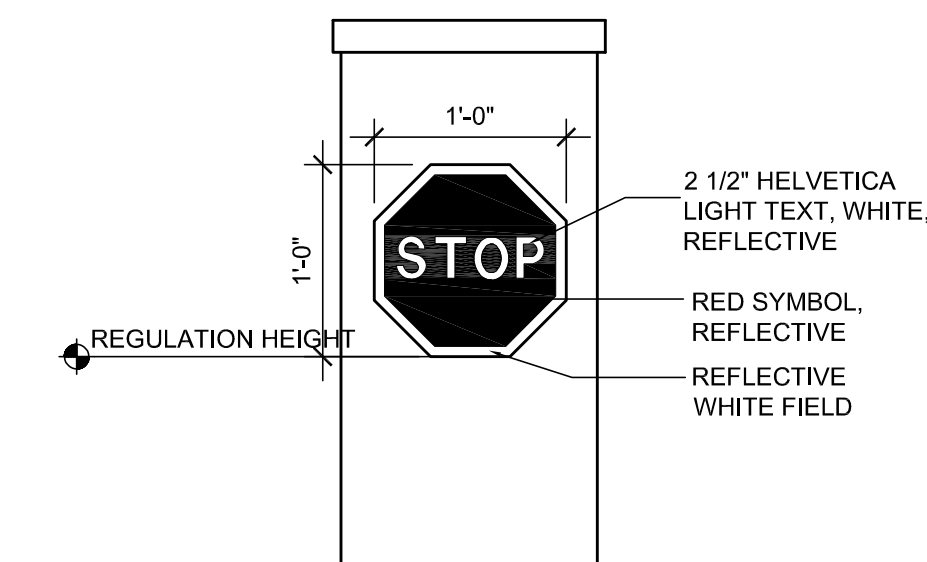
SIGN AREA 3 SQ.FT



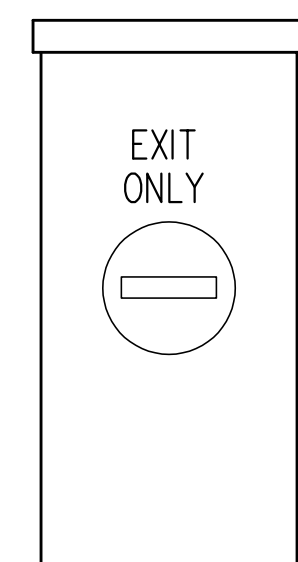
S-8

SINGLE FACED WALL MOUNTED
.125 ALUMINUM PANEL WITH
REFLECTIVE WHITE VINYL COPY
AND #313 DARK BRONZE
BACKGROUND
FLUSH MOUNT TO TOP OF NIGHT
DEPOSIT ENCLOSURE

NOTE: STANDARD TxDOT TRAFFIC SIGNS

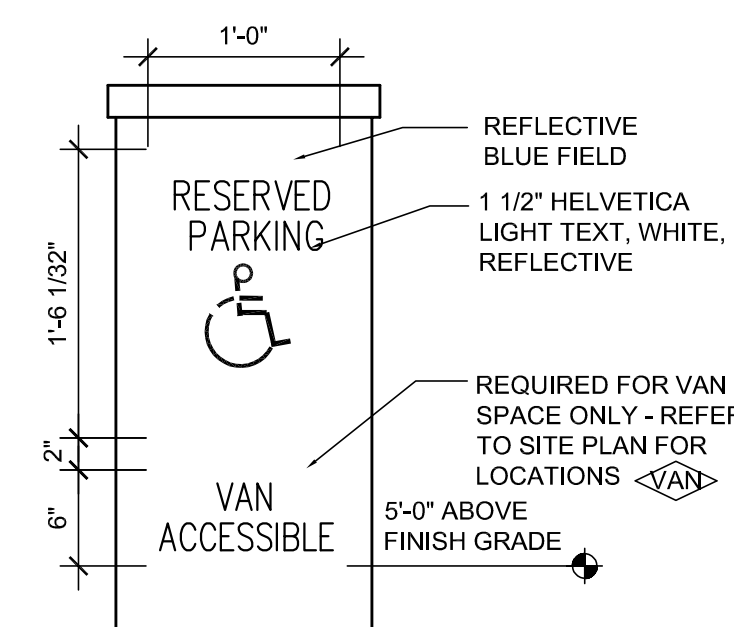


S-9

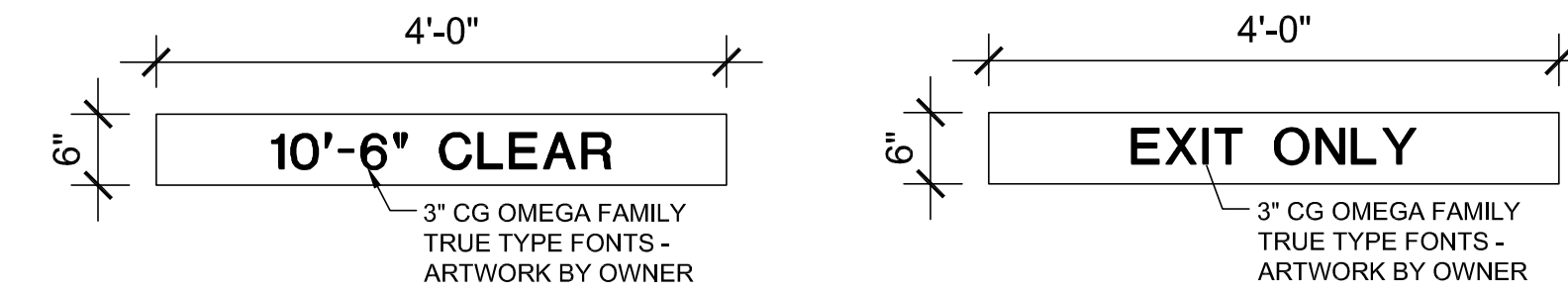


S-10

TRAFFIC SIGNS



S-11



S-3a

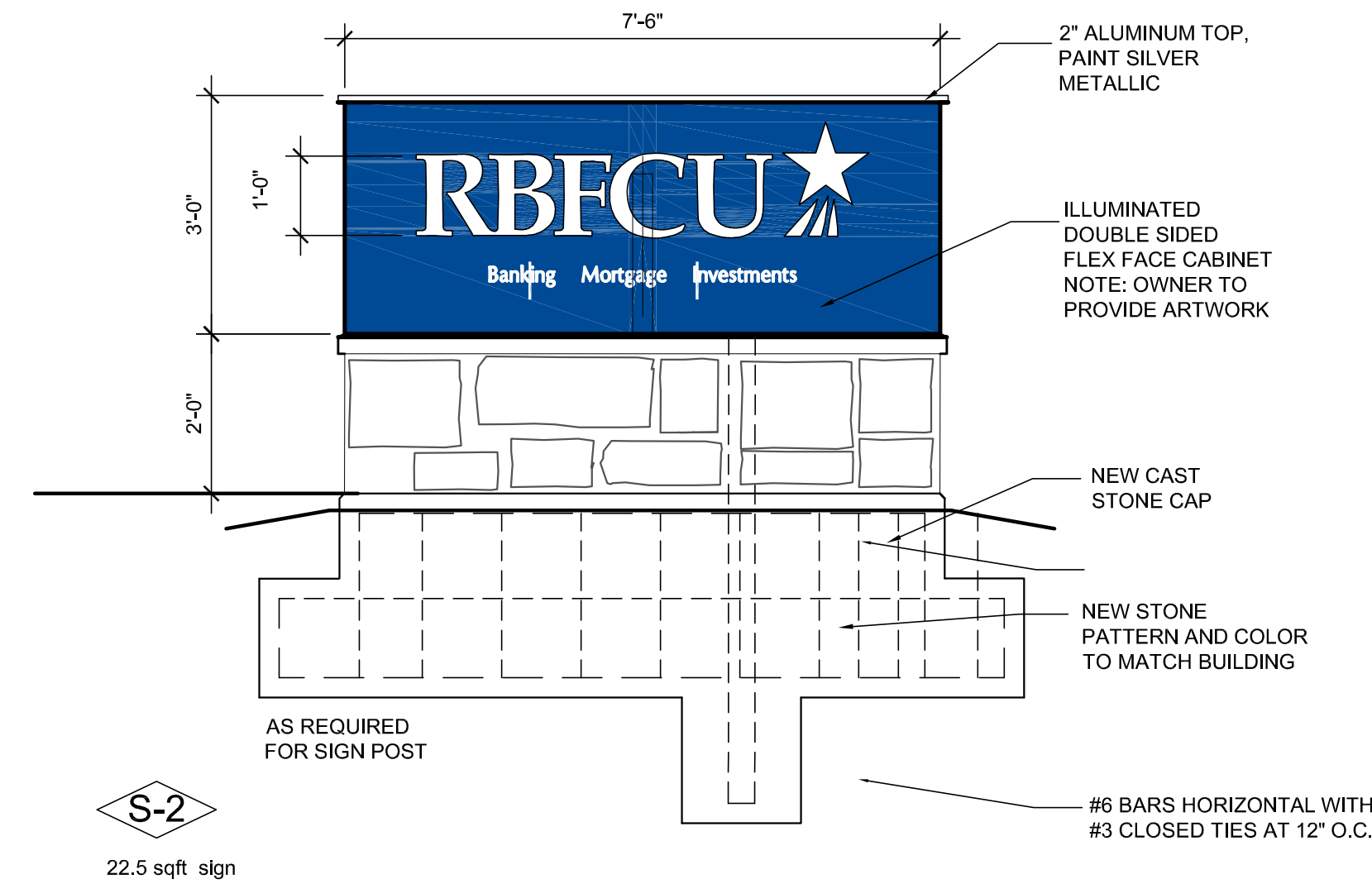
SINGLE FACED WALL MOUNTED .125 ALUMINUM PANEL WITH REFLECTIVE WHITE VINYL COPY AND #313 DARK BRONZE BACKGROUND FLUSH MOUNT TO EIFS WALL

S-3b

SINGLE FACED WALL MOUNTED .125 ALUMINUM PANEL WITH REFLECTIVE WHITE VINYL COPY AND #313 DARK BRONZE BACKGROUND FLUSH MOUNT TO EIFS WALL

* VERIFY HEIGHT ON SITE

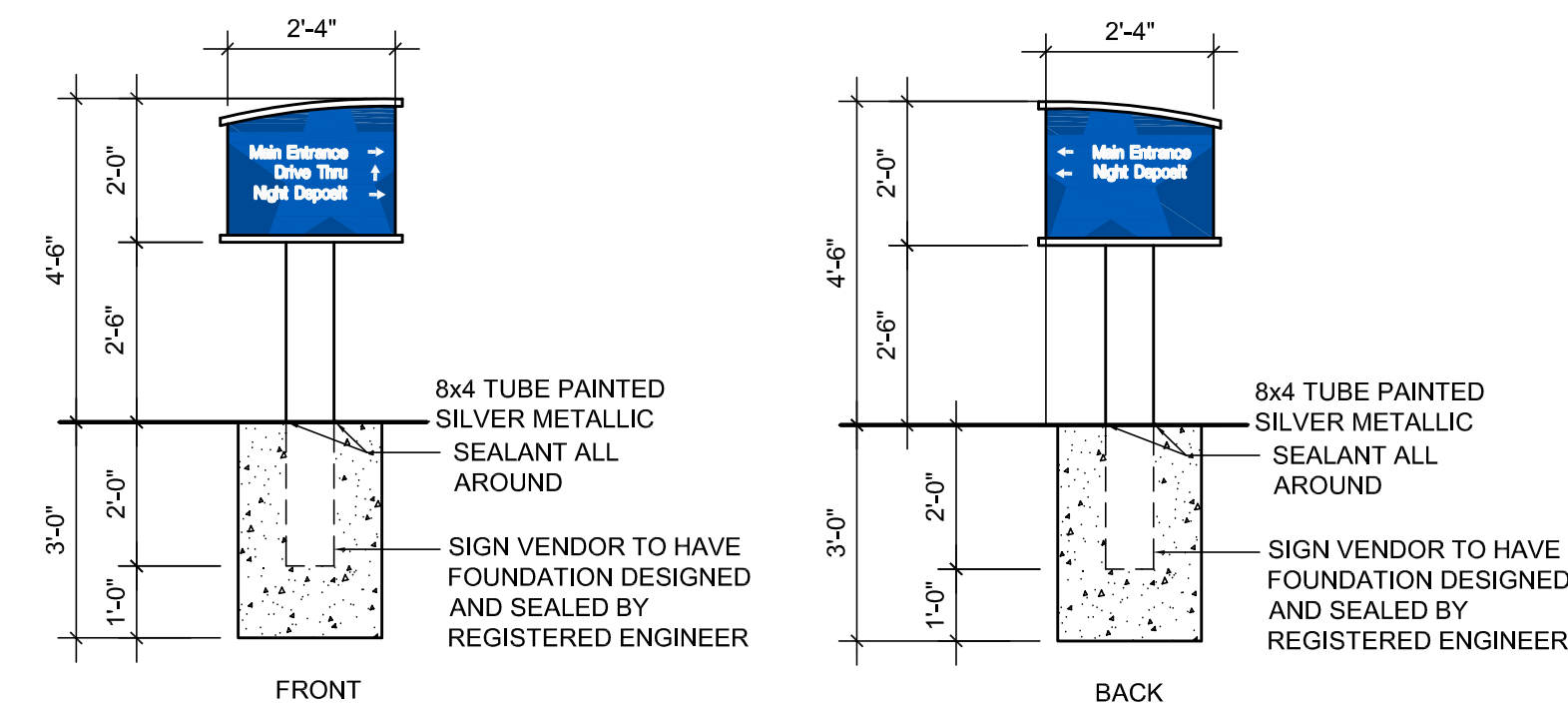
DRIVE THRU CANOPY SIGNS



S-2

22.5 sqft sign

MONUMENT SIGN



S-12

* 5" DEEP NON-ILLUMINATED ALUMINUM GROUND SIGN. CABINET TO BE PAINTED TWO TONED WITH STAR WATERMARK AND DECORATIVE SILVER ACCENT REVEALS. COPY IS "REFLECTIVE WHITE" VINYL LETTERING. MOUNT SIGN CABINET TO TUBE BELOW. ARTWORK PROVIDED BY OWNER.

TYPICAL DIRECTIONAL SIGN



S-12

S-13

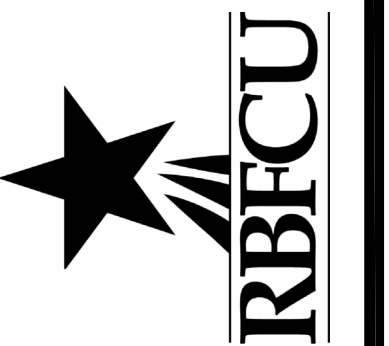
EXTERIOR SIGNAGE

©2024 Chesney Morales Partners, Inc.
All rights reserved. No part of this document may be reproduced or utilized in any form without prior written authorization of Chesney Morales Partners, Inc.

THIS DOCUMENT IS INCOMPLETE AND IS NOT TO BE USED FOR REGULATORY, APPROVAL, PERMIT, OR CONSTRUCTION CHESNEY MORALES PARTNERS, INC. FREDERICK F. LIEDTKA TEXAS REG. 14727

REVISIONS		
NO	DATE	DESCRIPTION

A NEW BRANCH OFFICE for
R ANDOLPH ☆ BROOKS
Federal Credit Union
559 S. Washington
Fredericksburg, Texas



chesneymoralespartners,inc.
architecture | interior design
4901 Broadway, Suite 250 | San Antonio, Texas 78209
210.828.9481 | TBAE Firm BR1010



JOB NO: 2416
DATE: 05/29/24
DRAWN BY: PAS
CHECKED BY: FFL
SHEET

A10.1



A NEW BRANCH OFFICE for
RANDOLPH  **BROOKS**
 Federal Credit Union
 559 S. Washington Fredericksburg, Texas

FRONT ELEVATION-FACING U.S. 87
 May 29, 2024



cmp chesneymoralespartners,inc.
 architecture | interior design
 4901 Broadway, Suite 250 | San Antonio, Texas 78209
 210.828.9481 | TBAE Firm BR1010
This document is incomplete and is not to be used for regulatory approval, permit or construction.
 Chesney Morales Partners, Inc., Frederick F. Liedtka Texas Reg. 14727



A NEW BRANCH OFFICE for
RANDOLPH  **BROOKS**
 Federal Credit Union
 559 S. Washington Fredericksburg, Texas

REAR ELEVATION
 May 29, 2024



cmp chesneymoralespartners,inc.
 architecture | interior design
 4901 Broadway, Suite 250 | San Antonio, Texas 78209
 210.828.9481 | TBAE Firm BR1010
This document is incomplete and is not to be used for regulatory approval, permit or construction.
 Chesney Morales Partners, Inc., Frederick F. Liedtka Texas Reg. 14727



A NEW BRANCH OFFICE for
RANDOLPH  **BROOKS**
 Federal Credit Union
 559 S. Washington Fredericksburg, Texas

RIGHT ELEVATION - FACING FRIENDSHIP LN
 May 29, 2024



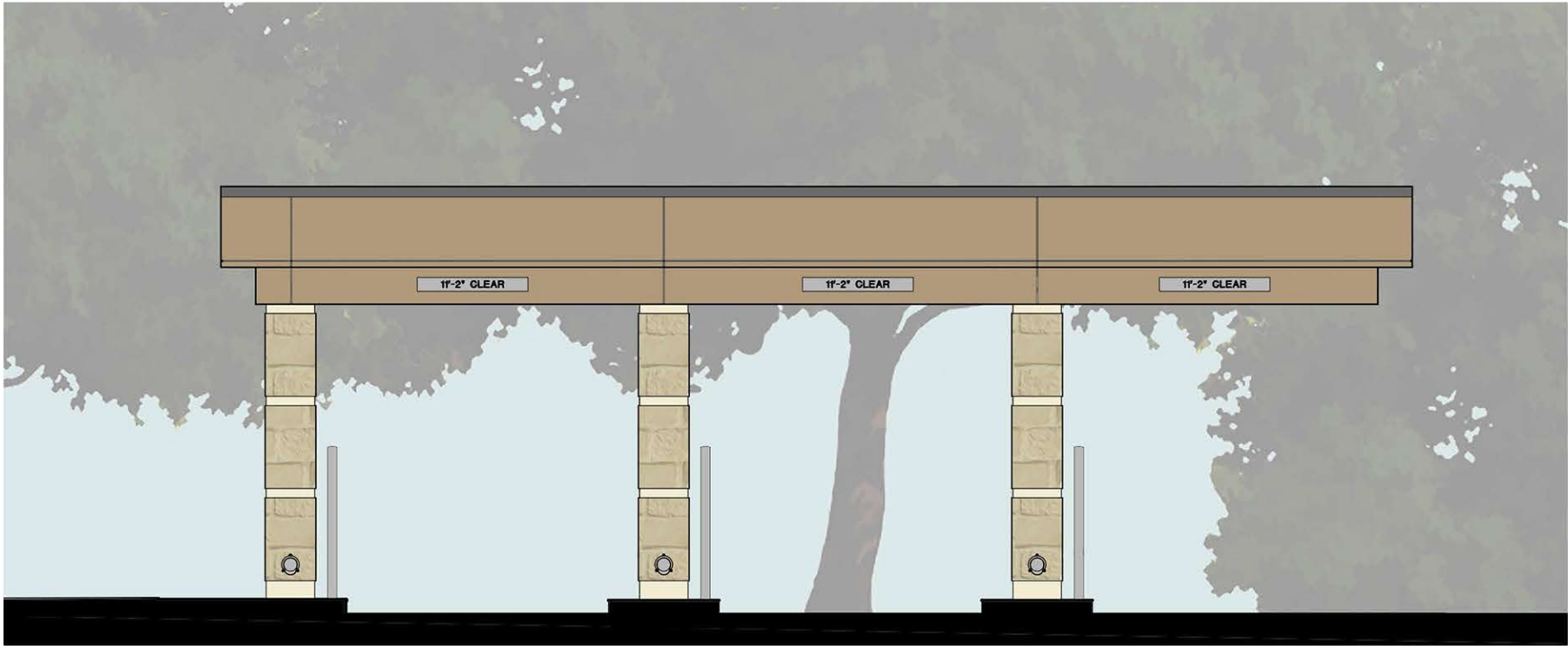


A NEW BRANCH OFFICE for
RANDOLPH  **BROOKS**
 Federal Credit Union
 559 S. Washington Fredericksburg, Texas

LEFT ELEVATION
 May 29, 2024



cmp chesneymoralespartners,inc.
 architecture | interior design
 4901 Broadway, Suite 250 | San Antonio, Texas 78209
 210.828.9481 | TBAE Firm BR1010
This document is incomplete and is not to be used for regulatory approval, permit or construction.
 Chesney Morales Partners, Inc., Frederick F. Liedtka Texas Reg. 14727



ENTRANCE DRIVE THRU CANOPY



SIDE VIEW DRIVE THRU CANOPY



EXIT DRIVE THRU CANOPY



A NEW BRANCH OFFICE for
RANDOLPH  **BROOKS**
Federal Credit Union
559 S. Washington Fredericksburg, Texas

DRIVE THRU CANOPY ELEVATIONS
May 29, 2024



This document is incomplete and is not to be used for regulatory approval, permit or construction.
Chesney Morales Partners, Inc. , Frederick F. Liedtka Texas Reg. 14727

Narrative and Operational Plan

The proposed project is the new construction of a financial institution for Randolph Brooks Federal Credit Union. The project is located at the northeast intersection of US 87 (S. Washinton St.) and Friendship Lane. The physical address is 559 S. Washington St, Fredericksburg, Texas. It is platted as Lot 3R-A of Post Oak Park and is approximately 0.99 acres.

The site is zoned C-2 - Commercial, which allows the proposed use of Credit Union with drive-through with a Conditional Use Permit. The site is adjacent to a Historic Property. It is also subject to the Entry Corridor Design Guidelines and Standards. A narrative addressing each standard and guideline follows this overview.

The proposed branch will consist of 3,355 square feet building and a detached 3 lane drive through canopy behind the building. The total area of construction area of both structures is 4,265 square feet. An Electronic Teller Machine (ETM) will be located at the front of the building to accommodate pedestrian traffic.

The building will be oriented so the front faces S. Washington St. The area in front of the building will have enhanced pavement and an open space area with seating. We are proposing to save an existing tree as a focal point for this plaza. This area will connect to the proposed sidewalk along S. Washington.

The building design has a curved roof element that is a signature feature to the RBFCU buildings. In addition to brand recognition, this 360-degree roof element provides screening of the roof top mechanical equipment.

The hours for this branch have not been determined yet. Typically, the Lobby is open Monday thru Saturday, between 9:00 a.m. and 5:00 p.m. The drive thru will have extended hours, typically an additional hour to two hours beyond the Lobby hours. There will be an ATM available 24 hours/ 7 days a week.

We will be requesting variances from the Board of Adjustment for Signage and for Lighting.

Entry Corridor Design Standards and Guidelines Narrative

Section 1 Architectural Style

Standards

1.1 – Adhere to the Historic District Guidelines when rehabilitating designated historic landmark buildings or potential historic buildings.

The property is currently undeveloped and does not contain a historic landmark building or a potential historic building.

1.2 – The architectural style of the entry corridor should be reflective of the Texas Hill Country aesthetic.

The style of the new facility will be Texas Modern and the dominate material will be Texas limestone with accents of metal, plaster, and cement board.

