



City of Fredericksburg

City Council Regular Meeting Agenda
Tuesday, May 20, 2025 ~ 9:00 AM
New City Hall at East Campus
2818 E. U.S. Hwy. 290
Fredericksburg, Texas 78624

Jeryl Hoover, Mayor
Emily Kirchner, Mayor Pro-Tem
Bobby Watson, Councilmember

Tony Klein, Councilmember
Randy Briley, Councilmember
Clinton Bailey, City Manager

The City of Fredericksburg City Council will meet in a regular session on Tuesday, May 20, 2025, at 9:00 AM. The meeting will be live-streamed & available for re-watch on the City's website: fredericksburgtx.portal.civicclerk.com.

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

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

- i. Complete the Comment Card online at FBGTX.org;
- ii. Make sure to check the appropriate box (verbal or written);
- iii. Only one 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 agenda item per Comment Card;
- ii. Speakers will be limited to three 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 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 - Pastor Ray Tiemann of Bethany Lutheran will deliver the Invocation**
3. **PLEDGES OF ALLEGIANCE - Mayor Jeryl Hoover will lead the Pledges**
4. **CEREMONIAL ITEMS/RECOGNITION**
 - A. Recognition of Outgoing Councilmember Randy Briley. (Mayor Hoover and City Council)
 - Mr. Jim Mikula, Chamber of Commerce CEO will read Chamber Resolution
 - Mayor Hoover will present a token of Appreciation on behalf of the Council
 - B. Presentation of Certificate of Election to Newly Elected Councilmembers: Bobby Watson and Todd Eidson. (Mayor Hoover)
 - C. Administration of Ceremonial Oath of Office to Councilmembers Bobby Watson and Todd Eidson. (Judge Shelley Becker)
5. **COUNCIL COMMENTS**
6. **CONSENT**

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

 - A. Consider approval of City Council Minutes for the April 15, 2025 Regular Meeting. (Leticia Vacek, City Clerk)
 - B. Approve a street closure request for the Fredericksburg Food & Wine Festival - Austin Street Dinner, taking place on October 24, 2025, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)
 - C. Consider approval of a 5-year lease agreement with Decor IQ for the budgeted installation of Christmas Lights at Marktplatz. (Andrea Schmidt, Director of Parks & Recreation)
7. **ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**
 - A. Ordinance 2025-15 adopting the canvassed tabulated results and declaring the Official Results of the City's May 3, 2025 General Election. (Leticia Vacek, City Secretary)

- B. Request Z-2506: By Lynn Development LLC to Consider a Zoning Change from C2, Commercial to M1, Light Manufacturing for Property Located on the Southeast Corner of South Creek and Hwy 87 South. Also, Referred to as ABS A0735 S R Wilson 338, 2.362 Acres Including PT of Lot 2, Friendship Oaks.
 - i. Presentation by the Applicant
 - ii. Presentation by the Staff
 - iii. Hold Public Hearing
 - iv. Take Action on Ordinance 2025-16 amending the zoning from C2 to M1

- C. Request Z-2505: By James and Anne Lorys to Consider the Following:
 - 1. Ordinance 2025-17 to Amend the Land Use Plan from Medium Density Residential (MDR) to Commercial (C) for Property Located at 807 South Eagle Street.
 - 2. Ordinance 2025-18 to change from R2, Mixed Residential to C1, Neighborhood Commercial for Property Located at 807 South Eagle Street.
 - i. Presentation by the Applicant
 - ii. Presentation by Staff
 - iii. Hold a Public Hearing
 - iv. Take action on Ordinance 2025-17
 - v. Take action on Ordinance 2025-18

8. **OTHER ACTION ITEMS AND UPDATES**

- A. Consider and take action on an appeal of the Interim Director of Development Services denial of an STR-Facility permit for property located at 108 Hale Street on behalf of the owner, Alexander Bazhenov. (Tyler Debish, Short Term Rental Specialist)

- B. Receive a Presentation and Discuss Potential Voluntary Annexation Request for Property Located at 612 Hollmig Lane. (Evan Williamson, Interim Director of Development Services)

- C. Receive Bids and Consider the Construction Contract for Landfill Cells #12 and 13. (Kris Kneese, Director of Public Works/Utilities)

- D. Consider Professional Services Contract for Construction Management and Inspection Services for Landfill Cells 12 and 13. (Kris Kneese, Director of Public Works/Utilities)

- E. Elect Mayor Pro-Tem for the 2025-2026 Term. (Leticia Vacek, City Secretary)

9. **CITY MANAGER'S REPORT/LEGISLATIVE REPORT**

- A. The City Manager's Report and the Legislative Update will be presented.

10. ITEMS FOR FUTURE AGENDA

- A. City Manager Bailey will review the Future Agenda Items List with the Council.

11. ADJOURN

CERTIFICATION

This is to certify that I, Leticia Vacek, posted this Agenda at 3:00pm on May 16, 2025, 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:

MEETING DATE: May 20, 2025

CATEGORY: CEREMONIAL
ITEMS/RECOGNITION

CAPTION: Recognition of Outgoing Councilmember Randy Briley. (Mayor Hoover and City Council)

- Mr. Jim Mikula, Chamber of Commerce CEO will read Chamber Resolution
 - Mayor Hoover will present a token of Appreciation on behalf of the Council
-

PRESENTATION:

[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

None

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 14, 2025



William McKamie, City Attorney

Date: May 14, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 20, 2025

CATEGORY: CEREMONIAL
ITEMS/RECOGNITION

CAPTION: Presentation of Certificate of Election to Newly Elected Councilmembers: Bobby Watson and Todd Eidson. (Mayor Hoover)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

None

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 14, 2025



William McKamie, City Attorney

Date: May 14, 2025



Leticia Vacek, City Secretary

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM:
MEETING DATE: May 20, 2025

CATEGORY: CEREMONIAL
ITEMS/RECOGNITION

CAPTION: Administration of Ceremonial Oath of Office to Councilmembers Bobby Watson and Todd Eidson. (Judge Shelley Becker)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality
Workforce
Tourism
City Center
Mobility
Small Town Sensitive Growth
Governance

ATTACHMENTS:

None

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 14, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



City of Fredericksburg

City Council Regular Meeting Minutes
Tuesday, April 15, 2025, ~ 9:00 AM
New City Hall at East Campus
2818 E. U.S. Hwy. 290
Fredericksburg, Texas 78624

City Council:

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

Staff:

Clinton Bailey, City Manager
Garret Bonn, Assistant City Manager
Leticia Vacek, City Secretary
Maria Garcia, Interim City Attorney
Lynn Bizzell, Fire Chief
Krista Wareham, Finance Director
Kris Kneese, Dir of Public Works/Utilities
Aaron Anderegg, Director of IT
Sean Doerre, PIO
Evan Williamson, Interim Dvlpmt Services
Derek Seelig, PD Lt.
Justin Calhoun, Emergency Mgmt. Coord.
Sibyl Deckard, Staff Engineer
Alyssa Rivera, Outreach Specialist
Leslie Ball Embrey, Asst to City Secretary

1. CALL TO ORDER

Mayor Jeryl Hoover called the meeting to order.