Guidelines

1.3 – New designs should be compatible with the design traditions of the established neighborhoods and regional Texas Hill Country aesthetic. It is not the intent of these guidelines to require that new buildings copy older building styles. Therefore, use traditional building forms and broader similarities of design in order to be compatible with existing buildings in the area that reflect the traditional context.

The prototypical RBFCU has incorporated a large quantity of stone to follow traditional design within the Texas Hill Country aesthetic.

1.4 – The use of standardized “corporate” architectural designs associated with chain or franchise buildings (prevalent with restaurants, service stations and retail stores) is strongly discouraged and alternative designs consistent with this design manual may be required.

With its massing and use of Cordova Cream and Lueders limestone, the prototypical RBFCU is already very sympathetic to the Texas Hill Country aesthetic. This aesthetic has been strengthened by the addition of standing seam awnings at each window and clear glass at the pedestrian level.

Section 2 – Architectural Materials

Standards

2.1 – Buildings shall employ authentic, textured materials, compatible with the traditional Hill Country aesthetic. Highly reflective materials are unacceptable, because of their tendency to create uncomfortable glare conditions,

The building façades are primarily Cordova Cream and Lueders limestone. The standing seam roof is either Lead Cote which is in the mid grey range. The entrance canopy that wraps around the side of the building is anodized aluminum. The elevations facing Washington TSt, and Friendship lane have clear glazing at the pedestrian level. There will also be Solexia by Vitro Architectural glass, which has a low reflectivity. This will occur above the 10'-0" pedestrian datum (defined by ceight of entrance canopy) and at the two elevations not facing streets. There is a minimal amount of hardi-plank siding, which will be painted in neutral colors. The drive thru canopy will be painted EIFS supported by stone pilasters

2.2 – Abide by Historic District Guidelines for preserving historic buildings.

The property is currently undeveloped and does not contain a historic landmark building or a potential historic building.

2.3 – Use original materials, retain and preserve significant architectural features, ensure the maintenance of the building’s historical character. (per Historic Design Guidelines).

The property is currently undeveloped and does not contain a historic landmark building or a potential historic building.

2.4 – Do not create a false sense of era or appearance with replacement of metal details or features that are not based upon any historical evidence (per Historic Design Guidelines).

The property is currently undeveloped and does not contain a historic landmark building or a potential

historic building.

Guidelines

2.5 – Select materials native to the Hill Country, such as cedar, limestone and brown sandstone.

Limestone is the dominant material of the building.

2.6 – New developments should choose materials that offer texture and avoid monotonous faces to add visual interest and reduce its apparent scale.

The limestone is provided in two different colors and patterns, (running bond and random ashlar). The entrance canopy composed of clear anodized aluminum composite panels, contrasts with the limestone. The painted Hardie Plank siding uses harmonious color allowing its thin stripes to provide visual relief from the limestone

Section 3 – Architectural Colors

Standards

3.1 – Choose colors used traditionally in Fredericksburg such as muted shades of greens, blues, and tans (Historic Design Guidelines).

Several muted shades of tan shall be selected. These colors will be similar to the following (please refer to rendered elevations, also):

Benjamin Moore HC-80 Bleeker Beige

ICI A1838 Meadowlark,

ICI 515 American Eagle,

ICI 524 Palm Springs Tan

3.2 – Use color to coordinate façade elements in an overall composition and tie all of the building elements together.

The selected colors are within the range of shades typically found in the selected limestone that comprises the primary building material.

3.3 – Reserve bright colors for accents only. Limit the use of bright colors to no more than 15 percent of the overall exterior building façade.

There are currently no bright colors planned for any of the elevations.

Guidelines

3.4 – Predominate building colors should be of earth tones, but may be accented with brighter colors to provide color variation, punctuation, and eclecticism unique to Fredericksburg

The majority of the colors selected shall be of earth tones which draw from the natural shade variation of the limestone and provide color differentiation.

Section 4 – Architectural Features

Standards

4.1 – Blank or featureless walls will not be approved along parks, plazas, entry corridors or side streets.

The façades facing S. Washington St. and Friendship Lane have the following design elements that add visual interest:

- Vertical and horizontal articulation,
- Entrance canopy,
- Limestone of two different colors and coursing patterns, and
- Cast stone trim and coping caps.

The façade facing S. Washington has these additional features:

- Standing seam awnings at windows,
- Accent material of painted hardi-plank.(cementitious fiberboard)

4.2 – Design buildings with a “human scale” by using architectural enhancements. The building facade facing the parks, plazas, entry corridors or side streets shall have visible, clearly defined customer entrances that include at least three of the following elements: canopies or porticos, overhangs, recesses or projections, arcades, raised cornice parapets over the entrance door, distinctive roof forms, arches, outdoor patios or plazas, display windows, or integral planters.

In order to create a human scale, the façades facing S. Washington St. and Friendship Lane have the following:

- Canopy that indicates the location of the entrance,
- Curved roof feature, and
- The entrance plaza will have concrete enhanced with integrally colored concrete and a pattern that differentiates the plaza from ordinary sidewalk locations.

4.3 – Use original materials, retain and preserve significant architectural features, ensure the maintenance of the building’s historical character. (Historic Design Guidelines)

The property is currently undeveloped and does not contain a historic landmark building or a potential historic building.

4.4 – Windows and doors shall be equally spaced and provide rhythm along the façade of the building. Windows and doors are equally spaced and provide rhythm along the façade of the building

4.5 – With exception of historic or potential historic landmarks, at least 40 percent of the ground floor façade facing parks, plazas, entry corridors or side streets shall be constructed of clear and non-tinted windows.

Along S. Washington St, 66% of the building frontage length will be clear non-tinted glass. 47% of the frontage length along Friendship Lane will be clear non tinted glass. Above the 10'-0" datum defined by the entrance canopy, there will be Solexia by PPG.

4.6 – For any multi-tenant commercial development, a covered arcade/structural canopy shall be provided along the front facade of the building. Arcades are covered walkways connected to the principal building. They should be a minimum of five feet in width and designed to provide covered areas for relief from the weather. Different arcade/structural canopy designs may be used for each individual tenant/business within a multi-tenant commercial development provided that they blend aesthetically with the front facade of the building.

The proposed building is a single tenant building.

Guidelines

4.7 – Choose features that fit the scale of the building and its surroundings.

Light fixtures, canopy design, and standing seam awnings are all compatible with the scale of the building and its surroundings.

4.8 – If a shed roof or flat roof design is used, add a parapet wall to screen the roof.

Parapet walls screen the flat roof.

Section 5 Massing and Scale

Standards

5.1 – Break up the front of large retail buildings by dividing it into individual bays 25 to 40 feet wide.

This is a small retail building, however, the front façade is articulated horizontally so that no segment is over 25' long, which is an appropriate massing for this size building.

5.2 – Use variation in materials, textures, patterns, colors, and details to break down the mass and scale of a building

All façades have a continuous cast stone trim at 3'-0", limestone of two different colors and coursing

patterns, and cast stone coping caps. The standing seam awnings and the entrance canopy bring the scale of the building to a human level.

5.3 – Building mass shall be used that is appropriate to the site. Buildings of the greatest footprint shall be located towards the center of a development where the impact on adjacent uses is the least.

The building area is 3,355 sf and the calculated site area is .99 acres (41,382 s.f.). The Floor Area Ratio (FAR) is 0.075:1.00 (7.5%).

5.4 – Each building shall have sufficient facade relief and interruption every 30 feet so as to provide visual architectural interest.

Horizontal and vertical articulation is used on all sides of the building. Three facades have articulation so that no segment is over 25' long. The fourth façade (facing the back of the site,) has one segment that is 43'-5" long. This façade is broken into human scale with the incorporation of a window with awning. Additionally, the length of this façade is visually broken by the two downspouts on either end.

Guidelines

5.5 – When making transitions to lower density areas, modulate the mass of the building to relate to smaller buildings.

The existing area is not very dense, but the building provides articulation both vertically and horizontally.

5.6 – Faux windows and similar details are not appropriate articulation.

Faux windows are not used as articulation.

5.7 – Buildings are encouraged to be contiguously arranged along the street face, and large breaks between buildings in identified development sites should be avoided

The proposed building is on a separate lot from the adjacent buildings and each lot is a separate development.

Section 6 – Signage

Standards

6.1 – A landscaped base area shall be provided for monument or ground signs appropriate to the mass and height of the sign. All areas within 5 feet of the base of any sign shall be landscaped. The landscaped area may include trees, shrubs, flowering perennials, ornamental tall grass, fountains, water features, decorative stonework, planters, sculpture and decorative paving.

All monument, or ground signs will have appropriate landscaping, see attached sheet L2.0..

Guidelines

6.2 – A minimal number of colors should be used per sign where possible. Bright colors should be reserved for accent only.

A minimal number of colors are used per sign. Please see attached sheet A10.1

6.3 – Integrate signs into building and site design so they do not appear as an afterthought.

The front sign is an integral part of the RBFCU front façade. The monument sign is kept low and integrated into the surrounding area with a stone base and landscaping.

6.4 – Attached signs should be located above the building entrance, storefront opening, or at other locations that are compatible with the architectural features of the building

The front entrance sign is above the front canopy and is an important part of the elevation.

Section 7 – Building Height

Standards

7.1 – Use existing height standards from the Zoning Ordinance.

Building height design standards met

Guidelines

7.2 – Work with the existing streetscape and define heights that are appropriate to create a welcoming environment and consistency.

Design shall incorporate existing streetscape

7.3 – Use building height to define neighborhood and district edges, and to provide a “human scale.”

Building height shall follow zoning ordinance and define neighborhood and district edges and provide “human scale”

7.4 – Floor to floor heights of a building can have an impact on the mass of the building. Typical ceilings in a residence are 8-9 feet. First floor of office buildings or retail shops can range from 10-15 feet. Upper floors that include residential or office are generally 8-12 feet in height. Actual or implied floor-to-floor heights above 15-20 feet on the exterior should be avoided, as a building may begin to lose its “human scale” appearance.

The proposed building is a single story with 10'-0" ceilings. Additional height is provided at the lobb, but this does not affect the elevations. The bottom of the entrance canopy and standing seam awnings provide a 10'-0" datum to provide scale.

Section 8 – Setbacks

Standards

8.1 – Doors and entryways shall be constructed facing the entry corridor and any side streets. Secondary entrances may be constructed to allow convenient access from secondary streets, adjacent buildings, sidewalks or parking.

The main entrance faces S. Washinton St. / U.S. 87 / the Entry Corridor. This plaza is connected to the existing sidewalk at the intersection of S. Washinton and Friendship Lane.

Guidelines

8.2 – The front door should connect to the sidewalk along the entry corridor.

There is a plaza at the front entrance. This plaza is connected to the existing sidewalk at the intersection of S. Washinton and Friendship Lane. This sidewalk is proposed to be extended to the northern property line with a sidewalk that curves to save existing trees.

8.3 – In areas adjacent to or near the Historic District, new buildings should match adjacent building setback in order to preserve the Historic District character and to encourage walkability.

The property is not in or near the Historic District.

8.4 – A contiguous building arrangement without large breaks between buildings along the street face is encouraged.

The proposed building is on a separate lot from the adjacent buildings and each is a separate development.

Section 9 – Landscaping

Standards

9.1 – Landscaping, including planting and trees, shall be provided as a buffer between the street and parking area.

All parking area are buffered from the street with plantings and trees.

Guidelines

9.2 – To create a cohesive tree canopy that provides for consistent shade, street trees should be planted a minimum of every 50 feet on center (centered between the curb and sidewalk). The same amount of trees may also be clustered in groups.

Four existing trees are being used along US HWY 87 (South Washington Street) frontage of 137.55' between the curb and sidewalk.

9.3 – Native, drought tolerant and adapted landscape species should be used to the greatest extent possible.

Native, drought tolerant and adapted landscape species have been proposed.

9.4 – A minimum of 50 percent of the plant species should be selected from the approved plant list.

Over 50 percent of the plant species have been selected from the approved plant list.

9.5 – Minimize impervious coverage to reduce the need for energy and water consumption.

Impervious coverage has been reduced to the minimum.

9.6 – Utilize parks, open spaces and natural areas as buffers between incompatible uses or as a means of maintaining natural viewsheds.

The natural areas with trees have been maintained to act as buffers between the streets and building areas, maintaining a natural view shed.

9.7 – Planting is preferable to turf within the right-of-way, including spaces between sidewalks and the street. Landscaping between the curb and sidewalk should be no taller than 24 inches tall and trees should be limbed up 7.5 feet above the sidewalk in the sight distance triangle.

No plantings are over 24" tall and all existing trees will be limbed up to 8'-0" minimum between the curb and the sidewalk.

9.8 – Every effort should be made to protect underground utilities such as water, sewer, phone and cable from tree or plant roots.

Root Barriers will be placed on new trees in proximity to underground utilities.

9.9 – Restoration of natural areas is strongly encouraged during new development and, to the extent possible, redevelopment.

The natural areas are being enhanced with native and adaptive plantings.

9.10 – Wherever possible, parks should take advantage of existing mature vegetation by preserving it and incorporating it as a feature of the park to maximize use of shaded areas.

Proposed walkways and parking areas have been redesigned to take advantage of existing, mature vegetation and incorporating it as a feature of the project.

9.11 – Minimize grading and preserve existing vegetation whenever possible.

Grading has been minimized to preserve existing vegetation when possible.

9.12 – Landscapes should be irrigated to establish planting and provide the correct water levels to support the long term growth of landscape. Irrigation systems should use efficient water methods, group planting by similar watering needs, and use moisture sensors to control the use of water.

All new plantings and vegetation shall be irrigated with an automatic, underground irrigation system, using drip irrigation in the beds, tree bubblers on trees, and rain sensors at the controller.

9.13 – Root barriers should be used in planting areas between the sidewalk and street which are less than 10 feet in width.

Root Barriers will be placed on new trees in areas between the sidewalk and street which are less than 10'-0" in width.

Section 10 – Lighting

Standards

10.1 – Lighting fixtures should be selected from the International Dark-Sky Association Approved Fixtures. Exterior light fixtures have been selected from the International Dark Sky Association's list of Approved Fixtures. See attached cut sheets. All exterior fixtures are full cutoff with shielding.

Guidelines

10.2 – Lighting should be used to provide illumination for the security and safety of on-site areas such as parking, loading/unloading, pedestrian pathways and working areas. Excessive use of lighting fixtures is prohibited.

Lighting meets IES recommendations, Texas ATM act, and local lighting ordinance guidelines

10.3 – Fixture style and location should be compatible with the building's architecture, site design and landscape design. Decorative fixtures are highly recommended and where warranted, may be required. Light fixture style should be consistent throughout the project.

Accent lighting is used to accentuate the architecture where possible and in accordance with guidelines.

10.4 – Light fixtures should be located facing away from adjacent sites (particularly residential parcels) so that the light does not spill-over onto abutting properties. Parking and building light fixtures should be cut-off luminaries that have less than 90 degree cut-off so that the light is not emitted horizontally or upward.

Light fixtures are full cutoff with shielding to minimize glare and visual acuity to the light source. Photometrics have been done to comply with Texas ATM act requirements and some light trespass occurs only to the extent to meet the ATM act safety requirements

10.5 – Projects located near residential or open space areas should use low intensity/wattage lights and all lighting is to be extinguished or reduced in intensity 30 minutes after the close of business.

Project has night setback time clock as applicable.

10.6 – Off-site street lighting may be required over driveways to provide safe entrances and exits.

Lighting has been designed to accommodate safety and security within dark sky guidelines.

10.7 – Decorative seasonal lighting encouraged.

Will incorporate owner access to receptacles for temporary seasonal lighting

Section 11 – Service Areas

Standards

11.1 – Loading/unloading areas shall be clearly identified by installing no parking signs and/ or striping of the space. The areas must be located in the rear or the sides of the building and shielded so that they are not visible from the street. The size and number of the loading/ unloading areas must be consistent with the requirements of the Zoning Ordinance.

One loading space is provided and will be striped and marked as a loading space

Guidelines

11.2 – All trash, recycling and utilities facilities should be visually and acoustically screened from pedestrian rights of way.

The trash dumpster will be enclosed by a 6'-0" high enclosure with solid gates. Existing trees and new planting will provide additional screening for the dumpster and the electric panels, which are located on the back of the building.

11.3 – Screening should be achieved through the installation of a wall or fence six foot in height or a height sufficient to obscure the area or equipment, whichever is less.

Dumpster will be enclosed by a solid 6' high wall with solid gates. A fence will also be provided at areas designated on the drawings.

11.4 – Screening may be provided by using a semi-opaque fence, solid vegetative surface or combination of both.

Existing trees and new planting will provide screening. The dumpster is at the north west corner of the site to limit views from the right of way.

11.5 – The height of screening plants should be based on typical plant size within five growing seasons. Plants will reach a height of 48" within five growing seasons.

11.6 – All roof-top equipment should be screened from entry corridors, side streets, plazas and parks.

Tall roof top equipment is fully screened from pedestrian view by the curved roof element that is a signature feature to the RBFCU buildings. The remainder of the roof top equipment (all of which is under 27" tall) will be located towards the back of the building to take advantage of the screening provided by the 36" high parapet.

11.7 – It is encouraged to provide a separate waste and recycling unit to encourage environmental sustainability and support efforts to reduce, reuse, and recycle in Fredericksburg. The City of Fredericksburg Recycling Center provides recycling and safe disposal options. Fredericksburg Shines has compiled a list of items that can be recycled along with the location where that recycling occurs.

RBFCU provides recycling containers inside the office area for employee use

Section 12 – Parking

Standards

12.1 – When a property abuts a creek, a 10 foot landscaped buffer shall be provided between the parking lot and the creek, where applicable. Utilize rain gardens and/or plant species that filter toxins between the parking lot and the creek.

The property does not abut a creek.

12.2 – All parking shall comply with the most current American with Disabilities Act (ADA) standards and regulations.

Two accessible parking spaces, one of which is van accessible, are provided. An access aisle and curb ramp provide access to the pedestrian walk that leads to the building. These spaces and aisle will be

striped and signed per TAS requirements. Slope and cross slope at these spaces does not exceed 2%.

12.3 – Whenever parking areas/drive aisles are connected to adjacent sites, the circulation must provide for similar direction of travel (both vehicular and pedestrian) and parking stalls to reduce conflict at points of connection.

The existing drive that connects the adjacent property along Friendship Lane accommodates two-way traffic from both the proposed site and the adjacent site.

The existing sidewalk at the adjacent property extends along Friendship Lane to the intersection of S. Washington St. No modifications to it are currently proposed.

We are proposing to extend the existing sidewalk that is in the right of way at the intersection of S. Washington St. and Friendship Lane to the northern property line. Although there is a platted Pedestrian Easement, we are proposing to wind the sidewalk through the existing trees, in an effort to save the trees.

12.4 – Pedestrian walkways connecting to adjacent development shall be provided.

An existing sidewalk exists along Friendship Lane. A new sidewalk is proposed along S. Washington St.

12.5 – A minimum of a 4" diameter tree per 8 parking spaces shall be planted in planting beds located in the corners of parking lots and 'islands.'

A number of existing trees are scheduled to remain in order to provide an established landscape.

Additionally, (2) new 4" trees are proposed to be planted at the parking lot.

12.6 – Continuous, 5' sidewalks must be provided along the full length of the building featuring customer entrances and along any façade facing public parking areas.

Guidelines

12.7 – Parking should be located behind buildings or on the side.

The front of the building faces Washington St. There is no parking along this side.

12.8 – Bicycle parking facilities should be provided at all new development that occurs on any street intersection. The design, color, and materials must coordinate with other site elements and must be well-lit for night time uses.

Two bicycle racks (accommodating a total of 4 bikes) are provided near the entrance of the building.

12.9 – Parking areas abutting properties residentially used or designated should be separated by a landscape buffer a minimum of 10 feet in width. In addition to landscaping, perimeter earth berms are recommended as an effective way to reduce the visual impact of surface parking lots.

The existing adjacent properties are Zoned C-2 Commercial and are currently used for commercial purposes (an accounting firm to the north and a car wash to the east).

12.10 – At least one drive aisle should be designed to provide sufficient emergency vehicle access and maneuverability.

A 25 foot fire lane that connects the proposed drive on Washington St. and the existing driveway on Friendship Lane is provided. Turning radii at this drive will be 25' inside and 50' outside.

12.11 – Establishments that typically require or generate frequent passenger loading and unloading should provide specifically designated loading/unloading stopping bays. Direct ingress and egress should be provided so that vehicles are not directed into the on-site drive aisles.

Frequent passenger pick up and/or drop off is not anticipated.

12.12 – Parking lots should be located and designed with stormwater Best Management Practices to capture, treat and infiltrate storm water.

The parking lot is established to allow for grading flexibility. It is not located directly adjacent to roadside swales in order to provide flexibility on SWQ practices. Filter fabric fence is provided around the perimeter of the site in order to protect roadside swales during development.

12.13 – The on-site circulation should be logical and provide convenient, safe and direct flow of pedestrians and vehicles.

Site circulation is convenient, safe for pedestrians and vehicles

12.14 – New surface parking areas are discouraged within view of US 290, US 87, SH 16, and FM 965. New parking areas should be situated behind buildings and screened from street views.

Parking areas are placed behind the building and screened from the street view

12.15 – Parking aisles should be arranged to direct pedestrians parallel to moving cars thereby minimizing the need for pedestrians to cross parking aisles and landscape areas. As an alternative, separated pedestrian walkways should be incorporated in the parking lot design.

Parking aisles are arranged to create parallel movement to moving cars.

12.16 – Detached parking structures should be architecturally compatible with their setting or be screened by other buildings or by landscaping. If a detached parking structure abuts a street or major pedestrian path, ground floor design should incorporate a façade with storefronts, display windows, bay divisions, and other pedestrian oriented features.

A detached parking structure is not proposed.

12.17 – Shared driveways are encouraged.

The existing drive on Friendship Lane will be utilized to provide access. An additional drive on S. Washington facilitates circulation through the site..

Section 13 – Drainage

Standards

Not applicable.

Guidelines

13.1 – LID techniques such as rain barrels, cisterns, rain gardens, naturalized landscaping, porous pavement and roof gardens are encouraged.

The proposed site plan allows space to provide vegetative filter strips to aid in treating the water leaving the site.

13.2 – When possible, site stormwater management facilities in parks and open space if there is a benefit to the surrounding area and/or water quality is demonstrated.

During detailed grading and permitting of the site, we will explore the opportunities of the site. Vegetative filter strips may be utilized to treat and clean water leaving the site.

13.3 – Existing drainage patterns and flows on site should be preserved to the greatest extent possible.

The site currently drains towards the two adjacent ROWs. This patterned will be maintained to the best of our abilities.

13.4 – Decorative or aesthetically pleasing stormwater mechanisms should be incorporated into stormwater designs to the greatest extent possible.

Vegetative filter strips and bioswales are ideal natural ways of cleaning water and providing positive drainage of the site. Both options will be explored further.

Section 14 – Streetscape

Standards

14.1 – Sidewalks along the street right of way must be a minimum of 5 feet wide.

The existing sidewalk along Friendship is approximately 5'-0" wide. The sidewalk along the Washington St is proposed to be 5'-0" wide.

Guidelines

14.2 – Sidewalks and pedestrian pathways should safely connect from the street to commercial buildings, surrounding residential areas, and parks and open spaces.

A sidewalk that complies with the most current Texas Accessibility Standards (TAS) is proposed to connect the building entrance to S. Washington St.

14.3 – Seating is encouraged in front of businesses, in public spaces and other instances where appropriate.

Benches are proposed at the plaza at the entrance of the building.

14.4 – All pedestrian areas should comply with the most current American with Disabilities Act (ADA) standards and regulations. Particular attention should be given to ramps, accessible paths of travel, level landings and handrails.

A sidewalk that complies with the most current Texas Accessibility Standards (TAS) is proposed to connect the building entrance to S. Washington St. The plaza also meets TAS. Two accessible parking spaces are provided.

14.5 – Create a quality built environment with the inclusion of amenities such as street furnishing, plantings, art works, and water features to enhance the places that people will walk, gather, or recreate.

We are proposing to save an existing tree that will be a focal point of the entry plaza. Benches are provided in this plaza to provide areas to sit.

14.6 – Developments adjacent to multi-use trails should provide a direct connection from the trail to the development's internal pedestrian circulation system.

The project site is not adjacent to multi-use trails.

14.7 – Streetscape furnishing should be made of high quality materials and be coordinated with the architecture of the building.

Streetscape furnishings are not selected yet, but they shall be made of high quality, durable materials and will be sympathetic to the architecture of the building.

14.8 – To create a cohesive tree canopy for consistent shade, street trees should be planted a minimum of every 50 feet on center (centered between the curb and sidewalk). The same amount of trees may also be clustered in groups.

Four (4) existing trees are being used along US HWY 87 (South Washington Street) frontage of 137.55' between the curb and sidewalk. Three (3) new trees and one (1) existing tree are being used along Friendship Lane's 167' of frontage



June 10, 2024

Pat Schulte

Via email

pschulte@chesneymorales.com

RE: Z-2412 – Review Comments for a Conditional Use Permit Application to allow for a Drive Thru Associated with a Bank at the Northeast corner of Friendship Lane and 87 South.

Dear Ms. Schulte,

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 July 2, 2024.
- Staff questions the orientation of the 3 drive lanes. Staff finds that the drive through lanes as designed, due not allow for enough stacking for exiting traffic and would compete for egress with the neighboring drive through use. Flipping the drive through lanes where the user enters from the south would flow more efficiently. [Sec. 7.131](#)
- Add traffic flow arrows to the site plan.
- Update the Zoning Summary to include Parking Calculations (Financial Services). Staff does not recommend over parking. Add parking spaces dimensions to show compliance with [Sec. 7.863](#)
- Provide a note on site plan regarding all exterior lighting shall by night sky compliant. [Sec. 7.863](#)
- This project will require the submission and review of civil plans.

The City of Fredericksburg

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

- Add dimensions of drive aisles.
- The public sidewalk should run within the pedestrian easement and connect to the existing sidewalk in the southwest corner of the property.

For information regarding these comments please contact Jan Musgrove with Development Services at 830-990-2079 or jmusgrove@fbgtx.org

Please return the revised plans along with your written response as to how the comments have been addressed. Please feel free to contact me with any comments or questions, and I will be happy to assist you.

**Shelby
Collier**

Digitally signed by Shelby Collier
DN: cn=Shelby Collier, o=City of
Fredericksburg, ou,
email=scollier@fbgtx.org, c=US
Date: 2024.06.10 16:19:28 -05'00'

Shelby Collier, Senior Planner
Development Review Committee (DRC)

The City of Fredericksburg

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

Date: June 17, 2024
To: Shelby Collier
Subject: Z-2412 Review Comment Responses
Randolph-Brooks Federal Credit Union Branch
559 S. Washington
Fredericksburg, Texas, 78624

Please see the following responses to comments made regarding Conditional Use Permit Application

1. Staff questions the orientation of the 3 drive lanes. Staff finds that the drive through lanes as designed, due not allow for enough stacking for exiting traffic and would compete for egress with the neighboring drive through use. Flipping the drive through lanes where the user enters from the south would flow more efficiently. Sec. 7.131

Drive thru has been flipped to have exit points on the North end of the canopy.

2. Add traffic flow arrows to the site plan.

Traffic flow arrows have been added to the site plan

3. Update the Zoning Summary to include Parking Calculations (Financial Services). Staff does not recommend over parking. Add parking spaces dimensions to show compliance with Sec. 7.863

**Parking calculations have been added to the Zoning Summary.
Parking space dimensions have been added.
Based on RBFCU's business model and previous experience, we feel that the 30 spaces provided is appropriate**

4. Provide a note on site plan regarding all exterior lighting shall by night sky compliant. Sec. 7.863

Night sky compliant note has been added

5. Add dimensions of drive aisles.

Dimension have been added to the drive aisles.

6. The public sidewalk should run within the pedestrian easement and connect to the existing sidewalk in the southwest corner of the property.

The sidewalk has been adjusted to run within the pedestrian easement and connect to the existing sidewalk in the southwest corner of the property. A portion of the sidewalk veers out to the pedestrian easement in order to avoid existing trees on the site.

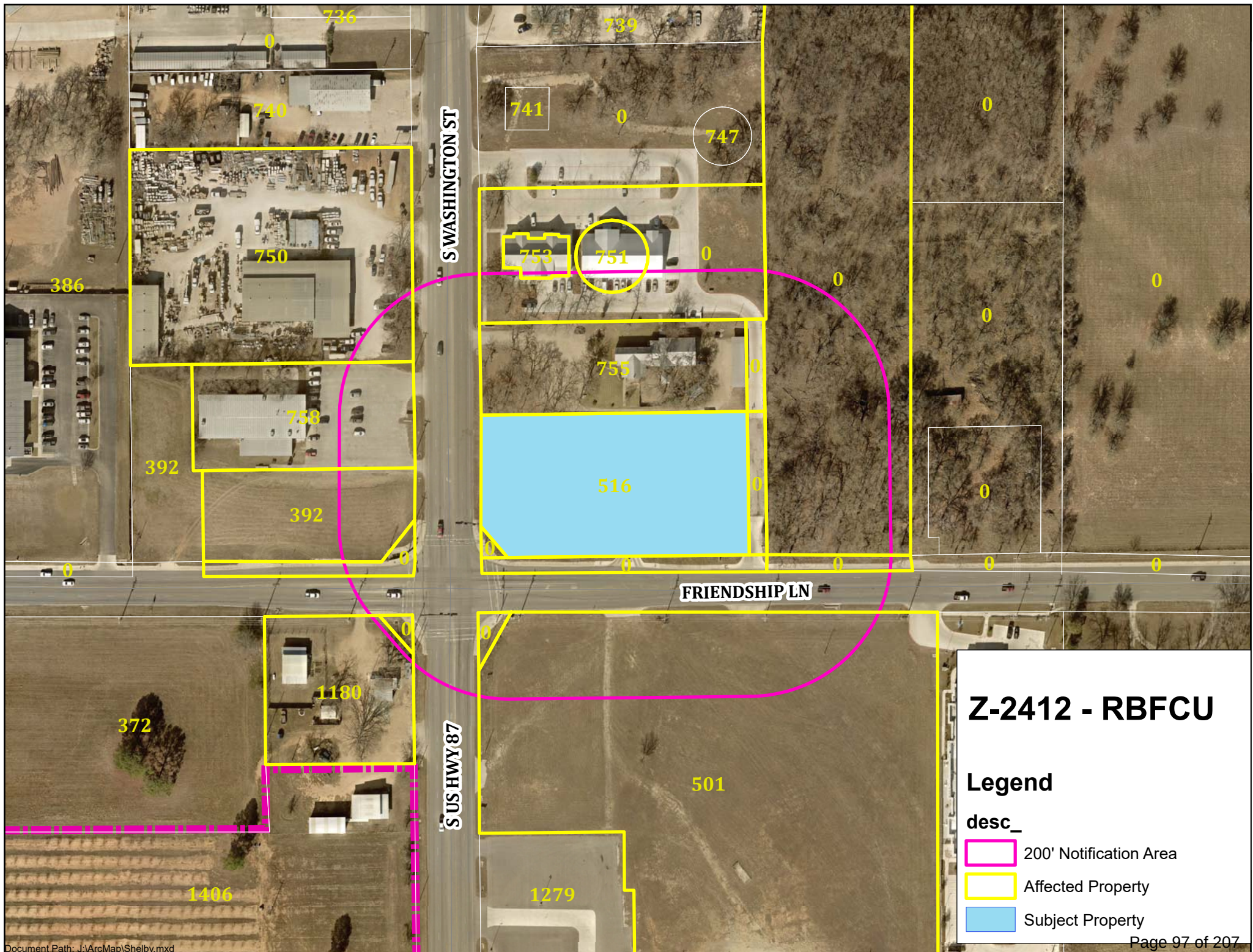
I hope these responses adequately address your concerns. If you have any questions or concerns, please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Schulte".

Patricia Schulte, Architect





Z-2412 - RBFCU

Legend

desc_

-  200' Notification Area
-  Affected Property
-  Subject Property

KBB REAL ESTATE LLC
1102 E MAIN
FREDERICKSBURG, TX 78624

STROEHER & SON INC
509 S ADAMS
FREDERICKSBURG, TX 78624

KWRKH LLC
758 S WASHINGTON
FREDERICKSBURG, TX 78624

MICHAEL & SARON KUNZ
P.O. BOX 1306
FREDERICKSBURG, TX 78624

S CHORD LLC
114 E AUSTIN
FREDERICKSBURG, TX 78624

CALICHE INVESTMENS LTD
2208 ANNES TRAIL
SAN MARCOS, TX 78666

FEA HOLDINGS
751 S WASHINGTON
FREDERICKSBURG, TX 78624

TURTLEDOVE PROPERTIES LLC
136 STONE CYN
FREDERICKSBURG, TX 78624

PENJAY PROPERTIES INC
P.O. BOX 669
FREDERICKSBURG, TX 78624

FISHER & WIESER SPECIALTY FOODS
411 S LINCOLN ST
FREDERICKSBURG, TX 78624

LECHUGUILLA VENTURES LLC
8522 BROADWAY ST STE 209
SAN ANTONIO, TX 78217

Z-2412



SITE PLAN/ENTRY CORRIDOR/OFF STREET PARKING APPLICATION

All items on the attached Site Plan Checklist must be submitted with a complete application. Email all documents to scollier@fbgtx.org.

A. Project Information

Project Name: RBFCU - Fredericksburg

Project Address: 559 S. Washington St.

Parcel ID Numbers: existing ID is 85341 (replatti

B. Application Type: Check all that apply

- ☐ Administrative Site Plan - \$400.00
- ☒ P&Z Site Plan - \$500.00
- ☒ Entry Corridor Design Guidelines and Standards - \$100.00
- ☐ Off-Site Parking Agreement - \$200.00

C. Applicant/Owner Information

Property Owner

Owner Name: RBFCU

Owner Address: One Ikea-RBFCU Parkway, Live Oak, TX 78233

Owner Phone Number: 210-637-4250 Owner Email Address: eetzler@rbfcu.org

Applicant

Applicant Name: Pat Schulte

Applicant Address: 4901 Broadway Suite 250, San Antonio, TX 78209

Applicant Phone Number: 2108289481 Applicant Email Address:

pschulte@chesneymorales.com

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: Patricia Schulte  Digitally signed by Patricia Schulte
DN: C=US, E=pschulte@chesneymorales.com, O=Chesney Morales Partners, CN=Patricia Schulte
Date: 2024.05.29 13:51:12-05'00

Printed Name: Patricia Schulte

Staff Use Only Application Number: _____ Date: _____

Required Checklist Items Included: _____



SITE PLAN CHECKLIST

This form and all required exhibits must be included with the Site Plan and Entry Corridor application.

- ☒ Provide a brief description of the proposed use, including information pertinent to the review and evaluation criteria stated in [Section 7.131](#) in the form of a narrative.
- ☒ The site plan shall be drawn to scale, and include dimensions as necessary to show the following:
 - ☒ The date, scale, north point, title, name of owner and name of person preparing the Site Plan.
 - ☒ Zoning summary, including type, minimum and actual lot size, setbacks, maximum and actual building height, building coverage and impervious coverage. [Section 7.131](#)
 - ☒ Address and legal description of property [Section 7.131](#)
 - ☒ Show and dimension requested access to public roadways and provide plans for access Management. [Section 7.131](#)
- ☒ The location of existing and proposed improvements including parking and loading areas, pedestrian and vehicular access and utility or service areas. [Section 7.131](#) The location of existing and proposed fencing and screening. [Section 7.940](#)
- ☒ Location and size of existing and proposed streets and alleys [Section 7.131](#) dimension of boundary lines, easements, and required yards and setbacks of all existing and proposed buildings and land improvements and the height and intended use of existing and proposed buildings on site, and approximate locations of buildings on abutting sites within 50 [Section 7.131](#)
- ☒ Proposed exterior lighting, including fixture type. [Article XV- Outdoor Lighting](#)
- ☒ The number of existing and proposed parking and loading spaces, and a calculation of applicable minimum requirements. [Section 7.860](#)
- ☒ Landscaping, including location, size, and species of existing trees on site, square footage of all proposed landscape areas. [Section 7.920](#) The location of signs. [Chapter 29](#)
- ☒ Provide existing and proposed topography and grading (5' minimum contour intervals), and erosion control measures. [Section 7.131](#)
- ☒ Solid waste container, which requires screening. [Section 7.980](#)
- ☒ Proposed and existing water, sewer and electric utilities. [Section 7.131](#)
- ☒ Visibility triangle at street intersections and driveways. [Section 7.131](#)
- ☒ Fire Lanes and fire hydrant. [Section 7.131](#)
- ☒ Provisions for handicapped access. [Section 7.131](#)
- ☐ On sites affected by the 100-year floodplain, impervious coverage and building coverage are based on the area outside the floodplain. Provide calculations accordingly.
- ☐ Applicable Fee **please provide amount due**
- ☒ PDF copies emailed to scollier@fbgtx.org

Note: Staff or the Planning and Zoning Commission may require modification of a Site Plan as a prerequisite for approval. [Section. 7.132](#)

I hereby acknowledge that the items listed above are included with this submittal and that any items not included with this application will result in this application being deemed incomplete and returned without review or scheduled for the upcoming meeting dates.

Owner/Agent: Patricia Schulte Date: 05/29/2024

Printed Name: Patricia Schulte



ENTRY CORRIDOR CHECKLIST

A landowner or developer must follow the Standards and Guidelines concurrent with a zone change, a use category change or issuance of one of the following permits. Check all that apply.

- ☐ Building
- ☐ Sign
- ☐ Street and sidewalk construction
- ☒ Conditional use permit
- ☒ Site plan review
- ☐ Platting
- ☐ Placement in the public right of way
- ☐ Temporary use permit

This form and all required exhibits must be included with the Site Plan and Entry Corridor application.

- ☒ Completion of appropriate application noted above and fee.
- ☒ Drawings that adequately show how all proposed elevations meet requirements for: Sec. 1- Architectural Style, Sec 2 – Architectural Materials, Sec 3- Architectural Colors, Sec 4–Architectural Features, Sec 5 – Massing and Scale, Sec 6 – Signage, Sec 7- Building Height. [Design Standards](#)
- ☒ Site plan showing following requirements: Sec 8 – Setbacks, Sec 9 - Landscaping, Sec 10 – Lighting, Sec 11 – Service Areas Sec 12 -Parking, Sec 13- Drainage, Sec 14- Streetscape. [Design Standards](#)
- ☒ Narrative describing complete scope of work and how each Standard and Guidelines is met or not applicable.
- ☒ PDF copies emailed to scollier@fbgtx.org

Note: Additional information may be required to complete review of proposed project by the Planning and Zoning Commission.

I hereby acknowledge that the items listed above are included with this submittal and that any items not included with this application will result in this application being deemed incomplete and returned without review or scheduled for the upcoming meeting dates.

Owner/Agent: Patricia Schulte Date: 05/29/2024
Printed Name: Patricia Schulte

ORDINANCE NO. 2024-21

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 DRIVE THROUGH USE ON CERTAIN PROPERTY LOCATED AT 599 SOUTH WASHINGTON 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 Drive-Through bank use located in C-2: Commercial Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on July 2, 2024, and by the City Council of the City on July 16, 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: Pat Schulte

Property Owner: RBFCU

Property Address: 599 S. Washington St, Fredericksburg, TX 78624

Legal Description: LOT 3R-A OF THE POST OAK PARK SUBDIVISION., City of Fredericksburg, Gillespie County, Texas, according to the map or plat of record in Instrument Number: 2024010059, Book 7 Page 59, Deed Records of Gillespie County, Texas.

Zoning Change: The property shall remain located in the C-2: Commercial zoning district, and a Conditional Use Permit for a Drive Through 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.

SECTION 5

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 16th day of July 2024.

Jeryl Hoover, Mayor

ATTEST:

Leticia Vacek, City Secretary

APPROVED AS TO FORM:

William McKamie, City Attorney

NUMBER 11. 2nd

11/11/11

frequency of use of the word "I" is not high in the text. It is only used in the first paragraph and in the last paragraph. It is used in the first paragraph to introduce the subject of the text. It is used in the last paragraph to conclude the text.



pos. 578 problems 5.528
41584, 41584, 41584, 41584

11/11/11

Public Comment Form
Please return this form to:
Development Services – Zoning
126 W. Main Street
Fredericksburg, TX 78624
830-997-7521



REQUEST NO. Z-2412

As an interested property owner, I (PROTEST) / (APPROVE) the requested CONDITIONAL USE PERMIT REQUEST, represented by the above file number because:

A Credit Union/Bank is the highest and best use for the property.
RBFCU will be a good addition to the Community. Thank you

J. Moorman
Signature

6/26/24
Date

John C. Moorman
Printed Name

8522 Broadway Ste 209
Address
San Antonio Tx, 78217

and promoter, brother Stephen says he found it
a better group than the one we were
part of years ago - I think you would like

100-443887-100

19-10-1964

1. The first part of the document is a letter from the President of the United States to the Secretary of the Navy, dated 18th March 1899. The letter is signed by William McKinley and is addressed to John D. Long. The letter discusses the appointment of a new Secretary of the Navy and the importance of the position.

Public Comment Form
Please return this form to:
Development Services - Zoning
126 W. Main Street
Fredericksburg, TX 78624
830-997-7521

REQUEST NO. Z-2412

As an interested property owner, I (PROTEST) / (APPROVE) the requested CONDITIONAL USE PERMIT REQUEST, represented by the above file number because:

There are not proper turning lanes on Hwy 87. We already almost have head on collisions because our location being so close to the light. People turning move in

Sharon Kunz

Signature

6-26-24

Date

Sharon Kunz

Printed Name

750 S. Washington
PO Box 1306
Fredericksburg, TX
78624

Address

turning lane to turn left on Friendship on Hwy 87 ^{toward Hwy 290}
& people turning left into 750 S. Washington
are always playing chicken who is going to give
up the turning lane. Constant wrecks at the
light @ 87 & Friendship Lane. In my opinion
~~you~~ when the entrances are on Hwy 87 on
Friendship Lane ~~you~~ there will continue to be
even more accidents. Fbg is getting noisy
just like the big cities. It already is very
noisy from my office. Squealing brakes makes
all of us cringe and hold our breaths.



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Anna Hudson, Director of Development Services

MEETING DATE: July 16, 2024

CATEGORY: OTHER ACTION ITEMS AND UPDATES

CAPTION: Consider creating an Annexation Development Agreement for 9.37 acres known as Kinman Subdivision Lot 2BR on Mariposa Drive in the Extra-Territorial Jurisdiction of the City of Fredericksburg. (Anna Hudson, Director of Development Services) Tabled June 18, 2024

PRESENTATION:

SUMMARY:

A voluntary annexation request has been made by the owner of 9.37 acres of land in the City's ETJ for property accessed from Mariposa Drive and abutting Sunday Circle. The owner intends to develop a single family residential subdivision and is requesting R1-A zoning. The 2024 Comprehensive Plan calls for Neighborhood Residential for the area.

INTENT AND CHARACTER -The Residential Neighborhood category is intended to be primarily single-family neighborhoods but with a variety of lot sizes and housing types. Conventional detached residential products are typical while other types of residences such as attached residential products are allowed up to a maximum density. Accessory Dwelling Units should be permitted by right. Neighborhoods proposed as planned unit developments are encouraged to include a variety of housing types and provide walkability and quality of life amenities such as sidewalks, street trees, parks, etc.

Building height and massing should not vary dramatically unless thoughtfully arranged. Streets are typically local and collector sections with curb and gutter, sidewalks, slow speeds, and accessible driveways.

Parks are strategically located and often a school or similar use is integrated or in proximity. On some occasions where the neighborhood abuts a more significant street, a neighborhood service business, such as a day care, coffee shop, or bodega, may be appropriate if designed at a compatible scale.

Appropriate land use types include: Single-family detached residential; Single-family attached residential; Cottage Courts; Townhouses (up to three units). Green Spaces

Parks and recreation facilities; natural areas; open spaces; trail corridors; water quality features.

DEVELOPMENT CODE CONSIDERATIONS

Appropriate Existing Zoning Districts:

R1, R1-A, R2, R5, NC

Implementation - Development Code Review:

Create a zoning district allowance to encourage flexible residence types in a master planned community without a PD

Ensure connectivity, both vehicular and pedestrian, to other neighborhoods, trail systems, greenways and major street system

Require sidewalks along all streets for development applications regardless of the Sidewalk and Trails Plan.

BACKGROUND:

The property owner previously considered a multi-family project for the property but based on feedback from the City and neighbors they have changed the layout to single family lots. In order to receive City services including water and waste water, the property must be in the City Limits.

The Comp Plan has 7 Guiding Principles, three of which are relevant to this potential annexation: Neighborhood Quality, Mobility, and Small-Town Sensitive Growth. Within each of those principles are action items with specific recommendations including:

Action N.1.A.6: Neighborhood place-making elements such as pocket parks, street trees, sidewalks, etc.

Action N.2.B.5: Prioritize inclusion of affordable housing in future development agreements between the City and developers.

Action M.1.A.1: Continue to work in partnership with TxDOT to find solutions regarding transportation issues on US Highway 290 and other state roads, such as enhanced crosswalk safety, improved parking egress and visibility, intersection timing, and safe turning movements.

Action M.1.B.1:..require new residential developments to include a connected network of sidewalks, paths and/or bike routes within neighborhoods and connecting to nearby collector and arterial streets. Designs should prioritize adequate buffering between bike lanes and sidewalks from vehicular traffic using National Association of City Transportation Officials (NACTO) standards.

Action G.1.B.1: Create an evaluation method that considers infrastructure economics, community character, adherence to the official maps, and the economic impact of each proposed development.

Action G.1.B.2: Use Annexation Criteria to determine whether annexation requests are fiscally sustainable and meet the City's desired principles of contextually sensitive growth.

Action G.1.A.9: Proactively pursue the conservation and protection of existing open space to maintain the picturesque Hill Country setting and rural atmosphere of Fredericksburg.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

The recently adopted Comprehensive Plan Place Type Map calls for for Neighborhood Residential for the area. The applicant is requesting a R1-A small lot development which can be as small as 4,500 sf. This zoning category is in keeping with the Neighborhood Residential Place Type. Staff could recommend approval if Comp Plan guiding principles can be met.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Mobility

Small-Town Sensitive Growth

ATTACHMENTS:

1. Barron's Landing at Mariposa.annexation request REVISED (1)
2. Mariposa Request for Voluntary Annexation
3. Future Place Type Map
4. Neighborhood Residential Place Type Description
5. 7 Guiding Principles of Comp Plan
6. Mariposa Fiscal Impact analysis
7. Annexation subchapter c3 request of owners
8. Development Agreements 212. 172
9. Mariposa Development Agreement DRAFT

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: July 11, 2024



Garret Bonn, Assistant City Manager

Date: July 11, 2024



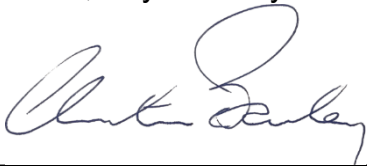
Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



May 14, 2024 (Revised)

City of Fredericksburg, Texas
Attn: Mayor and Members of the City Council
126 W Main Street
Fredericksburg, TX 78624-3708

Dear Mayor and Members of the City Council,

HMWK has been working with a fabulous group of landowners, developers, and community partners to bring the Baron's Landing at Mariposa concept to the City of Fredericksburg for annexation. We hope this leads to the goal of bringing a high-quality neighborhood residential development of single-family homes to the Fredericksburg community within an affordable range.