2. INVOCATION

Ronnie Dyer of Fredericksburg Baptist Church delivered the Invocation.

3. PLEDGES OF ALLEGIANCE - Mayor Jeryl Hoover lead the Pledges.

4. EMPLOYEE RECOGNITION

Emergency Management Coordinator Justin Calhoun was recognized for his 6-year tenure with the City of Fredericksburg. Chief Bizzell noted that Justin served and

dedicated many hours to the city with many sleepless nights. Lastly, Chief Bizzell added that the city and county were blessed to have Justin as the EMC and presented his helmet with his number on it. Justin thanked the city and his wife.

5. COUNCIL COMMENTS

Councilmember Briley reported that he and his wife attended the 100-Club dinner with a record turnout and congratulated Lt. Seelig, Graham Pearson, Chief Vorauer and Sheriff Ayala for that event. He reported that the CVB Tours and Data Dashboard has been launched and congratulated Brady and his team. He also reported on the upcoming Candidate Forum at the Albert Hotel on April 17th, which is not limited to attendees, noting there were 75 registered to date. Lastly, he reminded everyone of The State of the Burg on May 14th in which Dr. Ray Perryman would be one of the speakers.

Councilmember Klein reported on the upcoming Candidate Forum on April 16th at 11:30am sponsored by the Republican Women. He also reported that at the County Commissioner's Meeting, the battery issue in Harper was discussed noting the Commission plans to visit Chip Roy on that issue. He also mentioned there was an update on the Crabapple fire and recovery. Additionally, there was a discussion on the joint City/County Medical Service Advisory Council in which there was no action taken. Lastly, he reported having attended the MSRC and they are moving forward with raising funds for the Glockenspiel. He reminded all that there are contribution levels with naming opportunities through the non-profit fundraising arm. He asked if anyone would like to contribute, to please contact Andrea Schmidt as this is a wonderful opportunity to be part of a great new event at the square. He ended by stating that we will not be selling Marktplatz.

Mayor Pro-Tem Kirchner wished everyone a Happy Tax Day, for those who celebrate! She reported that on April 3rd she virtually attended a TML Webinar on some of the bills that have made it out of committee. She mentioned that this year's Touch a Truck event was great, as it was great to see families with their children sharing an enjoyable time. She gave a shout out to the city staff that helped in putting on the event, especially Jennifer Krupa for juggling all the plates associated with the event. Mayor Pro-Tem Kirchner also reported that she attended the Hill Country Alliance Pedernales Team Meeting on April 4th which had representatives from Blanco and Gillespie Counties as well as Paul Babb from our Hill Country underground water conservation district. She noted attending the LBJ Board Meeting in Austin where they heard from Congressman Chip Roy and reported on the upcoming event at Fort Martin Scott – Frontier Days. The event will feature the official Texas Longhorn Herd, Texas Camel Corp, and the regional US Calvary Competition. That event will be free and fun for everyone. She also noted the Monster Truck Rally this weekend and of course next weekend the Fredericksburg Volunteer Fire Fish Fry at the Marktplatz and Wildflower Run.

Councilmember Watson reported on the Airport Advisory Board Meeting held March 18th noting that the T-Hangar occupancy is 100 percent with 38 on the wait list. The FBO is remarkably busy with a lot of jets and the Texas Forest Service due to the wildfires. He noted that the Texas Forest Service announced that they will be moving into a new Operations Building at the airport so they will be here full-time. Councilmember Watson also added that two new hangars are about to be constructed. He reported that regarding the two fires that we had in the County last month; total flight hours were 581 hours with 577 water and fire-retardant drops and a total of 502,000 gallons of water on the fires.

He added that the total number of aircraft used in fighting the fires was 26. He reported that he attended the EDC Meeting last month and they continue to be busy. The February sales tax report showed that the city was down 5.51% while the County was also down. He also reported that he attended Coffee with the City Manager on April 9th. He noted that the speakers were from the Texas Historical Commission who presented their programming. He thanked city staff for the Touch a Truck Event indicating that kids had a fun time. He reminded all that Early Voting by Personal Appearance begins next Tuesday and goes through April 29th.

Mayor Hoover noted that city staff will place the joint City/County Medical Advisory Board Item on the May agenda.

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 Regular Meeting Minutes for February 18, 2025 and March 4, 2025. (Leticia Vacek, City Secretary)
- B. Approve a street closure request for the Fredericksburg Car Fest, scheduled for Saturday, June 7, 2025, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)
- C. Approve a street lane closure request for the Fredericksburg Craft Beer Festival scheduled for Saturday, June 14, 2025, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)
- D. Approve a street closure request for the Fredericksburg Morning Rotary Club's 15th annual Kraut Run, taking place on Saturday, October 4, 2025. (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)
- E. Approve street closures and parking lot usage for Oktoberfest 2025, taking place the first full weekend of October 2025 at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)
- F. Request of Mr. Edwin H. Vale, Jr. for Release from the City of Fredericksburg's ETJ for approximately 15.02 acres located at 820 Old San Antonio Road, Fredericksburg, Texas. (Leticia Vacek, City Secretary)

Mayor Pro-Tem Kirchner moved to approve the consent agenda items 6A-6F. Councilmember Watson seconded the motion. The motion carried unanimously.

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

- A. Request Z-2501: By Continental Homes of Texas, L.P. To Consider a Zoning Change Request from R5, Patio Home Residential to a Planned Unit Development (PUD) for Approximately 70 Acres Located Between West Windcrest and Pyka Rd Addressed as 256 Pyka Rd. (Evan Williamson, Interim Director of Development)

Services)

- i Presentation by the Applicant
- ii Presentation by the Staff
- iii Hold Public Hearing
- iv Take Action on the Zoning Request

Mr. Devin Kleinfelder of DR Horton addressed the Council and requested an R-5 zoning offering a different product comprised of two distinct size lot options with either a 2 or 3 car garage. He noted that they will improve Pyka Road. He briefly mentioned the demographic of those buying their homes being young working families with an average age of forty. Councilmember Briley asked about minimizing the impact of water irrigation. Mr. Kleinfelder stated that they would be willing to entertain drought tolerant/resistant plants as well as zeroscape to mitigate the impact on water.

Mark Cornet showed the proposed land development plan pointing out access points in all directions to answer Councilmember Klein's question. Also noted were the red lines that are connectors and a trail around the retention pond.

Evan Williamson stated that the proposed development is currently within the city limits for a planned unit development. He added that it was unanimously approved by P&Z. With regards to STRs; staff recommended that the STR allowance be struck out. Mayor Pro-Tem Kirchner asked of the future zoning and if future low impact development or conservation of water would apply. Evan stated yes. Mayor Hoover asked about landscaping with native plants for water conservation. Councilmember Briley asked about low flush commodes and compliance of the dark sky ordinance. Mr. Kleinfelder stated that they would consider those items. He also replied to Mayor Pro-Tem Kirchner regarding the common areas that will be part of the HOA. Mayor Pro-Tem Kirchner stated that she would be happy to help with native plants piece.