Our team currently owns 9.37 acres of land in the Fredericksburg ETJ just south of Barons Creek on Mariposa Drive. Our team has been researching various uses and land plans for the site that could constitute a good investment for the owners and the property. Entry level housing, desperately needed by the community is an ideal use for the site. Additionally, this use is consistent with Fredericksburg's adopted future land use plan. That document identifies this property as suited for "neighborhood residential" with allowable uses of R-1 (Single Family Residential), R-1-A (Single Family Residential – Small Lots) and R-2 (Mixed Residential including Multi-Family).

Fredericksburg, like much of central Texas, is experiencing a critical shortage of attainable and entry level housing suitable for the employment base of the area. Raw land values, utility requirements and water quality initiatives make density a must for an entry level single family residential product. This site's proximity to other wonderful neighborhood communities indicates that R-2 may not be appropriate, but that R-1-A Single Family Residential would confer the density necessary for the appropriate entry level product while enhancing the residential character of the surrounding area.

Concept: Baron's Landing contemplates an elegant single family residential development consisting of approximately 58-62 home sites that will enhance and contribute to the city. The development only uses Mariposa Drive as an access point.

Our team recognizes the changing nature of Fredericksburg ETJ including the desires and needs of the surrounding neighbors and community at large. We look forward to seeing the fruits of the new Fredericksburg Land Use Masterplan with different types of Neighborhood Residential projects in this area of town. This voluntary annexation request and our planned R-1-A Baron's Landing concept benefit the community and further Fredericksburg's strategic objectives.

Based on our R-1-A concept plan, we would request the city annex this property to provide Water / Wastewater service to the development. R-1-A Zoning designation better facilitates the City's Land Use plan and will enable our team to develop and deliver a single-family product to the Fredericksburg real estate market that fills a vital need for entry-level and first time owner-occupied home ownership in Fredericksburg.

In accordance with the state's new entitlement process, we formally request voluntary annexation into the City Limits and will subsequently work with the city to further refine specific plans for R-1-A zoning, utilities, design, and site planning. We are certain a project with these features is consistent with Fredericksburg's long term community land use goal and can gain widespread community support. Our team pledges to work diligently with neighboring landowners, community organizations and local officials to make this a project the entire community can support and embrace.

Formal Request:

As the owner(s) of the below referenced property, we would like the City of Fredericksburg to approve this request for voluntary annexation. The property is located on Mariposa Drive, Fredericksburg Texas, 78624. The property is currently undeveloped. The size of the tract is 9.31 acres. The reason for this voluntary annexation request is to subdivide within the limits of R-1-A zoning, connect to city utility services and develop the tract for Neighborhood Residential purposes consistent with the City's Land Use plan.

Any additional information may be obtained by contacting John Kroll at 512-657-4028 or Mark Pavlicek at 516-318-6096.

Sincerely,

Mark Pavlicek
N. Cherry Builders

STATE OF TEXAS COUNTY §
 §
OF GILLESPIE §

REQUEST FOR VOLUNTARY ANNEXATION

To the Mayor and City Council of the City of Fredericksburg:

The undersigned owner(s) of the tract(s) of land described below (the "tract") hereby petition the City of Fredericksburg to extend the present City Limits so as to include the property described on Exhibit "A", which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the tract; and
2. The tract is contiguous (i.e., adjacent) to the City Limits as it exists upon the date of the execution of this petition; and
3. The tract is not located within the ETJ of any other municipality; and
4. *Initial:* W The tract is not currently appraised, per Chapter 23 of the Texas Tax Code, for ad valorem tax purposes as land for agricultural use under Subchapter C, wildlife management use under Subchapter D, or as timber land under Subchapter E; - **OR** -
5. The tract is currently appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or timber land under Subchapter E, under Chapter 23 of the Texas Tax Code, **AND**
 - a. The City of Fredericksburg has offered to make a development agreement with me/us pursuant to Section 43.016 of the Texas Local Government Code; and
 - b. *Initial:* _____ I/We decline the City's offer to make such an agreement and deem such agreement to be unnecessary.
6. This request for annexation into the City Limits of Fredericksburg, Texas is made freely and voluntarily.

The following documents are hereby submitted in conjunction with this Petition (*Please acknowledge each accompanying document submitted with an "X" on the space provided. Reasons for not submitting a required document must be provided on the Letter of Intent.*)

Validity of any reasons provided will be determined by Staff and may affect the application's progress.):

- ☒ Letter of Intent (*REQUIRED*)
- ☒ Tax Certificates indicating no outstanding ad valorem taxes on the subject tract (*REQUIRED*)
- ☒ Metes-and-bounds description, signed and sealed by a registered and qualified professional (*REQUIRED*)
- ☒ Survey Map, signed and sealed by a registered and qualified professional (*REQUIRED*)
- ☐ Electronic media containing either a shape file, *.dwg or *.dgn file of the subject tract (*OPTIONAL, but encouraged*)

I/We certify and swear that this request is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

MARK Pavlicek
Print Name

Print Name

President / N. Cherry Builders
Title/Name of Entity

Title/Name of Entity

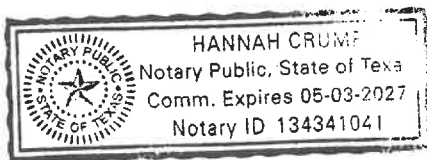
[Signature]
Signature

Signature

5/14/2024
Date

Date

This instrument was sworn to, signed, and acknowledged before me by the persons named above on the 14th day of May 2024.



[Signature]
Notary Public, State of Texas

221-2130

5 pgs
LD

202110255

JOHN WEBBER

TO

N. CHERRY BUILDERS LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

THAT, JOHN WEBBER ("Grantor"), a single person, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of the Promissory Note(s) in the original principal sum, being in the amount specified in that certain Deed of Trust referenced below, being of approximate even date herewith, payable to the order of Grantor, also known as "Lender", and as identified in the hereinafter referenced Deed of Trust, and bearing interest at the rate therein provided; said Note(s) containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor, and also being secured by a Deed of Trust of approximate even date herewith from Grantee to GORDON E. SAUER, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto N. CHERRY BUILDERS LLC ("Grantee"), whose address is 11 Cold Spring Court, Mount Kisco, NY 10549, all of the following described real property ("Property") in Gillespie County, Texas, to-wit:

Being all that certain lot, tract or parcel of land known as Tract 2BR, Kinman Subdivision, situated in Gillespie County, Texas, a Resubdivision of Tract 2, Kinman Subdivision, as said lot is shown, designated and delineated on the map or plat of said Resubdivision found of

record in Volume 6, Page 120 of the Plat Records of Gillespie County, Texas, here referred to and made a part hereof for all pertinent purposes.

Together with all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right and interest in and to the Property, as well in law as in equity, including, without limitation, all Grantor's right, title and interest in and to any minerals (except as may be herein reserved unto Grantor), utilities, adjacent streets, alleys, strips, gores and rights of way and Grantor's rights in all license and permits relating to the Property (individually and collectively, the "Appurtenances").

Property taxes for the current year have been prorated and paid.

This conveyance is made and accepted subject to the following exceptions ("Exceptions"), to the extent the Exceptions are valid and subsisting and affect the property herein conveyed, and without waiving rights or defenses relating to any such Exceptions and without ratifying, creating or reviving any such Exceptions:

1. Restrictive covenants recorded at Volume 344, Pages 29-30, Real Property Records of Gillespie County, Texas; Volume 6, Page 120, Plat Records of Gillespie County, Texas.
2. Right of Way Easement executed by Henry W. Braeutigam and wife, Clara Braeutigam, to Central Power and Light Company, dated November 5, 1935, recorded in Volume 47, Pages 354-355, Deed Records of Gillespie County, Texas.
3. Right of Way Easement executed by Mrs. Anna Braeutigam, Walter C. Braeutigam, Max H. Braeutigam, Antonie Eckhardt and husband, Otto A. Eckhardt, Sophie Gold and husband, Arthur Gold, Elfriede Eckhardt and husband, Harry F. Eckhardt, Dora Behrends and husband, Alex Behrends, Udo H. Braeutigam, and Emil Braeutigam, Jr. to Central Power and Light Company, dated November 1, 1935, recorded in Volume 47, Pages 355-358, Deed Records of Gillespie County, Texas.
4. Easement executed by Willie F. Siggel to the City of Fredericksburg, dated September 14, 1967, recorded in Volume 92, Pages 576-578, Deed Records of Gillespie County, Texas.

5. Right of Way Easement executed by James T. Hancock and wife, Eve Hancock, to Central Texas Electric Cooperative, Inc., dated August 18, 1987, recorded in Volume 183, Pages 674-675, Deed Records of Gillespie County, Texas.
6. Right of Way Easement executed by Sally Kinman to Central Texas Electric Cooperative, Inc., dated October 12, 1992, recorded in Volume 245, Pages 908-909, Real Property Records of Gillespie County, Texas.
7. Right of Way Easement executed by Sally Kinman to GTE Southwest Incorporated, dated August 12, 1996, recorded in Volume 316, Pages 616-617, Real Property Records of Gillespie County, Texas.
8. Well Site Setback Easement executed by Sally E. Kinman, dated April 13, 1998, recorded in Volume 344, Pages 29-30, Real Property Records of Gillespie County, Texas.
9. Utility easements dedicated, Water well setback lines and Well site setback easement as shown on plat recorded in Volume 6, Page 120, Plat Records of Gillespie County, Texas.
10. Right of Way Easement executed by John Webber to Central Texas Electric Cooperative, Inc., dated February 28, 2019, recorded under Register No. 20191772, Official Public Records of Gillespie County, Texas.
11. Right of Way Easement executed by John Webber to Central Texas Electric Cooperative, Inc., dated August 6, 2019, recorded under Register No. 20194703, Official Public Records of Gillespie County, Texas.
12. The following matters, all as shown on survey prepared by Cody J. Musick, Registered Professional Land Surveyor No. 6454, dated December 28, 2021:
 - a. Water well setback lines
 - b. Utility easements
 - c. Encroachment of fence along East property line.

Notwithstanding anything in this Deed to the contrary, the Exceptions shall only affect the Property to the extent that such Exceptions are valid and effective as of the date of this Deed and the mere reference to such Exceptions in this Deed shall not be deemed to impose, reimpose, or reinstate such Exceptions if such Exceptions are not valid and effective as of the date of this Deed, but only to the extent any such Exceptions are valid and subsisting and affects the Property, and without waiving rights or defenses relating to any such exception and without ratifying, creating or reviving any such

Exceptions.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, and I do hereby bind myself, my heirs, successors and assigns, to WARRANT AND FOREVER DEFEND, subject to the foregoing exceptions, all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described Property, is retained against the above described property, Property and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

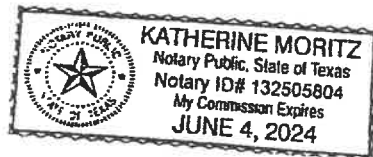
EXECUTED this 29th day of December, 2021.

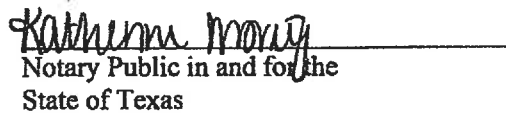

JOHN WEBBER

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 29 day of December, 2021,
by JOHN WEBBER.




Katherine Moritz
Notary Public in and for the
State of Texas

c:\hct.wdvl.webber 12-23-21
Warranty Deed with Vendor's Lien - Page 5

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Mary Lynn Rusche, County Clerk
Gillespie County Texas

December 30, 2021 12:27:51 PM

FEE: \$42.00 LBROWN

202110255

LD



TAX RECEIPT

05/14/2024 01:39PM

GILLESPIE CENTRAL APPRAISAL DISTRICT
1159 S MILAM ST
FREDERICKSBURG, TX 78624

Receipt Number	
807626	
Date Posted	12/31/2023
Payment Type	P
Payment Code	Full
Total Paid	\$3,986.09

PAID BY:

N CHERRY BUILDERS LLC
%PAVLICEK, MARK
501 N CHERRY
FREDERICKSBURG, TX 78624

Property ID	Geo	Legal Acres					Owner Name and Address				
187238	S0873-0000-000200	9.3700					N CHERRY BUILDERS LLC %PAVLICEK, MARK 501 N CHERRY FREDERICKSBURG, TX 78624				
Legal Description											
KINMAN SUBD LOT 2BR, 9.37											
Situs	DBA Name										
SUNDAY CIR MARIPOSA DR, TX											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage Amount Pd	
GILLESPIE WCID	2023	0.00018	376,090	23899	N	0.66	0.00	0.00	0.00	0.66	
HILL CNTRY UWCD	2023	0.00470	376,090	23899	N	17.68	0.00	0.00	0.00	17.68	
GILLESPIE COUNTY	2023	0.27960	376,090	23899	N	1,051.55	0.00	0.00	0.00	1,051.55	
FREDBG ISD	2023	0.77540	376,090	23899	N	2,916.20	0.00	0.00	0.00	2,916.20	
										3,986.09	

Balance Due As Of 12/31/2023: .00

Tender	Details	Description	Amount
Credit Card	ECHK XX-0000 Conv.Charge 0.00		3986.09
			3986.09

Operator	Batch	Total Paid
LEAHS	14085 (CERTPAY B 12.31.23)	3,986.09

GILLESPIE CENTRAL APPRAISAL DISTRICT

Phone: 830-997-9809

Fax:

2023 TAX STATEMENT

STATEMENT NUMBER

23899

PROPERTY ID NUMBER

187238

www.gillespiecad.org

NAME & ADDRESS

Owner ID: 341976
N CHERRY BUILDERS LLC
%PAVLICEK, MARK
501 N CHERRY
FREDERICKSBURG, TX 78624

Pct: 100.000%

PROPERTY DESCRIPTION

KINMAN SUBD LOT 2BR, 9.37

Acreage: 9.3700

Type: R

PROPERTY GEOGRAPHICAL ID

S0873-0000-000200

PROPERTY SITUS / LOCATION

SUNDAY CIR MARIPOSA DR, TX

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
376,090	0	0	0	376,090

100% Assessment Ratio

Appraised Value:

376,090

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax Due
HILL CNTRY UWCD	376,090	0	0	0		376,090	0.0047000	17.68
GILLESPIE WCID	376,090	0	0	0		376,090	0.0001760	0.66
FREDBG ISD	376,090	0	0	0		376,090	0.7754000	2,916.20
GILLESPIE COUNTY	376,090	0	0	0		376,090	0.2796000	1,051.55

COUNTY TAXES REDUCED BY SALES TAX 232.80

Total Taxes Due By Jan 31, 2024

3,986.09

Penalty & Interest if paid after Jan 31, 2024

If Paid in Month	P&I Rate	Tax Due*
February 2024	7%	4,265.13
March 2024	9%	4,344.86
April 2024	11%	4,424.53
May 2024	13%	4,504.29
June 2024	15%	4,584.01

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

*Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency [Tax Code Sec 33.11] or Additional Late Filing Penalty of 10% [Tax Code Sec 23.54, Tax Code Sec 21.10] or Late Correction penalty of 10% [Tax Code Sec 25.25(d)].

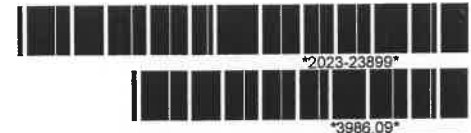
* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

GILLESPIE CENTRAL APPRAISAL DISTRICT
1159 S MILAM ST
FREDERICKSBURG, TX 78624

RETURN SERVICE REQUESTED

N CHERRY BUILDERS LLC
%PAVLICEK, MARK
501 N CHERRY
FREDERICKSBURG, TX 78624



Owner Name and Address
N CHERRY BUILDERS LLC %PAVLICEK, MARK 501 N CHERRY FREDERICKSBURG, TX 78624

Statement Number
2023 23899
Prop ID Number
187238
Geographical ID
S0873-0000-000200

See payment schedule below for tax due.

If Paid in Month	Tax Due
October 2023	3,986.09
November 2023	3,986.09
December 2023	3,986.09
January 2024	3,986.09
February 2024	4,265.13
March 2024	4,344.86
April 2024	4,424.53
May 2024	4,504.29
June 2024	4,584.01

In January Pay
3,986.09

Taxes are payable
October 1, 2023 and
become delinquent
on February 1, 2024

Comparison of Tax History

Year	Taxing Unit	Stmnt ID	Assessed Value	Taxable Value	Rate per \$100	Tax Amount	% Change in Tax
2023	FREDBG ISD	23899	376,090	376,090	0.775400	2,916.20	-5.47
	GILLESPIE COUNTY	23899	376,090	376,090	0.279600	1,051.55	-1.54
	GILLESPIE WCID	23899	376,090	376,090	0.000176	0.66	11.86
	HILL CNTRY UWCD	23899	376,090	376,090	0.004700	17.68	7.94
2022	FREDBG ISD	26036	321,090	321,090	0.960800	3,085.04	N/A
	GILLESPIE COUNTY	26036	321,090	321,090	0.332600	1,067.95	N/A
	GILLESPIE WCID	26036	321,090	321,090	0.000184	0.59	N/A
	HILL CNTRY UWCD	26036	321,090	321,090	0.005100	16.38	N/A
2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A

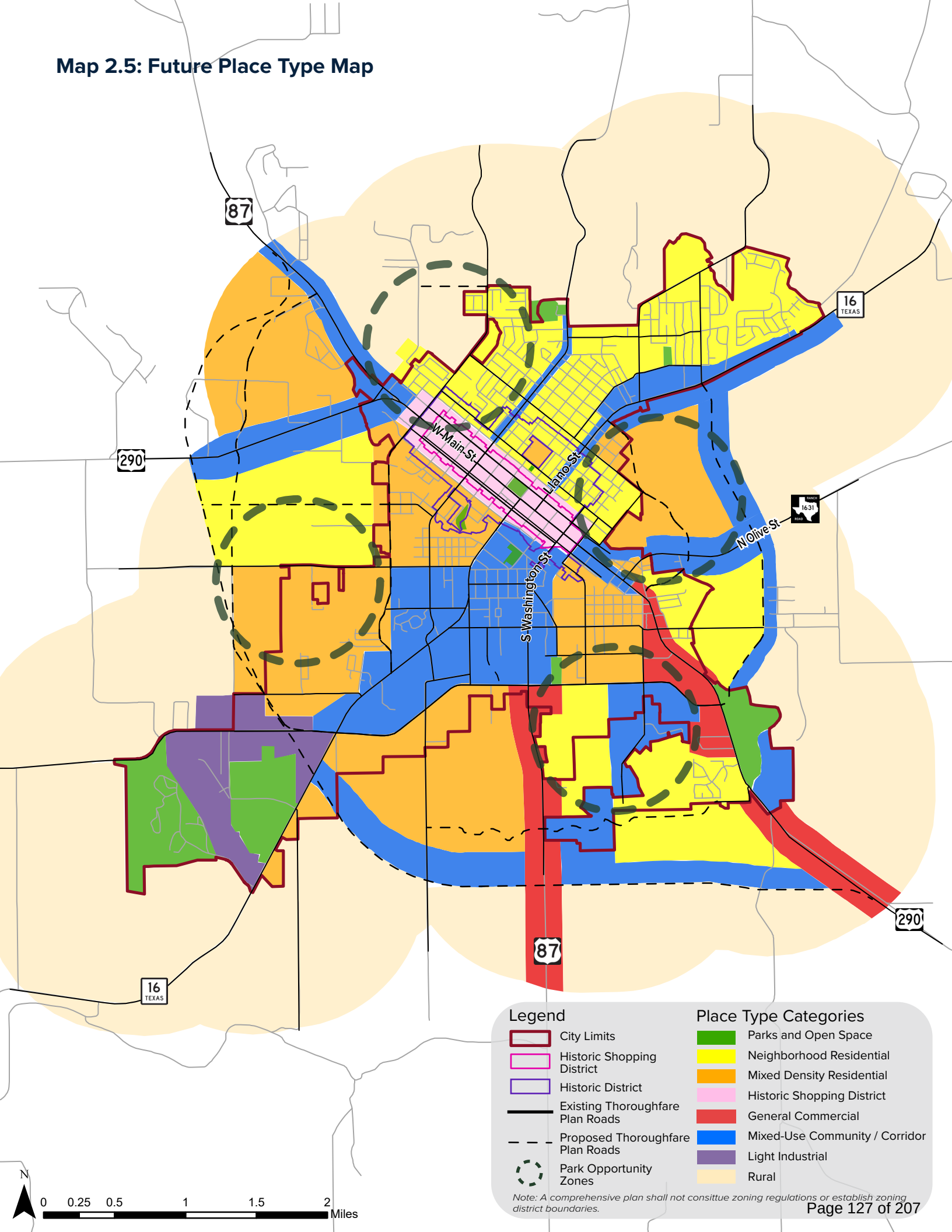
% Change 5th Year Comparison(Compare 2023 to 2018)

Taxing Unit	Assessed Value	Taxable Value	Rate per \$100	Tax Amount
N/A	N/A	N/A	N/A	N/A

FREDBG ISD Tax Rate Breakdown

Year	M&O Rate	I&S Rate	Total Rate
2023	0.669200	0.106200	0.775400
2022	0.854600	0.106200	0.960800

Map 2.5: Future Place Type Map





Neighborhood Residential

INTENT AND CHARACTER

The Residential Neighborhood category is intended to be primarily single-family neighborhoods but with a variety of lot sizes and housing types. Conventional detached residential products are typical while other types of residences such as attached residential products are allowed up to a maximum density. Accessory Dwelling Units should be permitted by right. Neighborhoods proposed as planned unit developments are encouraged to include a variety of housing types and provide walkability and quality of life amenities such as sidewalks, street trees, parks, etc.

Building height and massing should not vary dramatically unless thoughtfully arranged. Streets are typically local and collector sections with curb and gutter, sidewalks, slow speeds, and accessible driveways. Parks are strategically located and often a school or similar use is integrated or in close proximity. In some occasions where the neighborhood abuts a more significant street, a neighborhood service business, such as a day care, coffee shop, or bodega, may be appropriate if designed at a compatible scale.

APPROPRIATE LAND USE TYPES

Commercial

- At significant intersections, or in a planned unit development, neighborhood-serving retail, personal service, and office uses are encouraged with specific design standards and compatibility criteria. These uses should typically be found along higher-classification streets and sited at or near intersections.

Residential

- Single-family detached residential; Single-family attached residential; Cottage Courts; Townhouses (up to three units).

Industrial

- Not appropriate

Institutional

- Education (e.g., elementary schools) integrated into neighborhoods; Middle Schools and High Schools; Public assembly; community centers; and utility and service uses (e.g., electrical substations, fire stations, etc.).

Green Spaces

- Parks and recreation facilities; natural areas; open spaces; trail corridors; water quality features

Development Intensity Target

Residential	90 - 100%
Commercial	0 - 10%



GUIDANCE AND INTERPRETATION

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

- Zoning proposals should be for districts that provide a mix of residence types, lot sizes, and architectural sizes.
- Zoning proposals for districts allowing single family attached uses, patio homes, and townhouses are consistent with the land use category when a transition between single family detached residential uses and other more intensive uses are appropriate. Attached single family should be secondary to detached product types.
- Smaller lots and denser development can serve as a transition from the local commercial areas. Infill that increases density should be visually compatible with the character of the surrounding structures.
- Existing street stubs should be connected regardless of density and new street connections should be made to encourage a well-integrated network. Internal streets should be highly connected with shortened blocks, pedestrian facilities and connections to off-street paths.
- Small-scale commercial uses can be appropriate along larger streets and should be compatible with the intensity of the surrounding residential development.
- Parks and common spaces should be centralized, focal points of the community, and easily walkable.
- Regional stormwater retention facilities and infrastructure should be utilized to create greenways and pedestrian/bicycle paths.

DEVELOPMENT CODE CONSIDERATIONS

Appropriate Existing Zoning Districts:

- R1, R1-A, R2, R5, NC

Implementation - Development Code Review:

- Create a zoning district allowance to encourage flexible residence types in a master planned community without a PD
- Ensure connectivity, both vehicular and pedestrian, to other neighborhoods, trail systems, greenways and major street system
- Consider infill incentives and design standards
- Require sidewalks along all streets for development applications regardless of the Sidewalk and Trails Plan.

REPRESENTATIVE IMAGERY



Comprehensive Plan Guiding Principles

The following 13 guiding principles, categorized into seven themes, were developed as a result of community input and are intended to guide the City's priorities and decision-making throughout the course of this Plan.



NEIGHBORHOOD QUALITY

- Fredericksburg will strengthen and enhance the livability of neighborhoods where families can live.
- Fredericksburg will encourage the creation and maintenance of quality, affordable housing for residents of all backgrounds and income levels.



WORKFORCE

- Fredericksburg will foster an environment for developing and retaining quality talent in targeted industries.
- Fredericksburg will maintain a resilient, diverse, and sustainable economy that supports both existing and new locally-owned businesses.



TOURISM

- Fredericksburg will prioritize a unique, small-town character which promotes its heritage.
- Fredericksburg will attract visitors for its diverse retail, service, entertainment, and recreation options.



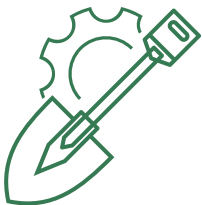
CITY CENTER

- Fredericksburg will preserve the historic charm of Main Street while cultivating a sense of place and expanding the City Center to better serve the residents.



MOBILITY

- Fredericksburg will have a well-planned thoroughfare network that reduces vehicular congestion within the city.
- Fredericksburg will support safe, comfortable, and convenient transportation systems.



SMALL-TOWN SENSITIVE GROWTH

- Fredericksburg will implement land use patterns and related policies to support its unique community character and natural resources, improve residents' quality of life, and deliver incremental growth that optimizes its infrastructure and service capacity.



GOVERNANCE

- Fredericksburg will provide communication and engagement to create a healthy, safe, and informed community.
- Fredericksburg will invest efficiently in infrastructure to ensure a vibrant, livable, and economically robust community.

Fredericksburg Development Fiscal Analysis Spreadsheet

Project Name:

Mariposa

Date:

6/11/2024

Quick evaluation of any development's new contribution to, and demands from, the City of Fredericksburg.

Instructions: Enter estimates from County/plans/developer information in black outlined boxes.

Contribution to Paying for City Services		Descriptions
Land Market Value	\$375,000	Value of land according to the Appraisal District (most recent market land value, excluding exemptions)
Estimated New Development Market Value	\$26,125,000	Projected value of new development (per the developer) (projecting 55 lots at \$475,000/each)
Total Estimated Taxable Value	\$26,500,000	Sum of land value and new development value
City Property Tax Rate	0.1651	Current city property tax rate (M&O only)
Expected Year 1 Property Tax to City	\$43,752	Tax rate applied to the total taxable value
Expected Property Taxes to City over 40 years	\$1,750,060	Year 1 property tax value extrapolated over 40 year timeframe
Expected Taxable Sales Revenues	\$-	Expected annual taxable revenue from sales
Sales Tax Rate	0.015	Current City sales tax rate
Expected Annual Sales Tax to City	\$-	Sales tax rate applied to the expected annual taxable sales
Year 1 Contribution to City	\$43,752	Sum of expected property tax and sales tax to the City for Year 1
Ongoing Costs for Providing Services		Descriptions
Developed Acres	9.37	Number of acres within the development with proposed improvements
Total Estimated Public Road Replacement Cost	\$-	Estimated cost to replace public roads (0.25x for perimeter collector streets, 0.5x for internal; 0.5x for perimeter local streets, 1.0x for internal). Based on 2022 City Engineer est. of \$2 million per lane mile construction cost or developer's cost estimate.
Estimated Year 1 Public Road Cost	\$-	Total public road replacement cost divided by the number of years (40 on average) before infrastructure needs to be completely replaced; represents unfunded liability
New Single Family Units	55	Number of SF units proposed within the development
New Multifamily Units	-	Number of MF units proposed within the development
New Commercial/Industrial Square Feet	-	Amount of commercial or industrial square footage proposed within the development
Estimated Year 1 City Service Costs	\$84,920	[Est. cost to serve a SF unit (\$1,544) x # proposed units] plus [the est. cost to serve a MF unit (\$696) x # proposed units] plus [SF (commercial/industrial)/10,000 times \$1,544]
Productivity		Descriptions
Estimated Taxable Value Per Acre	\$2,828,175	Total Estimated Taxable Value divided by total acres
Estimate Net Value Per Acre	\$2,828,175	Total Estimated Taxable Value minus Public Road Replacement Cost, divided by total acres
Annual Project Net Revenue	\$(41,169)	Difference between the annual contribution to the city and total annual city cost (based on Year 1 values)
Annual Project Net Revenue with Roads	\$(41,169)	Difference between the annual contribution to the city and total annual city cost plus annualized road depreciation costs (based on Year 1 values)
Gain/(Loss) over 40-year period	\$(1,646,740)	Total escalated expected property taxes (5%) plus total expected sales taxes minus annual city service costs over 40 years
Gain/(Loss) over 40-year period with Roads	\$(1,646,740)	[Total expected property taxes plus total expected sales taxes] minus [annual city service costs plus annual city road depreciation costs] over 40 years
Revenue to Cost Ratio	0.52	: 1 Year 1 estimated revenue divided by the annual cost to the city (>1:1 is net positive)
Revenue to Cost Ratio with Roads	0.5	:1 Year 1 estimated revenue divided by the annual cost to the city (>1:1 is net positive); includes road depreciation
Private to Public Ratio	#DIV/0!	: 1 Total taxable value divided by total estimated road replacement cost (40:1 is net positive target)
Est Years to repay public liabilities	0	# of years from cumulative property tax revenues to repay total public road replacement cost

SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS.

Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

(1) a list of each service the municipality will provide on the effective date of the annexation; and

(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

Sec. 43.0673. PUBLIC HEARING. (a) Before a municipality may adopt an ordinance annexing an area under this subchapter, the governing body of the municipality must conduct one public hearing.

(c) During the public hearing, the governing body:

(1) must provide persons interested in the annexation the opportunity to be heard; and

(2) may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearing on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearing in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for the hearing must be:

(1) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(2) posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must

remain posted until the date of the hearing.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 155 (H.B. 347), Sec. 3.01, eff. May 24, 2019.

SUBCHAPTER G. AGREEMENT GOVERNING CERTAIN LAND IN A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

Sec. 212.171. APPLICABILITY. This subchapter does not apply to land located in the extraterritorial jurisdiction of a municipality with a population of 1.9 million or more.

Added by Acts 2003, 78th Leg., ch. 522, Sec. 1, eff. June 20, 2003.

Sec. 212.172. DEVELOPMENT AGREEMENT. (a) In this subchapter:

(1) "Adjudication" of a claim means the bringing of a civil suit and prosecution to final judgment in county or state court and includes the bringing of an authorized arbitration proceeding and prosecution to final resolution in accordance with any mandatory procedures established in the contract agreement for the arbitration proceedings.

(2) "Contract" means a contract for a development agreement authorized by this subchapter.

(3) "Extraterritorial jurisdiction" means a municipality's extraterritorial jurisdiction as determined under Chapter 42.

(b) The governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to:

(1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;

(2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;

(3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;

(4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;

(5) provide for infrastructure for the land, including:

(A) streets and roads;

(B) street and road drainage;

(C) land drainage; and

(D) water, wastewater, and other utility systems;

(6) authorize enforcement of environmental regulations;

(7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;

(8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or

(9) include other lawful terms and considerations the parties consider appropriate.

(b-1) At the time a municipality makes an offer to a landowner to enter into an agreement under this subchapter, the municipality must provide the landowner with a written disclosure that includes:

(1) a statement that the landowner is not required to enter into the agreement;

(2) the authority under which the municipality may annex the land with references to relevant law;

(3) a plain-language description of the annexation procedures applicable to the land;

(4) whether the procedures require the landowner's consent; and

(5) a statement regarding the municipality's waiver of immunity to suit.

(b-2) An agreement for which a disclosure is not provided in accordance with Subsection (b-1) is void.

(c) A contract must:

(1) be in writing;

(2) contain an adequate legal description of the land;

(3) be approved by the governing body of the municipality and the landowner; and

(4) be recorded in the real property records of each county in which any part of the land that is subject to the contract is located.

(d) The total duration of the contract and any successive renewals or extensions may not exceed 45 years.

(e) A municipality in an affected county, as defined by Section 16.341, Water Code, may not enter into a contract that is inconsistent with the model rules adopted under Section 16.343, Water Code.

(f) The contract between the governing body of the municipality and the landowner is binding on the municipality and the landowner and on their respective successors and assigns for the term of the contract. The contract is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot. Annexation by a municipality of land subject to a

contract does not invalidate the enforceability of the contract or infringe on the rights of a party to adjudicate a claim arising under the contract.

(g) A contract:

(1) constitutes a permit under Chapter [245](#); and

(2) is a program authorized by the legislature under Section [52-a](#), Article III, Texas Constitution.

(h) A contract between a municipality and a landowner entered into prior to the effective date of this section, or any amendment to this section, and that complies with this section is validated, enforceable, and may be adjudicated subject to the terms and conditions of this subchapter, as amended.

(i) A municipality that enters into a contract waives immunity from suit for the purpose of adjudicating a claim for breach of the contract.

(j) Except as provided by Subsection (k), actual damages, specific performance, or injunctive relief may be granted in an adjudication brought against a municipality for breach of a contract. The total amount of money awarded in an adjudication brought against a municipality for breach of a contract is limited to the following:

(1) the balance due and owed by the municipality under the contract as it may have been amended;

(2) any amount owed by the landowner as a result of the municipality's failure to perform under the contract, including compensation for the increased cost of infrastructure as a result of delays or accelerations caused by the municipality;

(3) reasonable attorney's fees; and

(4) interest as allowed by law, including interest as calculated under Chapter [2251](#), Government Code.

(k) Damages awarded in an adjudication brought against a municipality for breach of a contract may not include:

(1) consequential damages, except as expressly allowed under Subsection (j)(2); or

(2) exemplary damages.

Added by Acts 2003, 78th Leg., ch. 522, Sec. 1, eff. June 20, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 281 (H.B. [1643](#)), Sec. 1, eff. June 17, 2011.

Acts 2021, 87th Leg., R.S., Ch. 103 (S.B. [1338](#)), Sec. 2, eff. September 1, 2021.

Acts 2021, 87th Leg., R.S., Ch. 678 (H.B. [1929](#)), Sec. 1, eff. September 1, 2021.

STATE OF TEXAS §

COUNTY OF GILLESPIE §

CITY OF FREDERICKSBURG §

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, (the “**Effective Date**”), by and between the **CITY OF FREDERICKSBURG, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and _____ and _____ (“**Owners**”). The City and Owners are sometimes hereinafter referred to individually as “Party”, and collectively as the “Parties”. The Parties agree as follows:

RECITALS

WHEREAS, Owners currently own approximately _____ acres (“the **Property**”) located in the Extraterritorial Jurisdiction (“**ETJ**”) of the City, Gillespie County, Texas, and more particularly described by metes and bounds in **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, Owners desires to develop the Property as a _____ under the “R-1” Single Family Residential standards, pursuant to the City’s Development Code, as that code exists on the Effective Date of this Agreement, subject to the modifications set forth herein, and generally in accordance with the Conceptual Land Use Plan, as more particularly described in **Exhibit “B”** attached hereto; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owners in accordance with Subchapter G, Chapter 212, Local Government Code to accomplish the following purposes:

- a) Extend the City’s planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized, including but not limited to a _____; and
- b) Authorize enforcement by the City of municipal land use and development regulations, as required and/or authorized by Fredericksburg Zoning Ordinance and Comprehensive Plan, as applicable, to the extent the same are consistent with the development regulations contained herein and in the same manner the applicable regulations are enforced within the City’s municipal boundaries; and
- c) Provide the terms for annexation of the Property.

NOW THEREFORE, the City and Owners in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

ARTICLE 1: GENERAL TERMS AND CONDITIONS

1.01 Conceptual Land Use Plan

The City hereby approves the general use as a _____ and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit “B”**. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Proposed Schedule of Development and Phasing

The Property will be developed in one (1) phase.

1.03 Equivalent Zoning District(s)

The Property will be developed using standards of the “R1-A”, Small Lot Single Family Residential zoning district. _____ shall be a permitted use on the Property.

1.04 Development Standards:

- a. All City of Fredericksburg codes and ordinances in effect on the Effective Date of this Agreement shall govern throughout the term of this Project, except as noted within this Agreement. In the event of a conflict between this Agreement and the Comprehensive Plan or the City’s Codes and Ordinances, this Agreement shall control.
- b. Variations and modifications to the “R-1A” standards are hereby granted and allowed as follows:

1. Dimensional Standards for Residential Zones stating that the minimum lot width is 45 feet is modified as follows: 60 feet.

1.05 Application Procedures

Development of the Property shall be governed by the following:

- a. All procedures outlined in the Comprehensive Plan and City of Fredericksburg Code of Ordinances including the Subdivision Ordinance, as they exist on the Effective Date of this Agreement, shall apply.

- b. Plat Approval: The Parties agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan as depicted in **Exhibit “B”** attached hereto.

1.06 Public Facilities Schedule & Financing

- a. Provisions for providing Water Service to the Property. City of Fredericksburg shall be the water service provider, has the necessary Capacity to serve and shall serve the Property.
- b. Provisions for providing Wastewater Service to the Property. City of Fredericksburg shall be the wastewater service provider, has the necessary capacity to serve and shall serve the Property.

1.07 Annexation & Zoning

Upon approval of this Agreement, Owners agrees to full purpose annexation of the Property. A copy of the form of Annexation Petition is attached as **Exhibit C**. Concurrent with annexation of the Property, the Owners shall initiate a zoning change to establish a zoning district that is consistent with the terms and conditions of this Agreement. The City cannot contractually agree to the zoning designation the Property shall receive; however, the City recognizes the Owners’ rights under Section 43.002 and Chapter 245 of the Texas Local Government Code. Owners agree to submit an application for Annexation and Zoning of the entire 9.37-acre Property within ninety (90) days of the Effective Date of this Agreement. City agrees to institute annexation proceedings within ninety (90) days of the receipt an application for Annexation.

ARTICLE 2: MISCELLANEOUS PROVISIONS

2.01 Term

The term of this Agreement will commence on the Effective Date and continue for thirty (30) years thereafter (“**Initial Term**”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for a fifteen (15) year period by Owners, with City’s approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

2.02 Enforcement and Default and Remedies for Default

- a. The Parties agree that the City shall be entitled to enforce the Fredericksburg Development Code as it exists on the Effective Date of this Agreement, as modified by this Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it

can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the City of Fredericksburg Code of Ordinances, as applicable.

- b. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.
- c. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

2.03 Authority, Applicable Rules and Right to Continue Development

- a. This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code. The Parties intend that this Agreement authorize certain land uses, such as a _____, and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of the Property to the City.
- b. Execution of this Agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the uses and development contemplated in and authorized by this Agreement were planned for the Property more than ninety (90) days prior to the Effective Date of this Agreement and, therefore, more than ninety (90) days prior to the Effective Date of annexation of the Property, and (2) the Owners has filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Property. As a result of the foregoing sentence, Section 43.002 of the Texas Local Government Code applies to the uses and development of the Property contemplated in and authorized by this Agreement.
- c. In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final

plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Property will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency or a moratorium authorized by Subchapter E, Chapter 212 of the Texas Local Government Code.

2.04 Exhibits/Amendment

- a. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- b. Owners may make minor changes to the Conceptual Land Use Plan and other attachments to this agreement with approval from the Planning Director and may make major changes with approval by City Council. Minor changes shall consist of but are not limited to:
 - i. Changes that do not materially affect lot layout contemplated by this Agreement by more than ten percent (10%).
 - ii. Changes to accommodate public safety or public infrastructure requirements.
 - iii. Changes to bring the plan more into conformance with the Subdivision Ordinance.
- c. Owners may appeal the Director of Development Services's determination of a minor change to the City Manager within 10 days of the date of notification of the decision.
- d. Major changes shall consist of but are not limited to:
 - i. The addition of land area;
 - ii. Density beyond what is permitted in zoning, except as allowed by this Agreement;
 - iii. Changes in roadway alignments more than what is necessary to meet Code;
 - iv. Change in the base zoning equivalent.

2.05 Recordation

- a. Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Gillespie County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property.
- b. Owners agree that all restrictive covenants for the Property shall not be inconsistent with the requirements herein. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Gillespie County land records to place subsequent purchasers on notice at Owners' expense and Owners shall provide a copy of all such restrictive covenants to the City prior to filing.

2.06 Assignment and Binding Effect Upon Successors

- a. Owners hereunder, may assign this Agreement, and the rights and obligations of Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Property or to an affiliate of the Owners provided that the assignee assumes all of the obligations hereunder, without any consent of the City being required. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law within thirty (30) days after execution of document(s) evidencing the assignment. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- b. The provisions of this Agreement shall run with the land, will be binding upon, and inure to the benefit of the Parties, future owners of the Property, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

2.07 Miscellaneous

- a. Force Majeure. The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.
 - i. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the

continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- b. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Gillespie County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- c. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. The Parties agree to reasonably cooperate to effectuate the intent of this Agreement.
- d. Parties If any of the ownership entities fail or refuse to sign this Agreement or choose to opt out of this Agreement, those entities and their property shall be excluded. The Conceptual Land Plan will be amended to reflect the change and will automatically become part of this Agreement. Further, the county deed records will be amended by the Owners to reflect the change and evidence of the recordation will be provided to the City.
- e. Notices All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local Fredericksburg, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City:

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

With a copy to:

Mick McKamie
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200

Fort Worth, Texas 76107
mmckamie@toase.com

If to the Owner/ Owners:
(full name/names)
(address 1)
(address 2)

With a copy to:
(full name of attorney for owners/owners)
(firm name)
(address 1)
(address 2)
(email)

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

ARTICLE 3: GOVERNMENTAL FUNCTION; IMMUNITY

THE CITY'S EXECUTION OF AND PERFORMANCE UNDER THIS AGREEMENT WILL NOT ACT AS A WAIVER OF ANY IMMUNITY OF THE CITY TO SUIT OR LIABILITY UNDER APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE CITY, IN EXECUTING AND PERFORMING THIS AGREEMENT, IS A GOVERNMENTAL ENTITY ACTING IN A GOVERNMENTAL CAPACITY.

* * *

Signature Pages Follows

This Agreement is entered into and effective as of the date set forth above.

City of Fredericksburg, Texas:

By: _____
_____, Mayor

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on _____, 2024, by
_____, _____ of _____.

Notary Public in and for the State of Texas

Owner/Owners:

By: _____
(Typed name)

Date: _____

By: _____
(Typed name)

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on _____, 2024, by
_____, _____ of _____.

Notary Public in and for the State of Texas

Exhibit A

PROPERTY DESCRIPTION
(metes and bounds)

DRAFT

Exhibit B
CONCEPTUAL LAND USE PLAN

DRAFT

EXHIBIT C
FORM OF ANNEXATION PETITION

DRAFT



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Public Works and Utilities
TO: Mayor & City Council Members
FROM: Kris Kneese, Director of Public Works,
Utilities, and Engineer
MEETING DATE: July 16, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider Approval of a Construction Contract Award to JM Pipeline, LLC for Hollmig Lane Sanitary Sewer Rehabilitation Project (Kris Kneese, Director of Public Works & Utilities)

PRESENTATION:

SUMMARY:

Staff received nine (9) bids for the Hollmig Lane Sanitary Sewer Rehabilitation Project. JM Pipeline submitted the lowest of nine bids in the amount of \$353,681.50.

BACKGROUND:

With recent developments in the area of Hollmig Lane and Friendship Lane, money was budgeted in the fiscal year 2024 budget to address the existing sanitary sewer infrastructure in said area. The project includes re-routing the gravity sewer and force main from the Warehouse Lift Station to the Bob White Lift Station. This work will take pressure off the Warehouse Lift Station, which is not sized to handle sanitary sewer flows from the recent developments.

City Engineering Staff developed project bid documents, which publicly advertised for bid for three (3) weeks. Nine (9) bids were received at the bid opening on June 25, 2024. The bids received are attached. The low bid was submitted by JM Pipeline, LLC in the amount of \$353,681.50. The bids have been reviewed by City Staff and the low bid has been found to be complete. The City has worked with JM Pipeline LLC on other utility projects.

FUNDING SOURCE: Water Department Budget **FINANCIAL IMPACT:**
\$353,681.50

STAFF RECOMMENDATION:

City Staff recommends awarding the Hollmig Lane Sanitary Sewer Rehabilitation Project construction contract to JM Pipeline, LLC in the amount of \$353,681.50.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:
Neighborhood Quality

Workforce
Tourism
City Center
Mobility
Small Town Sensitive Growth
Governance

ATTACHMENTS:

1. Hollmig Lane Sewer As Read Bid Summary_062824

APPROVAL/REVIEW:



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: July 05, 2024



Garret Bonn, Assistant City Manager

Date: July 05, 2024



Krista Wareham, Director of Finance

Date: July 05, 2024



William McKamie, City Attorney

Date: July 05, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



BID OPENING FORM
City of Fredericksburg - Hollmig Lane Sewer Improvements Project
6/25/2024 2:30:00 PM

Contractor	Bid Bond	Acknowledgement of Addenda	Total Bid Amount (\$)
E-Z Bel Construction, LLC	✓	✓	\$ 1,436,475.00
LeeTech Services, LLC	✓	✓	\$ 499,459.00
Lupe Rubio Construction	✓	✓	\$ 567,191.57
RHTX Construction	✓	✓	\$ 854,313.31
Triun Construction	✓	✓	\$ 582,994.50
JM Pipeline	✓	✓	\$ 353,681.50
RAM Utilities	✓	✓	\$ 536,202.40
Nelson Lewis, Inc.	✓	✓	\$ 365,509.50
Sovrex, LLC	✓	✓	\$ 446,582.50



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Public Works and Utilities
TO: Mayor & City Council Members
FROM: Kris Kneese, Director of Public Works,
Utilities, and Engineer
MEETING DATE: July 16, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider the Approval of a Construction Contract Award to Environmental Improvements, Inc. for the Water Reclamation Facility Bar Screen Replacement Project (Kris Kneese, Director of Public Works & Utilities)

PRESENTATION:

SUMMARY:

One (1) bid was received for the Water Reclamation Facility Bar Screen Replacement Project. The bid was submitted by Environmental Improvements, Inc for \$324,900.00.