Mayor Hoover declared the public hearing open and asked if there was anyone to speak on said item. There being none; Mayor Hoover declared the public hearing closed.

Councilmember Briley moved to approve the zoning subject to the recommended changes of low impact plumbing fixtures, native landscape, and compliance with the dark sky ordinance. Councilmember Klein seconded the motion. The motion carried unanimously.

- B. Consider Ordinance 2025-10 for Annexation request by Mark Cornett for Clint and Amy Beicker for the Property located at 612 Hollmig Lane, also described as approximately 39.345 acres out of the George Debrant Survey No. 42, Abstract No. 180 in Gillespie County, TX. (Evan Williamson, Interim Director of Development Services)

- i. Presentation by applicant
- ii. Presentation by staff
- iii. Public Comment
- iv. Take Action

Mark Cornett presented items 7B through 7E. He stated that this is an annexation request with 135 lots with R-2 zoning. He added that their development agreement provides for water and sewer impact fees totaling an approximate annualized amount of \$100k to the city. He mentioned that with regards to the traffic; they would be improving the pavement on Hollmig Lane.

Evan Williamson presented the proposed development. He noted the significant consideration is the improvement of the lift station in which they will contribute 25% of the cost. He noted that the collector roadway from the centerline would be improved. He noted that the developer would be asked to contribute full improvements. A discussion ensued related to a traffic impact study and the items that could be added to the development agreement.

Mayor Hoover declared the public hearing open and called upon the citizens registered to speak.

Mrs. Janet Baird noted that she lives off Hollmig Lane and traffic is going to be the biggest issue and stated that her property will be flooding due to the water that will come down the road. She stated that once the school is open, there will be a vast impact on their street and asked that the traffic study includes same.

Linda Maurer addressed the Council and stated several concerns about traffic to currently being in Stage 4 for Water Conservation and being irresponsible by adding another 130+ lawns. She noted that she did not know anyone on Hollmig Lane that is for the annexation except the individual selling the acreage. She added that Steve Maurer's protest letter was not included in the packet and asked if others were missing.

Dr. Eric Hammerson addressed the Council and strongly recommended a pause on new construction. Carol Hammerson spoke of over-development especially with the water conservation needs. She asked if there should be a 15-year drought and how that would affect us all.

Kyle Segner stated that he is a homeowner on Hollmig Lane and stated that in the last 10-years has seen the stormwater issue. He noted that TCEQ Guidelines are followed by the city and that the water flow can be increased and has dealt with the county and city pointing fingers at one another. He asked that this development be stopped for a downstream analysis and mentioned Jeff Dittmar's property is a ditch.

Councilmember Klein moved to deny item 7B. Councilmember Briley seconded the motion. The motion carried unanimously as follows:

AYE: Councilmembers Klein, Briley, Watson, and Mayor Hoover

NAY: Mayor Pro-Tem Kirchner

- C. Consider Ordinance 2025-11 Changing the Comprehensive Land Use Plan from Rural (R) to Mixed Use (MU) as recommended by the Planning and Zoning Commission based on Request Z-2427 by Mark Cornett for Clint and Amy Beicker

requesting a Land Use Change from Rural to Low Density Residential (LDR) for approximately 39.345 acres located at 612 Hollmig Lane.

Councilmember Briley moved to deny item 7C. Councilmember Klein seconded the motion. The motion carried unanimously as follows:

AYE: Councilmembers Briley, Klein, Watson, and Mayor Hoover

NAY: Mayor Pro-Tem Kirchner

- D. Consider Ordinance 2025-12 Establishing a Zoning of Mixed Residential (R2) as Recommended by the Planning and Zoning Commission based on Request Z-2427 by Mark Cornett for Clint and Amy Beicker requesting to Establish a Zoning of Single Family (R1) for approximately 39.345 acres located at 612 Hollmig Lane. (Evan Williamson, Interim Director of Development Services)
- i. Presentation by the applicant
 - ii. Presentation by staff
 - iii. Take Action

Councilmember Klein moved to deny item 7D. Councilmember Briley seconded the motion. The motion carried unanimously as follows:

AYE: Councilmembers Klein, Briley, Watson, and Mayor Hoover

NAY: Mayor Pro-Tem Kirchner

- E. Consider Ordinance 2025-09 Annexing a portion of Right of Way of approximately 1.364 acres consisting of a portion of Hollmig Lane currently in the ETJ and maintained by Gillespie County. The request is for Right of Way only. This Annexation will not increase or extend the City's Extraterritorial Jurisdiction. (Evan Williamson, Interim Director of Development Services)
- i. Presentation by applicant
 - ii. Presentation by staff
 - iii. Public Comment
 - iv. Take Action

Councilmember Klein moved to deny item 7D. Councilmember Briley seconded the motion. The motion carried unanimously as follows:

AYE: Councilmembers Klein, Briley, Watson, and Mayor Hoover

NAY: Mayor Pro-Tem Kirchner

- F. Consider Request Z-2502 by Ross Wood with Frost Bank requesting a Conditional Use Permit to allow for a Drive-Through Use at Property Located at 1415 E. Main Street. (Evan Williamson, Interim Director of Development Services)
- i. Presentation by the applicant
 - ii. Presentation by staff
 - iii. Hold Public Hearing
 - iv. Take Action

Councilmember Klein and Mayor Pro-Tem Kirchner recused and excused themselves from discussion on said item.

Mr. Brandon Breazeale of Pape Dawson Engineering addressed the Council. He added that there was a concern of pedestrian safety and explained the access. Davis Ubanks, Architect also addressed the Council.

Mr. Tim Dooley addressed the Council and stated that the concern is plain and simple and that it looks similar to a submarine. Councilmember Watson asked if the P&Z Commission provided the applicant specific guidance. Ms. Belinda McDonnell stated that they saw a very modern building and further noted it was verbally difficult to express what was wanted. Mayor Hoover asked if this is a modified version of what P&Z reviewed; even though specific concerns were not provided. Ms. McDonnell replied that the latest rendering addresses some of the issues but not all. Tom Musselman stated that there were several issues; specifically the tower. Mr. Williamson added that our guidelines are a hill country aesthetic using said materials but that the pedestrian conflicts were addressed.

Councilmember Briley moved to deny said item and send it back to P&Z. Councilmember Watson seconded the motion. The motion carried unanimously as follows:

AYE: Councilmembers Briley, Watson, and Mayor Hoover

NAY: None

ABSTAINED: Councilmember Klein and Mayor Pro-Tem Kirchner

- G. Consider the adoption of Ordinance 2025-13 approving budget amendments to the Fiscal Year 2025 City Budget beginning October 1, 2024, and ending September 30, 2025, providing amended appropriations for each affected departmental account (Krista Wareham, Director of Finance)

Krista Wareham stated that the budget amendments were light compared to last year and presented the amendments.

Councilmember Watson moved to approve Ordinance 2025-13. Mayor Pro-Tem Kirchner seconded the motion. The motion carried unanimously.

- H. Consider and approve Resolution 2025-05 approving the Lease Purchase Financing of capital equipment (Reelmaster 5510-D) for the Golf Course (Krista Wareham, Director of Finance)

Mrs. Wareham presented said item indicating that the equipment is a lease purchase to be financed by Huntington Bank. She stated that the terms are over 5 years providing for a 14% discount from Touchstone for an interest rate of 6.15% on the principal of \$90,224.83.

Councilmember Klein moved to approve Resolution 2025-05. Councilmember Briley seconded the motion. The motion carried unanimously. Councilmember Klein mentioned that Touchstone, the Golf Course operator, has made money since managing it.

- I. Consider Ordinance 2025-14 relating to regulations for operation of smoke, tobacco, and CBD/CED stores. (Mayor Pro-Tem Kirchner and Councilmember Briley)

Councilmember Briley stated that his family has been impacted and this item is by Vape Shops and noted that at state level, the ingredients for items sold will be limited by SB 3 and HB 3 that has been introduced this legislative session.

It was noted that it will be helpful to the City of Fredericksburg to move forward on restricting the location of Vape Shops. Mayor Pro-Tem Kirchner provided an update on the SB3 and HB3.

Councilmember Briley moved to advance Ordinance 2025-14 to the next step for adoption. Mayor Pro-Tem Kirchner seconded the motion. The motion carried unanimously.

Mayor Hoover recessed for a break and addressed item 8B.

8. OTHER ACTION ITEMS AND UPDATES

- A. Presentation and discussion on the 2025 City of Fredericksburg Water Supply and Future Weather Outlook. (Kris Kneese, Director of Public Works & Utilities)

Kris Kneese and Paul Baab of the Hill Country Underground Water Conservation District presented jointly. Kris presented a PowerPoint that showed the annual rainfall totals. He referenced the two monitoring wells (Knauth Well and Old SA Well). He referenced a new slide entitled Residential Water Use vs. Residential Connections showing for every 1,000 connections equates to a 2% increase in water use. He added that the city is the biggest user of the Ellenberger Groundwater Aquifer. Kris noted the small water leakage percentage as compared to other entities. Lastly, he reiterated that the city is currently in Stage 4 for conservation measures.

Paul Baab referenced the overall climate showing the year over year change. He added that we are in extreme drought conditions covering most of the County. He said that National Weather Service shows that the drought will persist in our area.

Paul spoke about the base flow stating the shift from the traditional way in which they have done the analysis for the last 20 years, which is no longer reflective of current conditions. He added that he thought that is the case because of the good job the city has been doing. He added that is throwing off our drought index a little bit because you can increase water levels historically on the San Antonio Well fields, which is a particularly good thing. He spoke about the last 5 years where one can see even at the end of March, we were at -5.19 which is emergency drought stage. The accumulative with the drought index shows it to be at about the -4.5-drought stage. He added that he had every reason to believe that outside of getting an anomaly, which no one is predicting right now, we could find ourselves in -5-drought stage this summer. He added that his board of directors would probably act on that which would require curtailment, particularly in our critical areas possibly triggering the city to enter Stage 5.

Mayor Hoover and the Council thanked Mr. Baab for his presentation.

- B. Receive an update on the status of the proposed Fredericksburg Racquet Center Facility and consideration and possible action relating to an agreement between the City and The Fredericksburg Tennis Center Foundation, a non-profit organization D.B.A. the Fredericksburg Racquet Center, for development of a facility on a City-owned tract of land located in the 500 Block of Friendship Lane. (Garret Bonn, Assistant City Manager)

Julie Alvarez of the Fredericksburg Racquet Club presented a PowerPoint showing the outcome of developing a Racquet Center in Fredericksburg. The agreement was briefly discussed, and Mr. Bonn noted that it provides for the land, utility extensions, and paving by the city.

Mayor Pro-Tem Kirchner moved to approve the agreement and to move forward with the partnership between the city and the Fredericksburg Tennis Center Foundation aka the Fredericksburg Racquet Club. Councilmember Watson seconded the motion. The motion carried unanimously.

Mayor Hoover addressed Item 8F at this time.

- C. Consider the Approval of a Construction Contract with Tegrity Contractors for the New City Hall at East Campus Remodel Project. (Garret Bonn, Assistant City Manager)

Mr. Bonn stated that staff is recommending the award of bid to the low bidder, Tegrity Contractors in the total amount of \$2,014,993 which includes Alternates 1 through 9 with a final completion of 210 calendar days.

Councilmember Watson moved to approve the award of the construction contract as recommended by staff. Councilmember Briley seconded the motion. The motion carried unanimously.

- D. Consider approval of the purchase and installation of office furniture from DCInteriors Office Furniture for the New City Hall at East Campus Remodel Project. (Garret Bonn, Assistant City Manager)

Mr. Bonn stated that staff is recommending the award for office furniture and installation to DCInteriors Office Furniture in the amount not to exceed \$300,000.

Councilmember Klein moved to approve the award of bid as recommended by staff. Councilmember Briley seconded the motion. The motion carried unanimously.

- E. Continued Discussion and Possible Action Relating to the Creation of a Tax Increment Reinvestment Zone. (Clinton Bailey, City Manager & Garret Bonn, Asst. City Manager)

Mr. Bonn indicated that said item went back to last December and the Council asked that it be brought back in April for further review or new direction.

Councilmember Briley stated that he did not want to tie future Councils to this zone but in the future, the area could be recrafted. Mayor Pro-Tem Kirchner agreed that it was a wide sweep of the town.

Councilmember Briley moved to deny the zone presented in December related to a new TIRZ. Councilmember Klein seconded the motion. The motion carried unanimously.

- F. Consideration and possible action related to the 2026 Budget of the Convention and Visitor Bureau - Hotel/Occupancy Tax Funding allocation. (Mayor Hoover and Councilmember Briley)

Councilmember Briley presented slides recommending that the CVB annual allocation be transitioned from the current 5/7ths Hotel Occupancy Tax contribution to a fixed annual budgeted amount. He also recommended adjusting the CVB funding from the current \$4.3M to \$3.3M - \$3.1M. He added that the city would commit to a multi-year CVB funding agreement. Lastly, the CVB submits to the city a high-level budget requirement by April of each year to facilitate the city's budget preparations for the next fiscal year.

In regard to the reallocation of the \$1M+ of Hotel Occupancy Tax, the following were recommended:

- Invest in the financial well-being of our two nationally recognized museums.
- Increase fixed funding for historic preservation.
- Increase investment and advancement of the arts.
- Partner with the County to pursue joint large scale preservation projects.

Mayor Pro-Tem Kirchner thanked Randy for this proposal. She stated that the CVB is doing a great job and would like to discuss this more in detail as the Council and staff get into the budget season. She noted guidelines for the categories would be needed and a more holistic view as the County could take in their STR applicable tax. Mayor Hoover added that if there is a way to do better with this money, he would be open to that.