BACKGROUND:

The step screen, also known as a bar screen, at the Water Reclamation Facility is past its useful life and needs to be replaced. As a result, money was budgeted for fiscal year 2024 in the Water Department budget to replace the equipment. The screen located within the headworks and beginning of the wastewater treatment process, is an important piece of equipment that screens out materials that could damage downstream equipment in the treatment process. Additionally, the size of this equipment is specific to the existing concrete channel that houses it.

City Engineering Staff developed bid documents which publicly advertised for bid for three (3) weeks. One (1) bid was received at the bid opening on June 25, 2024. The bid was submitted by Environmental Improvements, Inc which is the equipment representative for this specific screen in the amount of \$324,900. The city has worked with Environmental Improvements, Inc. on other equipment purchases at the Water Reclamation Facility.

The FY24 budget for the project is \$286,000. City Staff recommends covering the \$38,900 budget overage with project savings from other Water Department projects.

FUNDING SOURCE: Water Department

FINANCIAL IMPACT:
\$324,900

STAFF RECOMMENDATION:

City Staff recommends approving the construction contract award to Environmental Improvements,

Inc. for the Water Reclamation Facility Bar Screen Replacement Project in the amount of \$324,900.00.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality
Workforce
Tourism
City Center
Mobility
Small Town Sensitive Growth
Governance

ATTACHMENTS:

None

APPROVAL/REVIEW:



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: July 05, 2024



Garret Bonn, Assistant City Manager

Date: July 08, 2024



Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Shelby Collier, Senior Planner

MEETING DATE: July 16, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider and take action on appeal of STR Permit denial for 705 E. Highway St. #104 by Owners Steve Jones and Dena Largent (Shelby Collier, Senior Planner)

PRESENTATION:

SUMMARY:

705 E Highway, Unit 104 is in the Homestead Condominium development that is zoned R2.

Owners: *Steve Jones and Dena Largent* – No property management listed

The most recent permit expired: August 31, 2023.

Size: 1,1759 sq ft 2 bedrooms – occupancy of 4

First operated under the 2018 Ordinance

Operating since 2021 Owners withdrew STR permit for a long-term lessor in August of 2023 – failed to renew the STR-Condo permit resulting in loss of nonconforming status.

Code Violations: No records

Hotel Occupancy Taxes – missing 3rd and 4th quarters of 2023 (due to long-term lease) and 1 quarter of 2024 – due to permit status

BACKGROUND:

The STR-Condo permit was not renewed in 2023 and when the owners were notified of HOT delinquency in February 2024, they responded saying they knew the permit expired and they no longer operated as an STR because they had a long-term tenant. The non-conforming status has expired.

The tenant has passed, and now they are requesting a new permit. STR Condo is no longer available and so the application was denied.

The applicant is trying to make the case that their condo should qualify as an STR-unoccupied so

they could apply for a Special Exception. This appeal of an interpretation of a definition would need to be taken to the Zoning Board of Adjustment.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality
Tourism

ATTACHMENTS:

1. STR Permit Appeal 705 E. Highway #104
2. email acknowledging expiration of permit_Redacted
3. 705 E Hwy zoning and STR maps

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: July 12, 2024



Garret Bonn, Assistant City Manager

Date: July 12, 2024



Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



STR Permit Appeal Application Form

Sec. 20-225 (b)

An appeal filed under this section must be filed with the director no later than the 20th day following the date on which the permit was denied. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reason why the action of the director should be modified or reversed.

Owner Information:

Full Name:

Steve Jones and Dena Largent

19108 Address: ~~10108~~ Excursion Falls Way

City: Jonestown State: Texas Zip: 78645

Phone Number: 512-636-1700

Email Address: stevejones1058@gmail.com

STR Property Information:

Address of the STR Property: 705 E. Highway St. #104 Zoning: R-2

STR Permit Number (if previously permitted): 8056001457

Reason for Appeal: See attached

If the property has been rented, has H.O.T. been remitted to the City of Fredericksburg? Yes

Date of Denial: 5/28/24 Filing Date (within 20 days of denial): 6/18/24

Details of Appeal:

Please provide a detailed explanation of why you are appealing the decision to deny, revoke, or modify your short-term rental (STR) permit:

Please see attached

sdf

Supporting Documentation:

Please attach any relevant documentation that supports your appeal (e.g., property records, HOT (Hotel Occupancy Tax) remittances, previous STR permits, correspondence with city officials, etc.):

Declaration:

I hereby declare that the information provided in this appeal application is true and accurate to the best of my knowledge. I understand that providing false information may result in the rejection of my appeal.

Signature: _____

Steve Jones

Date: _____

6/18/24

ACKNOWLEDGMENTS

State of Texas

County of Travis

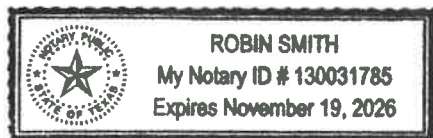
Before me, (*Robin Smith*), on this day personally appeared Steve Jones, known to me (or proved to me on the oath of or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *18th* day of *June*, 2024.

(Personalized Seal)

Notary Public's Signature

Robin Smith



Staff Review

Date accepted as complete: _____ **City Council Date:** _____

Result: _____

Submission:

Please submit this completed application form **along with any supporting documentation** within the required 20 days (after the permit was denied) to Anna Hudson, Director of Development Services, ahudson@fbgtx.org

The Director of Development Services has 14 days to review the appeal application, City council will hear the appeal at the next regularly scheduled city Council meeting, and may affirm, modify, or reverse an application denial. The City Council shall give written notice of a decision on an appeal to the appellant.

Note: The submission of an appeal does not guarantee a reversal of the decision regarding the short-term rental permit. Appeals will be reviewed in accordance with the relevant regulations and policies governing short term rental permits in Fredericksburg, Texas.

Addendum to STR Permit Appeal Application Form - 705 E. Highway St., #104

Reason for Appeal:

We believe that our property has vested rights under Chapter 245 of the Texas Local Government Code and a permit should have been issued. We further believe that our property meets the zoning code requirements for a special exception from the Zoning Board of Adjustment and we should be allowed to appeal to the Board.

Details of Appeal:

1) We purchased 705 E. Highway St. #104 with the expectation of using it as a short-term rental property. In fact, we obtained a STR permit and operated as a STR for nearly two years, during which time we hired a local property manager, paid our taxes, and observed all STR rules and regulations. Due to market changes, we switched from short-term to long-term rental and let our permit expire. After our permit expired, the rules were changed and we were denied renewal of our permit. We believe that we should be vested with the right to renew under the same rules that were in effect when the property was developed and permitted per Chapter 245 Tx Loc. Gov't Code.

2) We believe that our property, while being a condominium by ownership, meets the definition of "STR-unoccupied" and is therefore qualified for a special exception from the Zoning Board of Adjustment for a STR-unoccupied permit in a R-2 district. The definition of STR-unoccupied does not exclude condominium ownership in any way. Our property is a townhome (or "other residential real estate improvement") as provided in the definition and is therefore eligible for a STR-unoccupied permit. Our property meets all of the qualifications for a special exemption under the zoning ordinance. Our property shares property lines with at least two other permitted STRs and more than 50% of the properties within 200 feet of our house are permitted STRs.

For these reasons we respectfully request approval of our application for a STR permit.

FW: 4Q23 HOT PAST DUE

Tyler Baethge <tbaethge@fbgtx.org>

Wed 7/10/2024 2:49 PM

To: Anna Hudson <ahudson@fbgtx.org>

More proof off STR lapse on 705 E Highway

From: Jan Musgrove <jmusgrove@fbgtx.org>

Sent: Wednesday, July 10, 2024 2:46 PM

To: Tyler Baethge <tbaethge@fbgtx.org>

Subject: FW: 4Q23 HOT PAST DUE

From: Darren Eckhardt <deckhardt@fbgtx.org>

Sent: Wednesday, July 10, 2024 2:22 PM

To: Jan Musgrove <jmusgrove@fbgtx.org>

Subject: FW: 4Q23 HOT PAST DUE

This was her response to 4Q23 delinquent email.

Darren Eckhardt

City of Fredericksburg / Finance Department

Hotel Occupancy Tax Collections Specialist

830-990-2069

deckhardt@fbgtx.org

Click [here](#) for information about Hotel Occupancy Taxes (HOT)



-

From: Dena Largent [REDACTED] >

Sent: Friday, February 23, 2024 9:23 AM

To: Darren Eckhardt <deckhardt@fbgtx.org>

Subject: Re: 4Q23 HOT PAST DUE

We know longer operate our unit as an airbnb. Our permit should be expired. Do we need to submit anything?

Dena

Dena Largent

Realtor | All City Real Estate

(512) 897-4453 | 1022 Pecan Park Blvd Suite 10, Austin, TX 78729



4th Quarter 2023 Hotel Occupancy Taxes Past Due!

Under City Ordinance, [Article IV. Hotel Occupancy Tax](#), Section 41-70 for the Collection of Tax, “Every person owning, operating, managing, or controlling any hotel shall collect the tax imposed by Section 41-69 hereof for the City of Fredericksburg. The use of any agent or booking service shall not relieve any person from responsibility for payment of tax.”

Section 41-68 defines a Hotel as “a building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast.”

Section 41-71 states, Hotel Occupancy Tax shall be remitted on the last day of the month following each quarterly period.

Under Tax Code Chapter 351 for Municipal Hotel Occupancy Taxes, Interest on Delinquent Tax, interest of 4.25 percent will accrue from the first day after the date due until the tax is paid. Additionally, under Tax Code Chapter 351 for Tax Collection, a penalty of 15 percent of the tax due shall be due if the tax has been delinquent for at least one fiscal quarter.

If you did not have any receipts during the quarter, you are required to submit a remittance form declaring you did not have any receipts for the quarter.

If you are a short-term rental owner/operator, failure to remit hotel occupancy taxes could affect your ability to obtain or retain a short-term rental permit ([Appendix B - Zoning Ordinance, Section 5.401.11.c.iv](#)).

Under [Article IV. Hotel Occupancy Tax, Section 41-74](#), the City may file against you in Municipal Court for failure to collect, make reports and/or pay tax, which could yield up to a \$500.00 fine, or proceed against you in District Court to enjoin you from operating your short-term rental or overnight lodging facility. You could also be liable to the city for the City Attorney's fees for collection.

Sec. 20-224(a)(2) Failure to timely remit applicable hotel occupancy tax is a violation under this article and shall result in a 90-day permit suspension upon notice by the director if all applicable tax is not paid in accordance with a delinquency notice issued by the finance department. The city retains the right to pursue all available remedies prescribed under chapter 351 of the Local Government Code.

Please remit within 10 days of the date of this email. For assistance filing your Hotel Occupancy Taxes, send an email to deckhardt@fbgtx.org

Thank you for your time and prompt attention to this matter.

****Please disregard if you have already paid your 4Q23 HOT.**

[Form](#)

[Visit our Website](#)

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

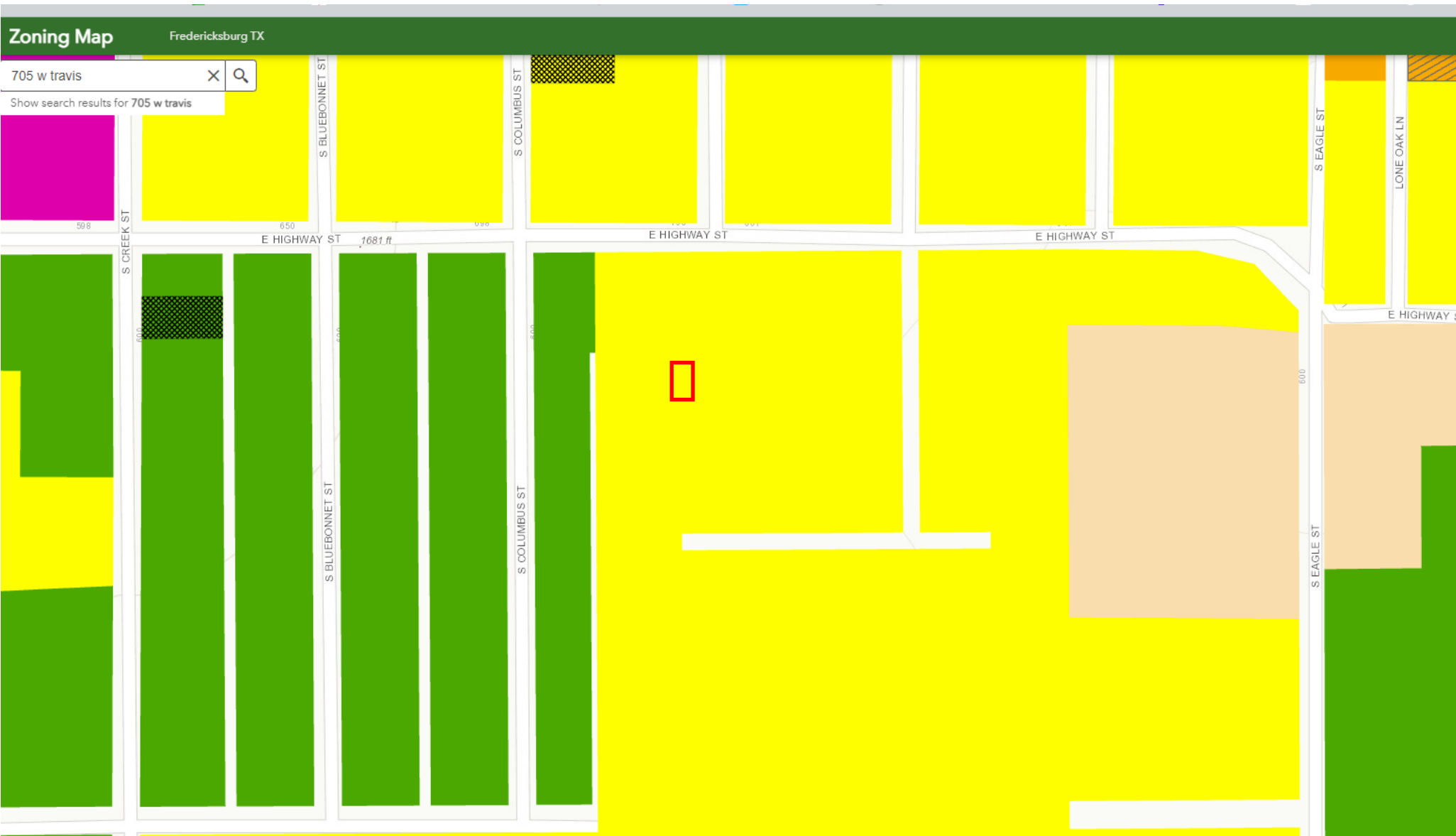
[Unsubscribe denalyn1@gmail.com](#)

[Update Profile](#) | [Constant Contact Data Notice](#)

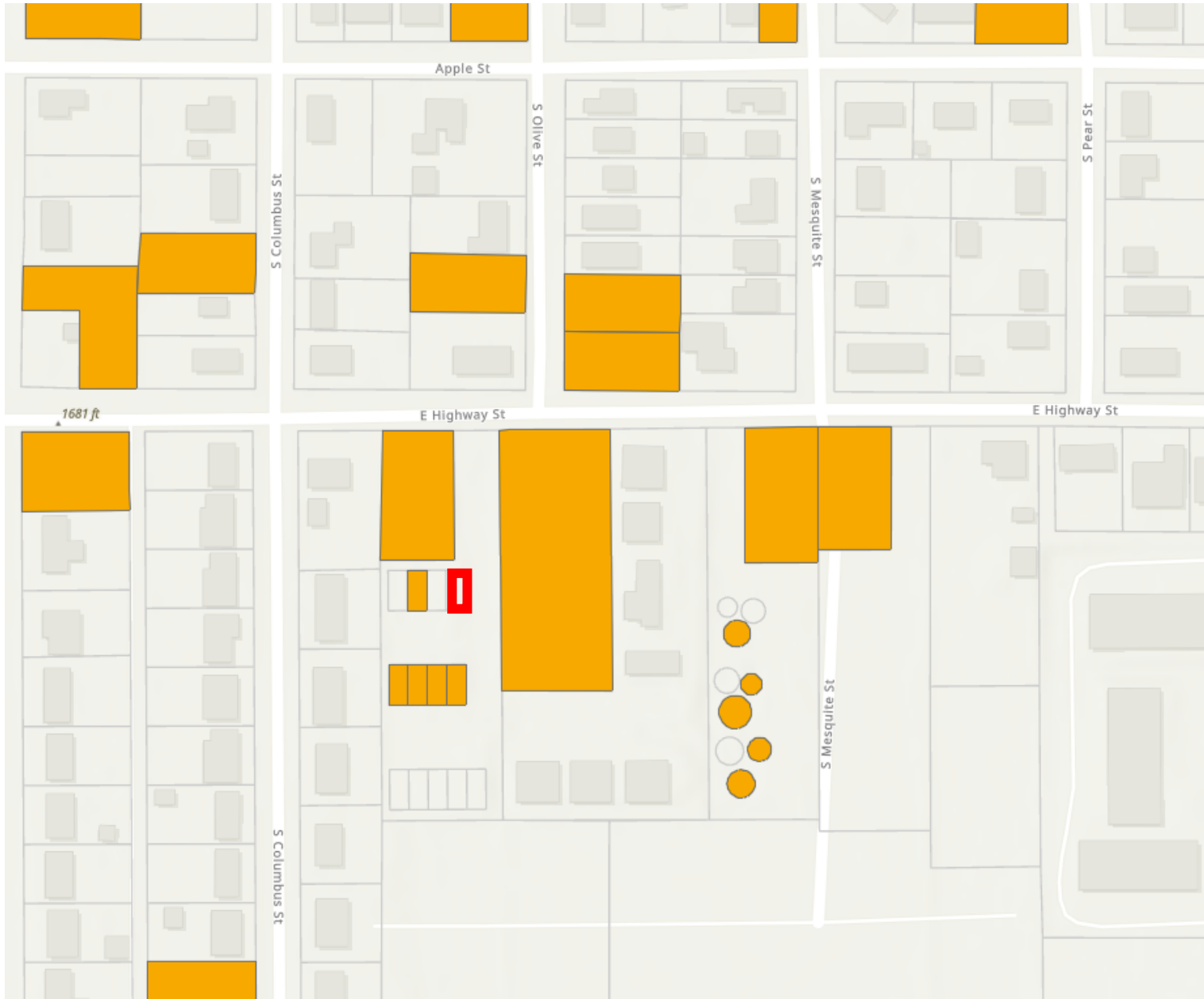
Sent by deckhardt@fbgtx.org, powered by



[Try email marketing for free today!](#)



-  705 E HIGHWAY
-  R2 Zoned (Condo)



 705 E HIGHWAY STREET

 Short Term Rentals



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Shelby Collier, Senior Planner

MEETING DATE: July 16, 2024

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider and take action on appeal of STR Permit denial for 705 W. Travis St. by Owners Mark & Julianne King (Shelby Collier, Senior Planner)

PRESENTATION:

SUMMARY:

705 W Travis is zoned R1 and is surrounded by R1 zoning. It is not eligible for a Special Exception. (see maps)

Most recent STR Permit expired: November 30, 2023.

Size: 1,015 sq ft house on .23 acre lot with 2 bedrooms with occupancy of 4

Owners: Julianne and Mark King

Managed by: Bach Brothers

Code Violations: No records

Hotel Occupancy Taxes: compliant

BACKGROUND:

The King's are a local family that own 3 STR properties. 204 E College, 413 W College and 705 W Travis. 204 E College & 413 W College are compliant and filed timely renewals. However, 705 W Travis had an STR permit that expired on November 30, 2023, although they have faithfully remitted HOT and are up-to-date with all HOT payments.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Tourism

ATTACHMENTS:

1. STR Appeal application 705 W Travis
2. 705 W Travis zoning and STR maps

APPROVAL/REVIEW:



Anna Hudson, Director of Development Services

Date: July 12, 2024



Garret Bonn, Assistant City Manager

Date: July 12, 2024



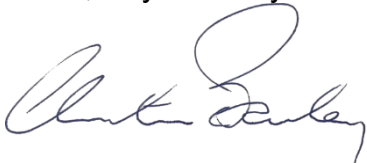
Krista Wareham, Director of Finance

Date: July 12, 2024



William McKamie, City Attorney

Date: July 12, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



STR Permit Appeal Application Form

Sec. 20-225 (b)

An appeal filed under this section must be filed with the director no later than the 20th day following the date on which the permit was denied. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reason why the action of the director should be modified or reversed.

Owner Information:

Full Name:

Mark & Julianne King / FBG-IDAQ LLC

Address: 413 W. College St. / PO Box 1924

City: Fredericksburg State: TX Zip: 78624

Phone Number: 830.990.8940

Email Address: markfdg@sbcglobal.net jbk77@sbcglobal.net

STR Property Information:

Address of the STR Property: 705 W. Travis Zoning: R-1

STR Permit Number (if previously permitted): 8056001711

Reason for Appeal: Denial of permit renewal

If the property has been rented, has H.O.T. been remitted to the City of Fredericksburg? Yes

Date of Denial: 5.31.2024

Filing Date (within 20 days of denial): 6.19.2024

Details of Appeal:

Please provide a detailed explanation of why you are appealing the decision to deny, revoke, or modify your short-term rental (STR) permit:

(please see attached)

Supporting Documentation:

Please attach any relevant documentation that supports your appeal (e.g., property records, HOT (Hotel Occupancy Tax) remittances, previous STR permits, correspondence with city officials, etc.):

Declaration:

I hereby declare that the information provided in this appeal application is true and accurate to the best of my knowledge. I understand that providing false information may result in the rejection of my appeal.

Signature: _____

Date: 6/18/24

ACKNOWLEDGMENTS

State of Texas

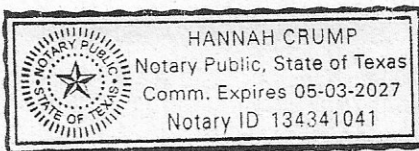
County of Gillespie

Before me, (Mark King), on this day personally appeared Julianne King, known to me (or proved to me on the oath of or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of June, 2024.

(Personalized Seal)

Notary Public's Signature



[Signature]

Staff Review

Date accepted as complete: _____ **City Council Date:** _____

Result: _____

Submission:

Please submit this completed application form **along with any supporting documentation** within the required 20 days (after the permit was denied) to Anna Hudson, Director of Development Services, ahudson@fbgtx.org

The Director of Development Services has 14 days to review the appeal application, City council will hear the appeal at the next regularly scheduled city Council meeting, and may affirm, modify, or reverse an application denial. The City Council shall give written notice of a decision on an appeal to the appellant.

Note: The submission of an appeal does not guarantee a reversal of the decision regarding the short-term rental permit. Appeals will be reviewed in accordance with the relevant regulations and policies governing short term rental permits in Fredericksburg, Texas.

June 18, 2024

STR Permit Appeal: 705 W. Travis (Permit # 8056001711)

We are writing to request an appeal to the STR permit denial received on May, 31, 2024, for our property "The Gable," located at 705 W. Travis in Fredericksburg, Texas.

In short, due to a clerical error and our on-going technical issues with *Granicus*, we failed to timely submit our application for this STR permit renewal. The moment this oversight was brought to our attention, we immediately ceased operating or advertising the property as an STR and have been in constant communication with the City to rectify this issue. We accept that it was our responsibility to timely submit a renewal application. However, as described in more detail below and as evidenced by the years' long history of our consistent and timely submission of all H.O.T. paperwork and payments (including each payment due and owing during the lapse in our STR permit), we have never intended to operate outside of the City's ordinances, and we respectfully request that the City review this issue in its entirety and reconsider the denial of our STR permit.