Councilmember Watson thanked Randy and mentioned that moving forward we need staff to review the proposed items other than the city council in relation to how we can best utilize the funds. He mentioned that perhaps a board could make said recommendations. Lastly, he mentioned looking at this during the city's budget process. No action was taken on said item, but it was the consensus of the Council to review the proposed items during the budget process.

At this time, Mayor Hoover addressed item 8A.

9. CITY MANAGER'S REPORT

A. City Manager Updates/Legislative Updates.

Mayor Pro-Tem Kirchner reported that the legislature is 140 days with 48 days to go. She talked about HB 26 requiring notification via certified mail for zoning changes that would require a 500 ft notice instead of the current 200 ft. She noted

that another bill is proposing that all bond elections only be held in the November uniform date. Another bill is proposing that all BnB tax collections be sent to the Comptroller first. She noted a bill related to providing an ambulance grant program for rural areas and a bill that would limit the city in regulating home based businesses. She indicated that she would continue to keep tabs on bills affecting the city and report back. Mayor Hoover thanked Emily for the Legislative update.

At this time, City Manager Bailey provided code enforcement violations from January to March at 229. He indicated that for the month of March 60 warnings and citations were given by Code Enforcement. He also reported on the other code enforcement violations. Mr. Bailey noted that weekend watering is a problem with just over 1,000 people watering on weekends according to our smart meters. He added that a courtesy letter will be going out to those watering on the weekend. With regards to Stage 5 on water conservation, he indicated that it has been discussed at the staff level and continues to be discussed.

10. ITEMS FOR FUTURE AGENDA

- A. City Manager Bailey reviewed the future agenda items list and upcoming events highlighting the May 14th canvass of the election and May 20th ceremonial items post-election. He reminded everyone about election day on May 3, 2025, from 7am to 7pm.

Mayor Hoover added that on occasion, the council will have an item for our citizens to speak on that is not on the agenda.

11. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section - (551.071):

- A. Consider and discuss Civil Action No. 1:24-CV-00701-D11 Joseph Brillhart, Laura Brillhart, and Sally Clark, Plaintiffs, v. City of Fredericksburg, Texas, pending United States District Court for the Western District of Texas, Austin Division per Section 551.071 of the Texas Government Code.

Mayor Hoover recessed the meeting to go into executive session at 1:02 pm.

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.

Mayor Hoover reconvened the meeting from executive session at 1:31 pm. Councilmember Klein moved to proceed with the City Attorney's recommendation within the parameters as discussed in executive session. Councilmember Briley seconded the motion. The motion carried unanimously.

13. ADJOURN

Mayor Hoover adjourned the meeting at 1:31pm.

Jeryl Hoover, Mayor

Attest:

Leticia Vacek, TRMC, CMC, MMC
City Secretary/Records Mgmt. Officer



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Jennifer Krupa, Asst. PARD Director/
Special Events
MEETING DATE: May 20, 2025

CATEGORY: CONSENT

CAPTION: Approve a street closure request for the Fredericksburg Food & Wine Festival - Austin Street Dinner, taking place on October 24, 2025, at Marktplatz (Jennifer Krupa, Assistant Director of Parks and Recreation/Special Events Coordinator)

PRESENTATION:
[PRESENTER_NO_BR]

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

- W. Austin Street between N. Crockett and N. Adams Street beginning at 7:00 a.m. on Friday, October 24, 2025, until Saturday, October 25, 2025, by 9:00 a.m., for the Austin Street Dinner.

BACKGROUND:

The street department will close W. Austin Street on Friday morning (October 24, 2025) at 7:00 a.m. using water-filled barricades. An emergency exit and vendor load-in area/space will be at the intersection of Crockett & Austin Streets, in the westbound lane (opposite that of traffic). The street department will return on Saturday (October 25, 2025) morning at 7:00 a.m. to begin draining the water-filled barricades and reopen W. Austin Street by 9:00 a.m.

In addition to the street closure on Friday, the event organizer requested to close the parking lane adjacent to Marktplatz on Adams Street beginning on Friday, October 24, 2025, at 7:00 a.m. until Monday, October 27, 2025, at 12:00 p.m. The street department would cone/close the parking spaces on Friday and the event organizer would be responsible for ensuring their dumpster(s) is picked up by noon to allow the parking lane to reopen.

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

Chapter 44, Article II, Section 44-24, of the City's Code of Ordinances states:

Sec. 44-24. - Authority of chief of police to enforce traffic regulations.

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

(b) The chief of police is hereby empowered, in addition to the traffic engineer, to close streets for emergencies,

special events or other conditions. Street closures which are expected to be for periods in excess of two hours, except for emergencies, shall require approval by the City Council.

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

FUNDING SOURCE: General Fund

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Recommend City Council consider adoption of a motion to approve the street closure request for the 2025 Fredericksburg Food & Wine Festival - Austin Street Dinner:

- W. Austin Street between N. Crockett Street and N. Adams Street beginning on Friday, October 24, 2025, at 7:00 a.m., through Saturday, October 25, 2025, by 9:00 a.m.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:
Quality of Life Vision

ATTACHMENTS:

1. 2025 FF&WF Street Closure Request Form

APPROVAL/REVIEW:

Andrea Schmidt

Andrea Schmidt, Parks and Recreation Director

Date: April 29, 2025

William McKamie

William McKamie, City Attorney

Date: April 29, 2025

Leticia Vacek

Leticia Vacek, City Secretary

Date: May 15, 2025

Clinton Bailey

Clinton Bailey, City Manager

Date: May 15, 2025

Closures

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

Event Name: Fredericksburg Food & Wine Festival's Austin Street Dinner

Event Date(s): Friday, October 24th 2025

Contact Name: Hayley Wakefield

Contact Phone: 512-671-0035

Closure Area:

☒ Entire Street ☒ Parking Lane Only ☐ Partial Street ☐ Blocking or Using City-Owned Property

Side of Street (enter N,S,E,W): W Side of Street (enter N,S,E,W): Location: Austin Street

Additional details; describe details of use below:

October 24th - Block off entire street including parking spots for entire day. Block request is from 8am - 11pm.

October 24th & 25th - Block off parking spaces on Adams for dumpsters & vendor/staff load in/out. Dumpsters picked up on Monday.

Street Closure Details:

Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time
Example: W. Austin Street	N. Crockett	N. Adams	Saturday, April 22, 2023		Saturday, April 22, 2023	12:00 P.M.
Austin Street	N. Crockett	N. Adams	Friday, October 24th 2025	8:00am 7:00am	Sat., October 25th 2025	By 9 a.m.
Adams Street (Parking spots only)	Main	E. Austin	Friday, October 24th 2025	8:00am 7:00am	Mon. Oct. 27, 2025	By noon

CITY USE ONLY:

Police: Lt. Seeling in-person Date: 4-8-25

Streets: A. Duvst in-person Date: 4-8-25

Parks: Zeiger KP Date: 4-24-25

Emergency exit @ Austin/Crockett in WB lane



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation
TO: Mayor & City Council Members
FROM: Andrea Schmidt, Parks and Recreation
Director
MEETING DATE: May 20, 2025

CATEGORY: CONSENT

CAPTION: Consider approval of a 5-year lease agreement with Decor IQ for the budgeted installation of Christmas Lights at Marktplatz. (Andrea Schmidt, Director of Parks & Recreation)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

The City of Fredericksburg has been using Decor IQ for the past several years to install Christmas lights at Marktplatz. During last year's budget process, the decision was made to remove the lights outside of the Christmas season. In the past, the lights were left up year round. During the year, numerous storms cause damage to the lights, which must be repaired each year. Staff are also unable to trim trees with the lights in them. This year the lights will be installed in late October/early November and removed after January 6th. The warranty for these lights will be three months, which will cover the Christmas season. The 3-month lights are less expensive than the year-round lights, so there will be some cost savings.

The annual cost will be \$94,804.85. The initial payment of \$47,402.43 will be due this summer prior to installation. The final payment will be due after installation in November and included in the Fiscal Year 2026 budget. The initial payment amount is under the \$86,000 we have budgeted for Fiscal Year 2025. This agreement will renew each year for the next 5 years unless terminated by either the City or Decor IQ. If tariffs adjust, any savings or increases will be passed onto the City.

Decor IQ is a Buy Board company, so meets the City's bidding requirements.

BACKGROUND:

Discussions were had with the Market Square Redevelopment Commission in the spring of 2024 regarding Christmas lights at Marktplatz. A recommendation to the City Council was made to switch to an annual lease program for the lights. There will be some cost savings in the purchase of the lights, and savings in the amount of staff time spent repairing lights each year. The new lights will also now have a warranty that lasts the entire time of installation. Vandalism, weather, animal damage, electrical surges and acts of God are not included in the warranty. With the lights being up for a shorter period of time, the likelihood of these issues will decrease.

FUNDING SOURCE: Tourism Fund

FINANCIAL IMPACT:

\$94,804.85 annually

STAFF RECOMMENDATION:

Consider approving a 5-year lease agreement with Decor IQ not to exceed the annual amount of \$100,000 for the installation of the Christmas lights at Marktplatz.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. Decor IQ Agreement
2. Exhibit A

APPROVAL/REVIEW:

Andrea Schmidt

Andrea Schmidt, Parks and Recreation Director

Date: May 12, 2025

William McKamie

William McKamie, City Attorney

Date: May 12, 2025

Leticia Vacek

Leticia Vacek, City Secretary

Date: May 15, 2025

Clinton Bailey

Clinton Bailey, City Manager

Date: May 15, 2025



1310 W. Laurel St.
San Antonio, TX 78201
(210) 667-3603
<http://decoriq.com>

PURCHASE, LEASE & SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into the _____ day of _____, 2025 ("Effective Date") by and between **Decor IQ**, a Texas limited liability company ("Decor IQ") and the City of Fredericksburg, Texas, a home-rule municipality and governmental agency organized and existing under the laws of Texas ("Customer"). Decor IQ and Customer may herein each be referred to as a "Party" and collectively referred to as the "Parties."

The Parties agree as follows:

I. Description of Display Item Purchases and Display Services.

A. Display Item Purchases. Decor IQ will provide, and Customer will purchase, the display items ("Items") listed in the City of Fredericksburg Tree Lighting Lease, attached hereto and incorporated herein pursuant to the following conditions:

(1) Availability & Substitutions. Due to product availability or for other reasons outside the control of Decor IQ, Decor IQ may need to make substitutions for Items selected by Customer. If such a condition exists, Decor IQ will notify Customer as soon as possible. While Decor IQ will make reasonable efforts to provide substitutions that are similar to the selected Purchased or Leased Items, it is not always possible, and Decor IQ will consult with Customer on alternative Item options. Any reduction or addition to the Fee for the Items will be reflected in the Invoice(s) sent to Customer pursuant to Section IV.B.

(2) Manufacturer Warranties. The manufacturer warranties apply to any defects in the Items, and all EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR COMPLETENESS ARE

EXPRESSLY DENIED BY Decor IQ. Decor IQ will make reasonable efforts to assist Customer in making any warranty claims with a manufacturer of a defective or damaged Item.

B. Display Services. If contracted for installation & removal services, Decor IQ will install and remove the Items and any Customer-owned display items provided to Decor IQ (collectively, the "Display Items") designated for the temporary display ("Display") as presented in a proposal ("Proposal" as defined below) and set forth in the Schedule/Scope of Work ("Schedule") attached hereto as Exhibit A (collectively, the "Services"). Decor IQ will provide the Services to Customer in the time frame set forth in the Schedule and will install and remove the Display at the location designated by Customer to receive Services ("Site") as set forth in the Schedule. If storage & transportation are also part of the contracted services, Decor IQ will transport the Display Items to and from the included storage location as designated by Customer on the Schedule. If Customer wishes to store all or some of the Display Items through Decor IQ, the Parties will enter into a separate storage agreement.

C. Proposal. The Proposal may but will not always include one or more of the following: photos, portfolio images, mockups, designs, drawings, schematics, presentations, lists, PowerPoints, pricing, quotes, and explanations.

II. Décor IQ's Responsibilities.

A. Décor IQ Personnel. Decor IQ will designate employees or independent contractors ("DIQ Personnel") that it determines, in its sole discretion, to be capable of performing the Services.

B. Reasonable Protection of Property. Decor IQ and Decor IQ Personnel will take all reasonable efforts to protect from damage the property of Customer or any other property they access to reach the Site.

C. Completion of Services. Decor IQ will complete removal of the Display by the agreed upon date following the installation. At the time of removal of the Display, Decor IQ Personnel will use all reasonable efforts to return the Site to the condition it was prior to the Display. If the Display is installed in whole or in part in any structure owned by Customer, Decor IQ Personnel will leave the structure broom swept and free of debris.

D. Insurance. During the term of this Agreement and for a period of 1 year thereafter, Decor IQ will, at its own expense, maintain and carry insurance, in full force and effect that includes, but is not limited to, (i) commercial general liability with a limit of not less than \$1,000,000 for each occurrence and in aggregate, and (ii) worker's compensation, as required under applicable law. Decor IQ shall name Customer an additional insured on its commercial general liability insurance, and shall provide Customer with a certificate of insurance at the time of execution of this Agreement.

E. Warranty/Disclaimer. Decor IQ will provide the Services set forth in the Schedule in a workmanlike manner, using knowledge and experience for performing the services which meet generally accepted standards in Décor IQ's industry and region. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR EXPECTATION OF PRIVACY ARE EXPRESSLY DENIED BY Décor IQ.