In December 2021, we submitted our original permit application for this property through *Avenu Insights* and received the initial approval and permit issuance on January 3, 2022. Our subsequent H.O.T. payments and renewals were likewise made directly through the *Avenu* portal. However, once the City pivoted to the *Granicus* software in Spring 2022, we experienced significant issues with onboarding this property to our portal account. At that time, we worked directly with Shelby Collier and Janelle Chapman to rectify the problems (please see the attached email correspondence); however, the issues remained, and we were never able to submit H.O.T. paperwork or payments or permit renewals through *Granicus*. Accordingly, we diligently submitted all H.O.T. paperwork and payments by check in person at the City's office.

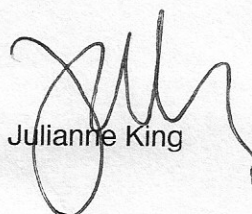
Our Fall 2022 renewal was also handled by Shelby Collier directly through her office since we continued to experience issues with *Granicus* and had no ability to manage that property online, as evidenced by the attached e-mail correspondence. We continued to check back into the *Granicus* issue throughout the ensuing months to see if the onboarding issues were rectified, and in an attempt to renew the 705 W. Travis permit, to no avail. Given the ongoing issues with *Granicus*, we took note that we needed to reach out to the STR coordinator to work through the renewal process directly with City office. Unfortunately, we failed to do so and did not follow through as intended with that communication. We likewise never received any notice or correspondence regarding the upcoming permit expiration. Once the *MGO Portal* opened, we were able to onboard 705 W. Travis, which still showed as active in February 2024. In May 2024, we hired local management company, Bach Brothers, to run our property. It was only when they reached out to the City to request an update to the management company listing on the permits that we learned of the expired permit for 705 W. Travis. At that time, we immediately ceased operating that property as an STR, and contacted the City for guidance.

Throughout the years, we have worked diligently alongside the City to navigate each software change, code update, and amendment to the rules and regulations for operating STRs to remain fully compliant. We accept responsibility for our clerical error and request the City Council grant us some leniency due to the history of extenuating circumstances.

Respectfully,



Mark King



Julianne King



Julianne King

Scan Dec 3, 2021 at 8:57 AM

To: supportmuni@avenuinsights.com

December 3, 2021 at 9:01 AM

Good morning!

I am reaching out to submit paperwork for a Short Term Rental Permit for the City of Fredericksburg, TX. We currently have an existing account with two properties under our umbrella. We would like to submit the paperwork via email and pay the fee over the phone with a credit card today. The STR permit application is attached and our contact information below.

Thank you for your help,

Julianne King

FBG-IDAQ, LLC

Acct # 498894

Cell: 713.725.9605



City of Fredericksburg, TX Short Term Rental Permit Application



Short Term Rental Permit Fee is \$150.00 per unit. Make check payable to "Tax Trust Account".
Remit payment to: City of Fredericksburg • c/o Avenue Insights & Analytics • PO Box 830725 • Birmingham, AL 35283-0725
Toll Free Phone: (866) 240-3665 • Fax: (855) 219-4338 • Email: supportmuni@avenuinsights.com

Short Term Rental Inspection

Short term rental units are subject to inspection before issuance of a short-term rental operating permit. After submitting your permit application with payment, you must call the inspection request line at (830) 990-2056 and follow the instructions to request your STR inspection. If you fail to schedule the inspection of this unit within 30 days of your permit expiration date, or if this is a new STR, within 30 days of the date of this application, your file may be referred to the Municipal Court as an ordinance violation case.

The inspection will include compliance with the 2015 Life Safety Code, 2015 International Fire Code, 2015 International Residential Code and all applicable City of Fredericksburg Code of Ordinances. Failure to comply may require you to appear in Municipal Court.

Business Information

Must complete one application per unit

Business Name: FBG-IDAQ, LLC Account No.: 498894
Name of Establishment and/or Unit: The Gable Permit Exp. Date: _____
Business Mailing Address: PO Box 1924
Unit's Physical Location Address (No PO Box): 705 WEST TRAVIS
Ownership Type: ☐ Sole Proprietorship ☐ General Partnership ☐ Corporation ☒ LLC ☐ LLP ☐ Other:
Business' Start Date: 12/20/19 FEIN: 84-4139475 State of TX Tax ID: 32072945374
Local Contact Name: Mark King Telephone No.: 930 Date of STR Application: _____
(Local Contact must be available 24/7 while guests are occupying premises and respond within 60 minutes of notice)

Owner's Information

(Must complete this section in its entirety)

Use separate sheet of paper with additional owners' information if necessary.

Owner's Name: FBG-IDAQ, LLC / Mark King
Mailing Address: PO Box 1924 FBG, TX 77624
Telephone No.: 930.998.8940 Email Address: markking@sbca10ba1.net

Ownership Type: ☐ Sole Proprietorship ☐ General Partnership ☐ Corporation ☒ LLC ☐ LLP ☐ Other:
 Business' Start Date: 12/2019 FEIN: 84-4139475 State of TX Tax ID: 32072945374
 Local Contact Name: MARK KING Telephone No.: 930 Date of STR Application: _____
 (Local Contact must be available 24/7 while guests are occupying premises and respond within 60 minutes of notice)

Owner's Information
 (Must complete this section in its entirety)
 Use separate sheet of paper with additional owners' information if necessary.
 Owner's Name: FRM-12A, LLC / MARK KING
 Mailing Address: PO BOX 1924 FBG, TX 76024
 Telephone No.: 930.999.8940 Email Address: markking@stcglobal.net

Management Company Information
 Management Company: _____
 Operator Contact: MARK KING
 Mailing Address: _____
 Telephone No.: _____ Email Address: _____

Zoning Information
 (Must complete this section in its entirety)
 Zoning District of Establishment R-1 (The number of allowable units is based on zoning.)
 If the STR is located in R1 zoning, is it the principal residence of the owner? ☐ Yes ☒ No
 Size of Property/Parcel: .23ac Size of House (sf): 1015 Number of Bedrooms: 2
 Proposed Daytime Occupancy: 4 Proposed Overnight Occupancy: 4
 Number of Units: 1 (Advertised as separate habitable area, if one structure is divided and advertised for multiple reservations, the number of separate reservations at one time. Permit and fee is required for each unit.)
 Number of Off-Street Parking Spaces: _____ Location of Parking: DRIVEWAY
 You must attach a diagram showing the proposed use and on-site parking for your application to be considered complete.
 Description of any Food Service to be Provided: none
 If serving food to overnight guests, the owner or manager shall successfully complete a food manager's certification course accredited by the State.

Applicant Name (Please Print): Mark A. King Signature: [Signature]

Sent from my iPhone



Milissa A. Majerik

RE: Scan Dec 3, 2021 at 8:57 AM

To: Julianne King, Cc: SupportMuni

December 3, 2021 at 11:00 AM

[Details](#)



Siri Found a Contact

Milissa A. Majerik
 milissa.majerik@avenuinsights.com

Add



Milissa A. Majerik

RE: Scan Dec 3, 2021 at 8.57 AM

To: Julianne King, Cc: SupportMuni

December 3, 2021 at 11:00 AM



Details



Siri Found a Contact

Milissa A. Majerik

milissa.majerik@avenuinsights.com

Add



Thank you!

We will call you shortly to take payment information.

Sincerely,

Milissa Majerik

SR SPECIALIST

Avenu Insights & Analytics

600 Beacon Pkwy W, Ste 900

Birmingham, AL 35209

(p) 866-240-3665 Ext 34208

(f) 205-423-4099

milissa.majerik@avenuinsights.com

www.avenuinsights.com



CONFIDENTIALITY NOTICE: This e-mail, and any information or attachments, is intended only for the addressee and may contain material that is privileged and confidential under the Alabama Taxpayers' Bill of Rights, ALA. CODE § 40-2A-1 *et seq.*, or prohibitive disclosure provisions under other states' tax laws. Any interception, review, retransmission, dissemination, or the taking of any action upon this information by persons or entities other than the intended recipient is prohibited by law and may subject them to criminal and/or civil liability. If you received this communication in error, please contact the sender immediately at 866-240-3665, and delete the communication from any computer or network system. Although this e-mail and any attachments are believed to be free of any virus or other defect that might negatively affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Avenu Insights & Analytics for any loss or damage arising in any manner in the event that such a virus or defect exists. Nothing in this message is intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding any penalties that may be imposed. The reader is hereby notified that any disclosure of this communication is strictly prohibited.

From: Julianne King <jbk77@sbcglobal.net>

Sent: Friday, December 3, 2021 9:01 AM

To: SupportMuni <support@muniservices.com>

Subject: Scan Dec 3, 2021 at 8.57 AM

CAUTION: This email originated from an External Source. Please use proper judgment and caution



MK

Mark King

December 9, 2021 at 10:24 AM

Fwd: PERMIT NUMBER FOR ACCOUNT# 686550- THE GABLE

To: Julianne King

Mark King
King Design Group, Inc.
830-998-8940
markkdg@sbcglobal.net

Begin forwarded message:

From: Sheryl Hannah <Sheryl.Hannah@avenuinsights.com>
Date: December 9, 2021 at 10:23:43 AM CST
To: markkdg@sbcglobal.net
Cc: "Milissa A. Majerik" <Milissa.Majerik@avenuinsights.com>
Subject: PERMIT NUMBER FOR ACCOUNT# 686550- THE GABLE

Your new current permit number is 8056001711. The permit is currently on hold from the city pending inspection. You can call 830-990-2056 or email inspections@fbgtx.org. to schedule your inspection of the property. Once the inspection has been completed the permit will be released

Sheryl Hannah
Business License Administrator

Avenu Insights & Analytics
600 Becon Parkway W Ste.900
Birmingham, AL 35209
Office +1 866-240-3665
Ext.34156
Fax +1 844 528 6529
sheryl.hannah@avenuinsights.com

The information contained in this e-mail, and any attachment, is confidential and is intended solely for the use of the intended recipient. Access, copying or re-use of the e-mail or any attachment, or any information contained therein, by any other person is not authorized. If you are not the intended recipient please return the e-mail to the sender and delete it from your computer. Although we attempt to sweep e-mail and attachments for viruses, we do not guarantee that either are virus-free and accept no liability for any damage sustained as a result of viruses.

City of Fredericksburg, TX

Short Term Rental Certificate of Compliance

NON-TRANSFERABLE - POST IN A CONSPICUOUS PLACE
THIS CERTIFICATE EXPIRES 11/30/2022

Date Issued: 1/3/2022

Permit No: 8056001711

Permit Issued to: FBG IDOQ LLC
THE GABLE
PO BOX 1924
FREDERICKSBURG, TX 786240000

Account No: 686550

Zoning: R1

Unit Location: 705 W TRAVIS
FREDERICKSBURG, TX 78624

Daytime Occupancy Limit: 4

Operator: FBG IDAQ LLC

Nighttime Occupancy Limit: 4

Contact Person: MARK KING 830-998-8940

Parking Location: DRIVEWAY

Other Information: Refuse is handled by the operator. Do not overload cart. No exposed refuse.

This Certificate has been issued according 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 the inspection, this structure complied with the various ordinances of the Jurisdiction regulating STR use.

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.



The City of Fredericksburg

THIS CERTIFICATE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

This certificate must be posted.

Avenu

Issuing Authority

Questions regarding this license should be addressed to Avenu at (866) 240-3665



Julianne King

October 28, 2022 at 11:54 AM

Fwd: HOT submittal question

To: Janelle Chapman, Short Term Rentals, Cc: Shelby Collier

[Details](#)

Good morning Janelle!

I am attempting to submit payment for HOT for our four properties and am having issues linking and getting into the portal to do so. All properties are under our umbrella, FBG-IDAQ, LLC. When I attempt to link our properties, I am required to enter first and last name only. Please advise. The four permits are listed below:

The Gable (705 W Travis St) Permit #: 8056001711

The Cape (204 E College St) Permit #: 8056000706

The Backhouse @ The Cape (204 E College St) Permit #: 8056000707

The Vier (413 W College St) Permit #: 8056002147

Thank you for your help,

Julianne King
713.725.9605

Mark King
832.628.1906
830.998.8940

[See More](#) from Shelby Collier

Found in Inbox - Yahoo! Mailbox



Janelle Chapman

October 28, 2022 at 3:28 PM

RE: HOT submittal question

To: Julianne King, Cc: Short Term Rentals

[Details](#)

Good afternoon, Julianne~

Thank you for letting us know about the trouble you are experiencing. City Staff is aware that some owners/operators are unable to link properties and/or pay Hotel Occupancy Taxes online using the new Granicus software platform. We do not have an estimated time when the issue will be resolved.

In order to accommodate online payment for Hotel Occupancy Taxes, you may complete the



Janelle Chapman

RE: HOT submittal question

To: Julianne King, Cc: Short Term Rentals

October 28, 2022 at 3:28 PM



[Details](#)

Good afternoon, Julianne~

Thank you for letting us know about the trouble you are experiencing. City Staff is aware that some owners/operators are unable to link properties and/or pay Hotel Occupancy Taxes online using the new Granicus software platform. We do not have an estimated time when the issue will be resolved.

In order to accommodate online payment for Hotel Occupancy Taxes, you may complete the remittance form, available [here](#), and request a secure online payment link. I will send you an invoice with a payment link. You can pay by credit card or ACH bank draft.

If you choose not to remit HOT online, you may complete the remittance form available [here](#). You may mail or drop off your remittance form with a check or money order. Checks/money orders should be payable to City of Fredericksburg.

During business hours, you may drop off your remittance form and payment on the 1st floor in the Utility Billing Dept. at City Hall located at 126 W. Main St. *After business hours*, you may drop off your remittance form and payment in the drop box located on the Crockett Street side of the City Hall building.

You may mail your check/money order to:

City of Fredericksburg
c/o Hotel Occupancy Tax
126 W Main St
Fredericksburg, TX 78624

Please let me know how you wish to proceed.

Additional information about how to remit/pay Hotel Occupancy Taxes is available [here](#).

I appreciate your patience!

Thank you kindly,
Janelle

Janelle Chapman, CPP



The City of



Julianne King

October 28, 2022 at 3:54 PM

Re: HOT submittal question

To: Janelle Chapman, Cc: Short Term Rentals

[Details](#)

Janelle-

Thank you for the information! I printed and completed three forms and attached checks, all was dropped off with Ms. Crenwelge in the Utility office earlier today. At your convenience, could you please let me know how I can confirm that HOT payment was received for Quarter 2 of 2022 for The Cape and The Backhouse @ The Cape. I believe payment was submitted on July 25. Also, I will need to submit a renewal request in November for one of our properties...if the system is still not operational by then, is there another way to provide renewal paperwork?

Thanks again for your help,
Julianne

[See More](#) from Janelle Chapman

Found in Inbox - Yahoo! Mailbox



Janelle Chapman

October 28, 2022 at 4:59 PM

RE: HOT submittal question

To: Julianne King, Cc: Short Term Rentals

[Details](#)



Siri Found a Contact

Janelle Chapman
jchapman@fbgtx.org

[Add](#) [×](#)

Yes, 2nd quarter 2022 HOT was received.

I work in Finance and handle HOT Collections for the City. I will need to defer to Shelby Collier in Development Services for STR renewal processes. Since the issues with the Granicus system have happened recently, a renewal process outside of the Granicus system may still be in the development stages.

Thank you kindly,

Janelle Chapman, CPP



The City of

Development Services for S I R renewal processes. Since the issues with the Granicus system have happened recently, a renewal process outside of the Granicus system may still be in the development stages.

Thank you kindly,

Janelle Chapman, CPP



The City of Fredericksburg

Purchasing Coordinator, and
Hotel Occupancy Tax Collections
Finance Department

126 W. Main St.

Fredericksburg, TX 78624

830-990-2023 Direct

jchapman@fbgtx.org

www.fbgtx.org

View Hotel Occupancy Tax information [here](#).

[See More](#) from Julianne King

Found in Sent - Yahoo! Mailbox



Julianne King

October 28, 2022 at 5:41 PM

Re: HOT submittal question

To: Janelle Chapman

Super thank you. I can reach out to Shelby next week...no worries.

Thanks again!

Sent from my iPhone

[See More](#) from Janelle Chapman



Shelby Collier

RE: HOT submittal question

To: Janelle Chapman, Julianne King

October 31, 2022 at 11:20 AM



Good morning Julianne,

It is always a pleasure to hear from you.

I will gladly verify receipt of your renewal, what property are you wanting to verify?



"We're leading with integrity while providing the best customer services to our community."

Shelby Collier/ Associate Planner/ City of Fredericksburg
O. 830-990-2013/ scollier@fbgtx.org

From: Janelle Chapman <jchapman@fbgtx.org>

Sent: Friday, October 28, 2022 4:59 PM

To: Julianne King <jbk77@sbcglobal.net>

Cc: Short Term Rentals <str@fbgtx.org>

Subject: RE: HOT submittal question

Yes, 2nd quarter 2022 HOT was received.

I work in Finance and handle HOT Collections for the City. I will need to defer to Shelby Collier in Development Services for STR renewal processes. Since the issues with the Granicus system have happened recently, a renewal process outside of the Granicus system may still be in the development stages.

Thank you kindly,

Janelle Chapman, CPP



The City of



Julianne King

Re: HOT submittal question

To: Shelby Collier, Cc: Janelle Chapman

October 31, 2022 at 12:29 PM

[Details](#)

Thanks Shelby!

I guess two different questions at hand...

1) This is the one I am inquiring about how to submit a renewal request now since I am unable to do anything on the portal:

The Gable (705 W Travis St) Permit #: 8056001711

2) The following are the renewals that were submitted and paid for in May but have not received updated permits:

The Cape (204 E College St) Permit #: 8056000706

The Backhouse @ The Cape (204 E College St) Permit #: 8056000707

Thanks again,
Julianne

[See More](#) from Shelby Collier

Found in Inbox - Yahoo! Mailbox



Shelby Collier

RE: HOT submittal question

To: Julianne King, Cc: Janelle Chapman

November 2, 2022 at 10:15 AM

[Details](#)

Good morning Julianne,

To submit a renewal through Granicus you will need to first create an account.

Once your account has been created you may then link your STR Permit to your account.

CITY OF

CITY OF FREDERICKSBURG

Create an Account to Link Existing
Permitted Properties to Your Account and
Pay Hotel Occupancy Taxes

CLICK HERE

Home Dashboard Services



MyRequests

Settings

City of Fredericksburg Short-term Rental Registration System.

Welcome

Your Details

The Property

Property Details

Documents

Terms and Payment

Do you have an existing short-term rental permit? *

☐ Yes

☐ No

X CANCEL

NEXT >

Please feel free to contact me if you have any questions.

As for your pending renewals, I will do my best to get those processed this week.



Janelle Chapman

Automatic reply: HOT submittal question

To: Julianne King

November 2, 2022 at 12:33 PM

THIS IS AN AUTOMATED EMAIL RESPONSE.

Please read the **IMPORTANT INFORMATION BELOW.**

Thank you for your email! I am out of the office and will return on Monday, November 7th. I will respond as soon as possible upon my return to the office. I appreciate your patience.

****** City Staff is aware that some owners and operators are unable to link short-term rental properties to their account. We are working with Granicus to determine the issue and get it resolved. I apologize for the inconvenience this has caused ******

3rd quarter 2022 Hotel Occupancy Taxes are due by October 31, 2022. NO INTEREST OR PENALTY WILL BE CHARGED through November 30, 2022 for late remittance of 3rd quarter 2022 HOT.

For **Short-term Rental (STR) permit questions**, please contact Shelby Collier in the Development Services Dept. at 830-990-2013 or send an email to str@fbgtx.org

For **Hotel Occupancy Tax (HOT) questions**, please review our dedicated HOT webpage [here](#) for more information. You may also view our FAQ's [here](#). These resources may answer your questions prior to my response.

In order to accommodate payment for Hotel Occupancy Taxes, you may complete the fillable Hotel Occupancy Tax Remittance form, available [here](#), and request a secure online payment link. I will send you an invoice with a secure payment link.

If you choose not to remit HOT online, you may complete the remittance form available [here](#). You may mail or drop off your remittance form with a check or money order.

During business hours, you may drop off your remittance form and payment on the 1st floor in the Utility Billing Dept. at City Hall located at 126 W. Main St. *After business hours*, you may drop off your remittance form and payment in the drop box located on the Crockett Street side of the City Hall building.

You may mail your check/money order to:

You may mail your check/money order to:
City of Fredericksburg
c/o Hotel Occupancy Tax
126 W Main St
Fredericksburg, TX 78624

Please let me know if I may assist you further.

Thank you for your time and patience!



Shelby Collier

Automatic reply: HOT submittal question

To: Julianne King

November 2, 2022 at 12:33 PM

AUTOMATIC REPLY

City Staff is aware that some owners/operators are unable to link properties and/or pay Hotel Occupancy Taxes online using the new Granicus software platform. We do not have an estimated time when the issue will be resolved.

The City of Fredericksburg has created many helpful tools to assist you with your questions regarding Short-Term Rentals.

All of which may be viewed at the [Short-Term Rental Webpage](#) or you may access the interactive Zoning Map [here](#).

You may view the summary of new STR Ordinance [here](#) or you may view the complete Ordinance [here](#).

If you would like to renew or register for a Short-Term Rental or pay for existing HOT accounts, you may do so [here](#).

Staff has also created a [FAQ](#) to assist you.

Thank you for your patience and understanding.

Have a blessed day!



Julianne King

Re: HOT submittal question

To: Shelby Collier, Cc: Janelle Chapman

November 2, 2022 at 12:22 PM

[Details](#)

Yes ma'am I've already attempted to do that and it will not allow me to link anything. That's why I had to print paper forms and submit HOT payment in person.

Julianne

[See More](#) from Shelby Collier

Found in Inbox - Yahoo! Mailbox



Shelby Collier

RE: HOT submittal question

To: Julianne King, Cc: Janelle Chapman

November 4, 2022 at 3:36 PM

[Details](#)

Julianne,

I am sorry, it appears that some owners/operators are unable to link properties and/or pay Hotel Occupancy Taxes online using the new Granicus software platform. I have not received a timeframe that we expect this issue to be resolved.

I did look at your account and it appears that the email address associated with 705 W. Travis is markkdg@sbcglobal.net.

Is this correct? If not, I can change it to your email address and see if that is the problem.

Let me know your thoughts.

Thank you!



"We're leading with integrity while providing the best customer services to our community."

Shelby Collier/ Associate Planner/ City of Fredericksburg
O. 830-990-2013/ scollier@fbgtx.org

See More from Julianne King

Found in Sent - Yahoo! Mailbox



Julianne King

November 4, 2022 at 4:39 PM

Re: HOT submittal question

To: Shelby Collier, Cc: Janelle Chapman

[Details](#)

Yes that is the email address...I actually attempted both Mark's email and my own but couldn't get either to work.

Sent from my iPhone

See More from Shelby Collier

Found in Sent - Yahoo! Mailbox



Julianne King

November 12, 2022 at 12:39 PM

Re: HOT submittal question

To: Shelby Collier, Cc: Janelle Chapman

[Details](#)

Shelby-

Just circling back around...so both my email as well as Mark's are now connected to two of our properties, however the other two don't show up in either of our profiles. Those names and registration numbers are below. Additionally, when I open the file for The Gable on 705 W Travis (Permit #: 8056001711), there is no button or link or anything to click to apply for a renewal. My permit expires this month...I am traveling a lot and would prefer to get that renewal submitted as soon as possible. Can you please advise how I request a renewal through the platform. As well as let me know how to connect the following properties to our online account.

|| The Cape (204 E College St) Permit #: 8056000706

|| The Backhouse @ The Cape (204 E College St) Permit #: 8056000707

||
Thanks,
Julianne

Thanks,
Julianne

[See More](#) from Julianne King



Shelby Collier

November 22, 2022 at 4:51 PM

RE: HOT submittal question

To: Julianne King, Cc: Janelle Chapman, Jan Musgrove

[Details](#)

Good afternoon Julianne,

Following up on this ongoing issue.