F. Repairs to/Service of Display. Decor IQ will make reasonable efforts to repair, replace or substitute, at its option and its cost, any defective Display Items purchased from Decor IQ (but not Display Items owned by Customer), in a reasonable time after receiving notice from the Customer. In some circumstances, repairs, replacements or substitutions will not be feasible. The Customer shall be responsible for any Display Items owned by Customer and for any damage to Display Items that are not a result of defects in purchased Display Items or improper installation.

III. Customer's Responsibilities.

A. Approvals. Upon entering into this Agreement, Customer will notify Decor IQ of and obtain all necessary permits or approvals ("Approvals"), if any, prior to installation of the Display, including but not limited to such Approvals required by a municipal, county or state government entity, landlord, homeowner's association, co-op or condo board, or hotel or motel owner or manager or the like. Failure of Customer to obtain necessary Approvals, causing cancellation by Customer or Decor IQ under Sections VIII B or C below, will not excuse non-payment of the compensation set forth in the Schedule.

B. Cooperation and Access. Customer will respond promptly to any reasonable request from Decor IQ for instructions, information, or Approvals required by Decor IQ to provide the Services. Customer will reasonably cooperate with Decor IQ Personnel during the installation, any required maintenance, and removal of the Display. Customer will provide to Decor IQ Personnel unobstructed access to the Site while they are installing, maintaining, or removing the Display, and will keep such access clear of any obstructions, including but not limited to vehicles. If the preferred access to the Site requires Decor IQ Personnel to cross another owner's property, Customer will promptly, upon request by Decor IQ, request permission from the other property owner for such limited access, which access Decor IQ agrees to protect in accordance with Section II.E and indemnify pursuant to Section VI.

C. Installation/Removal. Customer permits Decor IQ Personnel to undertake and complete all work on the Site as set forth in the Schedule, and to complete the installation, maintenance, and removal as they see fit. Customer will not interfere with and will make reasonable effort to keep other persons and pets/animals from interfering with the work of Decor IQ Personnel in installing, maintaining, or removing the Display.

D. Electrical Service/Schematic Drawings. Customer will supply adequate electrical service for the Display and assume all costs for such electrical service. If Decor IQ determines that additional electrical service is required, it shall so advise Customer. Upon Customer's request and at Customer's expense, Decor IQ will seek to rent equipment that is sufficient to supply the necessary additional electric service for the Display or advise Customer on

changes that could be made to provide sufficient electricity. Any charges for rented units will either be included as an itemized part of the charges included in the Schedule or will be added as an additional charge. Any charges for changes to the electric service are the responsibility of the Customer. If included in the Schedule, Customer will provide to Decor IQ schematic drawings showing the placement and electrical wiring available on the Site for the Display ("Schematic Drawings"). Any changes to the Schedule requested by Customer that

requires a change to the Schematic Drawings shall be chargeable to the Customer.

E. **Removal/Storage of Display Items.** On the Removal date(s) set forth in the Schedule, or on such other dates as reasonably agreed between the Parties following installation of the Display, Customer will permit Decor IQ Personnel to complete the Removal of the Display and move the Display Items to the agreed storage area.

The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City may provide a letter of self-insured status, as requested by Decor IQ.

F. **Loss and Damage.** All leased displays are warranted against product defects and faulty installation. Decor IQ will be responsible for any loss or damage to the Display Items during the time they are at the Site (regardless of whether the Display is installed or not), unless it can be shown by competent evidence that the loss or damage was a result of gross negligence or willful misconduct on the part of Customer, or if such damage was caused by vandalism, weather, animal interference, electrical surges, or other acts of God. Decor IQ shall bear all risk of loss or damage to the Display Items arising from the installation, maintenance, or removal of the Display and for any acts or omissions committed by Décor IQ or Décor IQ Personnel.

G. **Photo and Video Release.** Customer grants to Decor IQ the right and permission to use, re-use, publish, and republish photographic or videographic portraits or pictures of the Display, intact or in part, composite or distorted in character or form, without restriction as to changes or transformations, in conjunction with Customer's name, or reproduction hereof in color or otherwise, and the right to use any printed material in connection with such use and publication. Customer hereby relinquishes any right that it may have to examine or approve the completed photographs or videos, and any printed matter that may be used in conjunction with such materials.

H. For multi-year agreements, the Customer must notify Décor IQ in writing of any intended additions to the holiday program by July 31st of the year preceding the upcoming season (e.g., by 7/31/24 for the 2024 holiday program). No changes to the program during this Agreement term will be permitted if they result in a decrease in the contract's value. Requests for program additions made after July 31st of any year during the Agreement period may be approved or denied by Décor IQ at its sole discretion, depending on product availability and timing. Additionally, Décor IQ may assess a surcharge (up to 25%) for any approved requests received after the July 31st deadline during the Agreement period.

IV. Compensation.

A. **Fee Schedule.** Customer will pay Decor IQ the fees set forth in the Schedule plus any subsequent additional charges agreed between the Parties in writing (the "Fee"), under the payment terms set forth in the Schedule. Any additional Display Items or other products or Services requested by Customer will be deemed accepted by Decor IQ only if an updated Schedule is signed by Decor IQ and Customer. All expenses associated with any changes to the Schedule, made prior to, during, or after installation of the Display, will be at Customer's sole additional cost, and costs for these changes will be invoiced by Decor IQ to Customer.

B. **Invoices.** Decor IQ will issue an invoice to Customer for each payment on the Fee Schedule, and for any other additional charges owed by Customer to Decor IQ. Payment is due to Decor IQ within thirty (30) days of Customer's receipt of an invoice. See Section VIII for Customer's rights and obligations for payment of the Fee if the Display is canceled.

C. **Interest.** Failure to timely pay any Fee set forth in the Schedule or any additional fee for changes approved by Customer, (1) may result in Decor IQ canceling the Display and (2) will result in interest accruing and payable on all overdue amounts at the rate of 1.5% per month, or 18% per annum, or the maximum amount allowed by law, whichever is less.

D. **Taxes.** Customer shall not be liable for any federal, state or local taxes for which the Customer is not liable by law, including state and local sales and use taxes. Accordingly, those taxes shall not be added to any goods or services under the Agreement. Customer shall furnish a copy of the applicable tax exemption certificate upon request from Decor IQ. If the Customer is billed for any taxes not in compliance with this Section, Customer shall be authorized to remit payment less the taxes imposed.

V. Indemnification.

Decor IQ will indemnify, defend and hold harmless Customer and its respective officers, directors, employees, independent contractors, agents and their respective heirs, successors and assigns (collectively "Indemnified Party"), from any and all losses damage, liabilities, claims, actions, costs or expenses of any kind (including reasonable attorney's fees) that are incurred by the Indemnified Party arising out of or related to any third-party claim alleging: (A) breach or non-fulfillment of any provision of this Agreement by Decor IQ; (B) any negligence or more culpable act or omission of Decor IQ (including any reckless or willful misconduct) in connection with the performance of his/her obligations under this Agreement; (C) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or more culpable act or omission of Decor IQ (including any reckless or willful misconduct); and (D) any failure of Decor IQ to comply with any applicable federal, state or local laws, regulations or codes in the performance of his/her obligations under this Agreement.