I have reached out to Granicus and have not received a satisfactory response.

Unfortunately, we do not have an estimated time when the issue will be resolved.

Please be assured that the current issues with the Granicus software will not adversely impact your ability to use the property as a Short-Term Rental.

If Granicus does not respond timely to the issues you are experiencing, you will not be found at fault for a potentially late renewal.

My sincerest apologies for the issues you are experiencing.

Have a blessed day!



"We're leading with integrity while providing the best customer services to our community."

Shelby Collier/ Associate Planner/ City of Fredericksburg
O. 830-990-2013/ scollier@fbgtx.org

[See More](#) from Julianne King



City of Fredericksburg
126 W Main Street
Fredericksburg, TX 78624
(830) 997-7521

Success

Here is your receipt.

04/24/2024 10:44 AM

FBG-IDAQ, LLC FBG-IDAQ, LLC

Confirmation Number: 171150885

FB - 7% Hotel Occupancy Tax

\$365.84

Total

\$365.84

Pay Method: ARROWHEAD BANK **** 4021

An email receipt was sent to: jbk77@sbcglobal.net

Powered By: **xpress** BILL PAY



Remit to: City of Fredericksburg, TX • c/o Hotel Occupancy Taxes • 126 W. Main St. • Fredericksburg, TX 78624

Phone: (830) 990-2069 • Email: str@fbqtx.org

We accept checks, money orders, credit cards and ACH bank draft

To pay by credit card or ACH bank draft, email this form to str@fbtfx.org • Staff will send you an invoice with a secure payment link.
NOTE: Credit card fee is 2.9% • ACH bank draft is 0.08% up to \$5.00.

ATTENTION: If you are filing for more than one filing period, please complete a separate return for each period.

1. Business Name: TRG-IDAQ, LLC
2. Business Mailing Address: PO BOX 1924
3. Business City, State, Zip: Ft. TX 78024
4. Contact Name: MARK-ELIANNNE KING
5. Contact Email: MARK-KING@STGONLINE.NET
6. Contact Phone: 830.998.8440
7. Physical Location Address: 705 W MAIN ST FT TX 78024
8. I am filing Hotel Occupancy Taxes for one of the following (check one):
☒ STR ☐ Hotel/Motel
9. I am filing Hotel Occupancy Taxes for one of the following (check one):
☐ 10. I declare I did not have any taxable receipts.

[illegible]

220. Taxpayer Changes: Please use this section to show any changes or corrections on the Taxpayer. If this property has been sold or transferred, please indicate the New Taxpayer's Information.

Taxpayer Name: _____
Mailing Address: _____
City, State, Zip: _____

Contact Email: _____
Contact Phone: _____
Date of Change: _____

21. **PROPERTY CHANGES** Please check one (if applicable):

☐ I will not be renting this property any longer - this is my final report.

☐ I have sold this property and will not be renting it any longer - this is my final report.

☐ I am renting this property, but only for periods of 30 days or more at a time - this is my final report.

22. By signing below, I declare that the information in this document and any attachments are true and correct to the best of my knowledge and belief.

Sign Here  _____
 Signature of Duly Authorized Agent

Print Here _____
 Printed Name of Duly Authorized Agent

Date _____
 12.29.2024

Returned Funds Disclaimer: Each returned item (check, automated clearing house (ACH) or credit card) received by the City of Frederickburg due to insufficient funds will be assessed a \$30 administration fee. The City is not responsible for any additional bank fees that will accrue due to the submission of the returned item.



Remit to: City of Fredericksburg, TX • c/o Hotel Occupancy Taxes • 126 W. Main St. • Fredericksburg, TX 78624

Phone: (830) 990-2069 • Email: str@fbgtx.org

We accept checks, money orders, credit cards and ACH bank draft

To pay by credit card or ACH bank draft, email this form to str@fbqtx.org • Staff will send you an invoice with a secure payment link.

NOTE: Credit card fee is 2.9% • ACH bank draft is 0.08% up to \$5.00.

ATTENTION: If you are filing for more than one filing period, please complete a separate return for each period.

1. Business Name: Phy-1PAQ, LLC
 2. Business Mailing Address: PO BOX 9124
 3. Business City, State, Zip: Ft. TX 76024
 4. Contact Name: Mary Julianne King
 5. Contact Email: markydsglobal.net
 6. Contact Phone: 830.998.9940
 7. Physical Location Address: 105 W. WMS Ft. TX 76024
 8. I am filing Hotel Occupancy Taxes for one of the following (check one):
☒ STR ☐ Hotel/Motel
 9. I am filing Hotel Occupancy Taxes for one of the following (check one):
☐ 10. I declare I did not have any taxable receipts.

☐ 1st Quarter - Jan. 1 thru Mar. 31
 ☒ 2nd Quarter - Apr. 1 thru Jun. 30
 ☐ 3rd Quarter - Jul. 1 thru Sep. 30
 ☐ 4th Quarter - Oct. 1 thru Dec. 31

[illegible]

20 Taxpayer Changes. Please use this section to show any changes or corrections on the Taxpayer. If this property has been sold or transferred, please indicate the New Taxpayer's Information.

Taxpayer Name: _____
Mailing Address: _____
City, State, Zip: _____

Contact Email: _____
Contact Phone: _____
Date of Change: _____

21. PROPERTY CHANGES Please check one (if applicable):

☐ I will not be renting this property any longer - this is my final report.

By signing below, I declare that the information in this document and any attachments are true and correct to the best of my knowledge and belief.

cc. By signing below, I declare that the information in and above is true and correct and I understand that any statements made are true and correct.

Signature of Duly Authorized Agent _____
Print Here  _____
Printed Name of Duly Authorized Agent MACKAYNG
Date 7.25.2023

Printed Name of Duly Authorized Agent

Page 194 of 207

Returned Funds Disclaimer: Each returned item (check, automated clearing house (ACH) or credit card) received by the City of Fredericksburg due to insufficient funds will be assessed a \$30 administration fee. The City is not responsible for any additional bank fees that will accrue due to the submission of the returned item.



City of Fredericksburg Hotel Occupancy Tax Remittance Form

Remit to: City of Fredericksburg, TX • c/o Hotel Occupancy Taxes • 126 W. Main St. • Fredericksburg, TX 78624
Phone: (830) 990-2069 • Email: str@fbgtx.org

We accept checks, money orders, credit cards and ACH bank draft

To pay by credit card or ACH bank draft, email this form to str@fbgtx.org • Staff will send you an invoice with a secure payment link.
NOTE: Credit card fee is 2.9% • ACH bank draft is 0.08% up to \$5.00.

ATTENTION: If you are filing for more than one filing period, please complete a separate return for each period.

1. Business Name: BBB-IDAG, LLC
2. Business Mailing Address: PO Box 1924
3. Business City, State, Zip: Fredricksburg, TX 78624
4. Contact Name: Mark King & Julianne King
5. Contact Email: markking@scgblal.net
6. Contact Phone: 830.999.9940
7. Physical Location Address: 705 W. Travis Fwy, TX 78624
8. I am filing Hotel Occupancy Taxes for one of the following (check one):
☒ STR ☐ Hotel/Motel
9. I am filing Hotel Occupancy Taxes for one of the following (check one):
☐ 1st Quarter - Jan. 1 thru Mar. 31
☐ 2nd Quarter - Apr. 1 thru Jun. 30
☐ 3rd Quarter - Jul. 1 thru Sep. 30
☐ 4th Quarter - Oct. 1 thru Dec. 31
10. I declare I did not have any taxable receipts.
No. of Units / Rooms Available: 2
No. of Units / Rooms Rented: 2
YEAR: 2023

[illegible]

20. Taxpayer Changes: Please use this section to show any changes or corrections on the Taxpayer. If this property has been sold or transferred, please indicate the New Taxpayer's information.

Taxpayer Name: _____

Contact Email: _____

Mailing Address: _____

City, State, Zip: _____

Contact Phone: _____

Date of Change: _____

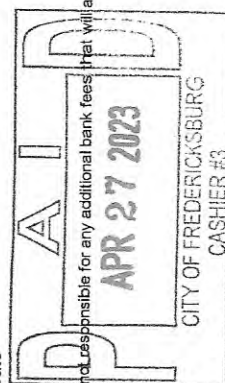
21. PROPERTY CHANGES Please check one (if applicable):

☐ I will not be renting this property any longer - this is my final report.

22. By signing below, I declare that the information in this document and any attachments are true and correct to the best of my knowledge and belief.

Signature of Duty Authorized Agent
Print Here
Signature of Duty Authorized Agent
Print Here
MARK A. KING

Date 4.25.2023



Returned Funds Disclaimer: Each returned item (check, automated clearing house (ACH) or credit card) received by the City of Fredericksburg due to insufficient funds will be assessed a \$30 administration fee. The City is not responsible for any additional bank fees that will accrue due to the submission of the returned item.



Remit to: City of Fredericksburg, TX • c/o Hotel Occupancy Taxes • 126 W. Main St. • Fredericksburg, TX 78624

Phone: (830) 990-2069 • Email: str@fbqtx.org

We accept checks, money orders, credit cards and ACH bank draft

To pay by credit card or ACH bank draft, email this form to str@fbgtx.org • Staff will send you an Invoice with a secure payment link.
NOTE: Credit card fee is 2.9% • ACH bank draft is 0.08% up to \$5.00.

ATTENTION: If you are filing for more than one filing period, please complete a separate return for each period.

1 Business Name: FBH-IDAQ, LLC
2 Business Mailing Address: PO Box 1624
3 Business City, State, Zip: Fredricksburg, TX 78624
4 Contact Name: Mark King
5 Contact Email: markking@stglobal.net
6 Contact Phone: 830.998.8940
7 Physical Location Address: 705 W. Travis Fwy, TX 78624
8 I am filing Hotel Occupancy Taxes for one of the following (check one):
9 I am filing Hotel Occupancy Taxes for one of the following (check one):
10 I declare I did not have any taxable receipts

☐ 10 I declare I did not have any taxable receipts

YEAR 2022

YEAR 2022

☒ 4th Quarter - Oct. 1 thru Dec. 31

3rd Quarter - Jul. 1 thru Sep. 30

☐ 2nd Quarter - Apr. 1 thru Jun. 30☐ 1st Quarter - Jan. 1 thru Mar. 31[illegible]

0. Taxpayer Changes: Please use this section to show any changes or corrections on the Taxpayer. If this property has been sold or transferred, please indicate the New Taxpayer's Information.

taxpayer Name

Mailing Address

City, State, Zip

Contact Email:

Contact Phone:

Date of Change:

1.1. PROPERTY CHANGES: Please check one (if applicable):

☐ I will not be renting this property any longer - this is my final report

☐ I have sold this property and will not be renting it any longer - this is my final report.

☐ I am renting this property, but only for periods of 30 days or more at a time - this is my final report

2. By signing below, I declare that the information in this document and any attachments are true and correct to the best of my knowledge and belief.

Sign Here

Print-Here

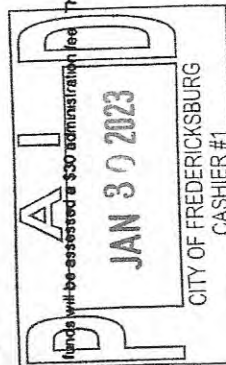
↑
Mark A. King

Printed Name of Duly Authorized Agent

Date _____

Page 196 of 207

etained Funds Disclaimer: Each returned item (check, automated clearing house (ACH) or credit card) received by the City of Frederickburg due to insufficient funds will be assessed a \$30 administration fee. The City is not responsible for any additional bank fees that will accrue as to the submission of the returned item.





The City of Fredericksburg

Short-Term Rental Permit

Date Issued:	April 21, 2023	Permit Expiration Date:	November 30, 2023
Permit Issued To:	MARK KING 705 W TRAVIS ST	Permit No.:	8056001711
Unit Location:	THE GABLE 705 W TRAVIS ST FREDERICKSBURG, TX 78624	Permit Type:	STR - Nonconforming
24/7 Phone No.:	830-998-8940	Zoning District:	R1
Local Contact:	MARK KING	Occupancy Limit:	4
		Management Company:	#N/A

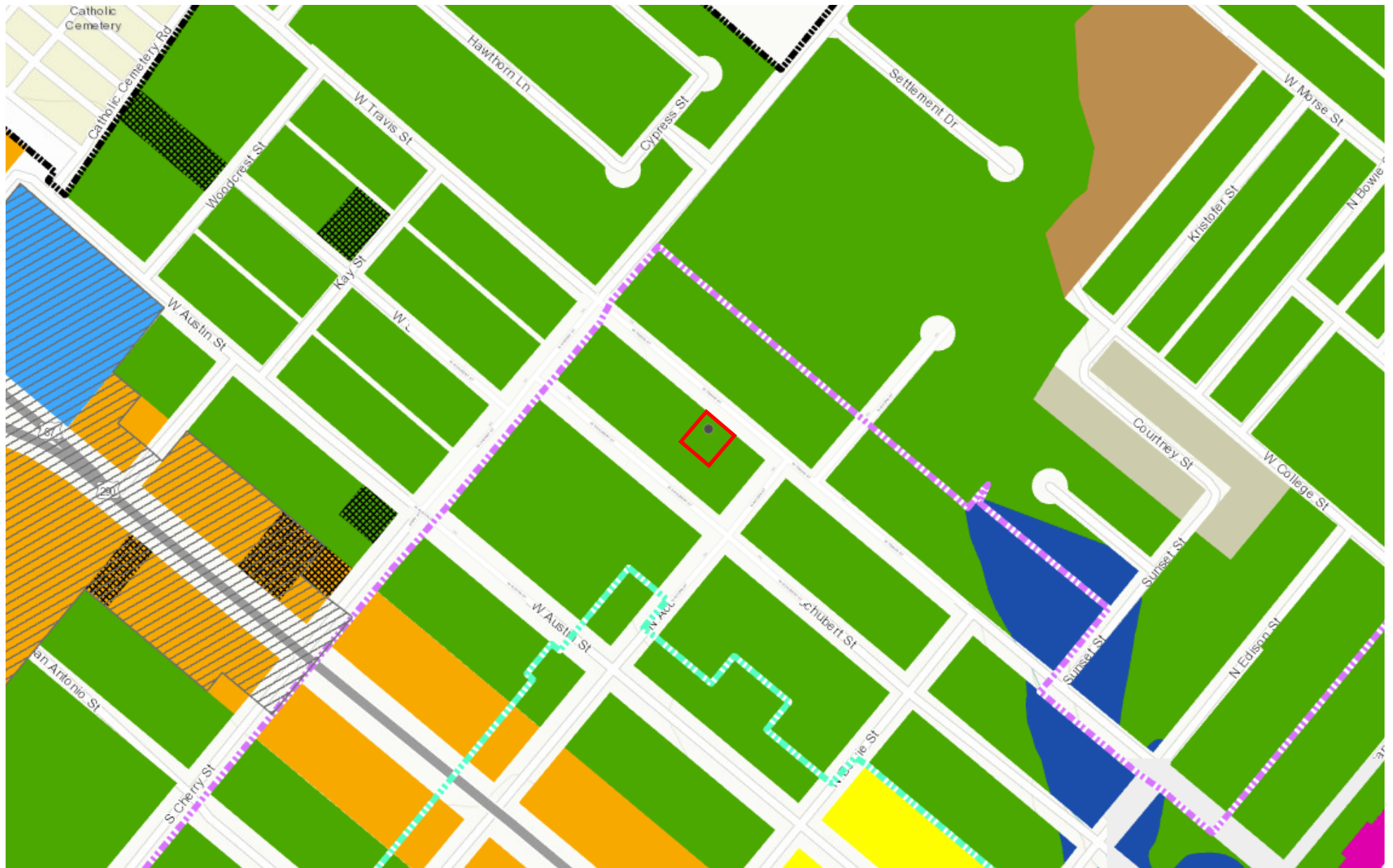
This certificate has been issued according to the requirements of the City of Fredericksburg Code of Ordinances relating to Short-Term Rental use.

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 (see House Rules).

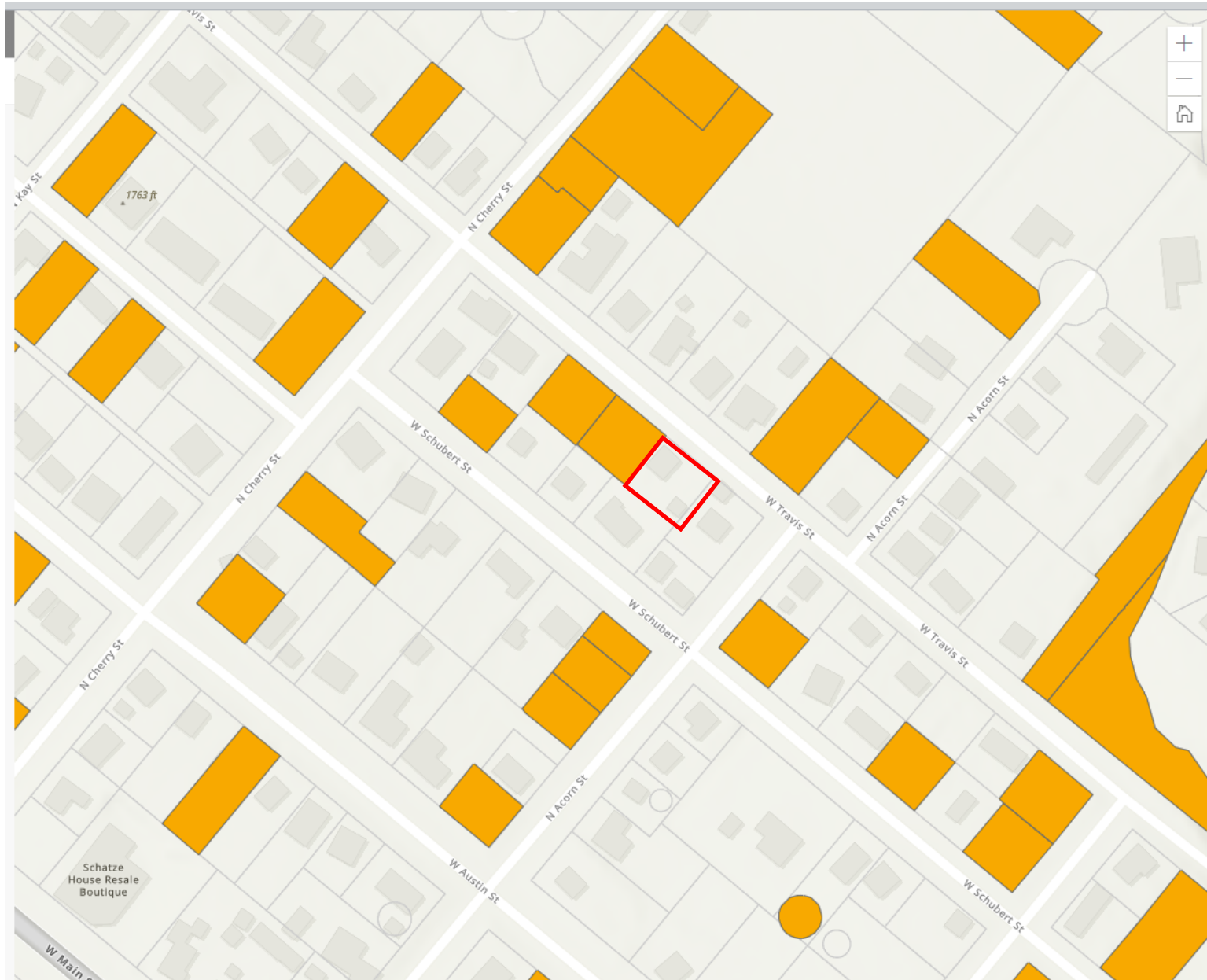
Hotel Occupancy Taxes must be filed quarterly in order to maintain a valid permit.

THIS PERMIT MUST BE POSTED.

Certificate emailed 4/21/2023. Questions regarding this permit should be addressed to the Development Services Department of the City of Fredericksburg (830) 997-7521
City Hall - 126 W. Main St., Fredericksburg, TX 78624



-  705 W TRAVIS
-  R1 Zoned (Single Family Residential)



705 W TRAVIS



Short Term Rentals



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM: Clinton Bailey, City Manager
MEETING DATE: July 16, 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: July 12, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Manager
TO: Mayor & City Council Members
FROM: Garret Bonn, Assistant City Manager
MEETING DATE: July 16, 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. Future Agenda Item Spreadsheet

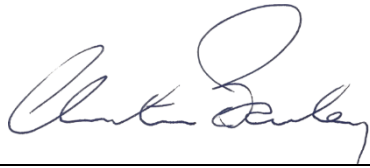
APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: July 10, 2024

Garret Bonn, Assistant City Manager

Date: July 10, 2024



Clinton Bailey, City Manager

Date: July 12, 2024

City Council Regular Meeting August 6, 2024

2024-___	Consider Revised Fee Structure for Gillespie Co. Health Division	Ordinance	Kelli Olfers	Health Division
2024-___	Consider Authorization of Issuance of One or More Series of Certificates of Obligation	Ordinance	Garret Bonn	Asst. City Manager
2024-___	Submission of Truth in Taxation Rates	No Action	Krista Wareham	Finance Director
2024-129	Discussion & Possible Action on Glockenspiel Conceptual Plan at Marktplatz	Action	Andrea Schmidt	Parks & Rec Director

Future Agenda Items

2024-___	Consider Authorization of Issuance of One or More Revenue Bonds (Aug. 20)	Ordinance	Garret Bonn	Asst. City Manager
2024-___	Consider a Request for an Extension of a 380 Development Agreement with Former Tx Rangers Foundation	Consideration	Garret Bonn	Asst. City Manager
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

July 23, 2024 – Special Called Council Meeting (Budget Workshop) – John William Klein Room (Marktplatz) – 9:00am

August 1, 2024 (date subject to change) – Joint Meeting with County Commissioners – Time/Place TBD

August 6, 2024 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

August 8, 2024 – Budget Workshop with County Commissioners – Time/Place TBD

August 20, 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: Garret Bonn, Assistant City Manager

MEETING DATE: July 16, 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:

Government Vision

ATTACHMENTS:

None

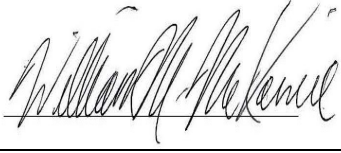
APPROVAL/REVIEW:

Clinton Bailey, City Manager

Date: July 11, 2024

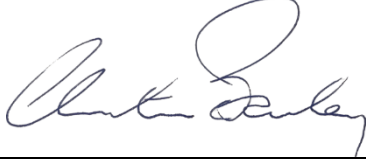
Garret Bonn, Assistant City Manager

Date: July 11, 2024



William McKamie, City Attorney

Date: July 11, 2024



Clinton Bailey, City Manager

Date: July 12, 2024



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM: Garret Bonn, Assistant City Manager

MEETING DATE: July 16, 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

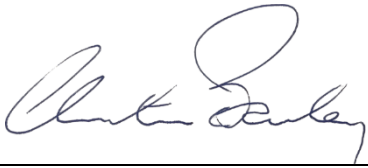
ATTACHMENTS:

None

APPROVAL/REVIEW:

William McKamie, City Attorney

Date: July 11, 2024

A handwritten signature in blue ink, appearing to read "Clinton Bailey". The signature is fluid and cursive, with a large loop at the end.

Clinton Bailey, City Manager

Date: July 12, 2024