Customer is a Texas home-rule municipality operating in the exercise of its governmental functions. Accordingly, any and all provisions, terms, or conditions in the Agreement requiring Customer to defend or indemnify Decor IQ or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect to the extent they may obligate Customer to create an unconstitutional debt, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas. Customer shall not be required to fund any obligations under the Agreement by the creation of a sinking fund.

VI. Intellectual Property.

Décor IQ owns all intellectual property rights, including but not limited to copyrighted work (such as any Proposal and Schematic Drawings), inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights"), in all documents, work product, and other materials that are delivered to Customer as part of the Services or are prepared by or on behalf of Decor IQ in the course of performing the Services. Customer shall not, during the Term of this Agreement or thereafter: (i) apply to register or maintain any application or registration for the Intellectual Property Rights, or any other tradename, trademark, service mark (the "Marks"), copyright or other intellectual property confusingly similar thereto; (ii) use any colorable imitation of the Intellectual Property Rights; (iii) misuse the Intellectual Property Rights; (iv) take any action that would bring the Marks into public disrepute; (v) use the Proposal, the Schematic Drawings or any other work that is copyrighted, proprietary or confidential except for purposes of the transaction contemplated by this Agreement or (vi) take any action that would tend to destroy or diminish the goodwill in or dilute the Marks.

VII. Confidentiality.

From time to time during the Term of this Agreement, either Party may disclose or make available to the other Party, non-public, proprietary and confidential information of the disclosing Party ("Confidential Information"), that the disclosing Party identifies at the time of disclosure as confidential in writing or verbally (with a writing confirming confidentiality to follow within 3 day). However, Confidential Information does not include any information that: (1) is or becomes generally available to the public other than as a result of the receiving Party's breach of this Section VII; (2) is or becomes available to the receiving Party on a non-confidential basis from a third party, provided that third party is not and was not prohibited from disclosing the Confidential

Information; (3) was in the possession of the receiving Party's possession prior to the disclosing Party's disclosure; or (4) was or is independently developed by the receiving Party without using any Confidential Information. The receiving Party will protect and safeguard the Confidential Information with at least a reasonable degree of care under the circumstances and will not use or share the Confidential Information or allow it to be used or accessed by another person or entity, for any purpose other than to exercise the Party's rights or perform the Party's obligations under this Agreement. If the receiving Party discloses the Confidential Information to another person or entity as allowed in this Section, the receiving Party will advise such person or entity of the confidential nature of the information and the Confidentiality obligations provided in this Agreement. If the receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to such disclosure, expeditiously notify the disclosing Party of such disclosure requirements and deadlines. Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

VIII. Term and Termination/Cancellation.

A. Term. This Agreement will commence on the Effective Date and shall continue for a period of one (1) year thereafter, unless terminated earlier as provided for herein. The Parties may agree in writing to extend the Agreement with mutually-agreed upon terms for an additional term.

B. Customer Cancellation of Services. Customer may cancel the Display by terminating the Agreement effective upon Décor IQ's receipt of Customer's written notice of cancellation. If Customer's notice of cancellation is received by Decor IQ during or after installation of the Display, Decor IQ will endeavor but cannot guarantee Removal of the Display prior to the Removal dates set forth in the Schedule. No refunds will be given for cancellation of the Services by Customer if cancellation is received sixty (60) days before the scheduled installation, except at sole discretion of Decor IQ.

C. Cancellation Fees for Purchased Items. If prior to delivery and no later than seven (7) days after the Effective Date, Customer seeks to cancel an order for a Purchased Item, the following cancellation fees apply:

- a. If Decor IQ has the item in stock, a cancellation fee of 10% of the item's price listed on the Schedule. If Decor IQ has already placed an order with its distributor for the item, a cancellation fee of 25% of the item's price listed on the Schedule.
- b. If Decor IQ has not placed an order with its distributor for the item, a cancellation fee of 5% of the item's price listed on the Schedule.

Once a Purchased Item is delivered to Customer (delivery is the earlier of Décor IQ's delivery of the item to Customer's storage location or installation of the item in the Display), Decor IQ will not accept return of the item and Customer agrees to pay the item's full price listed on the Schedule.

D. Décor IQ Cancellation. Decor IQ may, at its sole discretion, either (i) cancel the Display by terminating this Agreement effective upon Customer's receipt of Décor IQ's written notice of cancellation or (ii) delay completion of its obligations under the Schedule (which delay will not constitute a breach by Decor IQ of its obligations), for any of the following reasons: (1) Customer's failure to pay (a) the Fee set forth in the Schedule when due or (b) any other Decor IQ invoice within 20 days after it was received; or (2) Customer's breach of any obligation in Section III.

IX. E. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, Customer shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the Customer to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

x. Limitation of Liability.

IN NO EVENT WILL Decor IQ BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE IS FORESEEABLE AND WHETHER OR NOT DECOR IQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL DÉCOR IQ'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIMES THE FEE PAID OR PAYABLE TO DECOR IQ AS SET FORTH IN THE SCHEDULE.

XI. Miscellaneous.

- A. A. Gift to Public Servant. Customer may terminate the Agreement immediately if Decor IQ has offered, or agreed to confer any benefit upon a Customer employee or official that the Customer's employee or official is prohibited by law from accepting.
- B. B. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to the Agreement shall be performable in Gillespie County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Gillespie County, Texas.
- D. C. Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
- E. D. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- F. E. Captions. The captions to the various clauses of the Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.
- G. F. Governmental Function(s) and Immunity.
 - i. Immunity retained. The Customer and Decor IQ hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Customer, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.
 - ii. Limited Waiver of Immunity. Notwithstanding any other provision to the contrary in the Agreement, the Customer and Decor IQ hereby acknowledge and agree that to the extent the Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the Customer's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code.
 - iii. Rights Retained. Customer expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Agreement requiring the Customer to waive its rights under the Texas or Federal Constitution, or under any

foreign law(s), or limiting the claims or remedies available to the Customer, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

- H. E. Waiver of Attorney's Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorneys' fees regardless of the outcome of the litigation.
- G. F. Controlling Document. In the event any term, condition, or provision of a Schedule or other document now or later attached hereto, that conflicts with any term, condition, or provision of the Agreement, the terms, conditions, and provisions of this Agreement shall supersede and control the terms, conditions, and provisions of the Agreement.
- H. G. Additional Verifications. To the extent required by Texas law, Decor IQ verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.
- I. H. Ethics Disclosure. To the extent required by law, Decor IQ represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Customer is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Decor IQ and Customer has not verified such information.
- J. I. Prompt Payment Act. Customer shall pay Decor IQ the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251, and Customer shall be entitled to an offset or proration of service charges for a full calendar day if the services are unavailable to the Customer for a cumulative duration of at least four (4) hours during that calendar day. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date provided above.

City of Fredericksburg, Texas

Signature

Date

Printed name

Decor IQ

Signature

Date

Printed name

City of Fredericksburg Tree Lighting Lease

City of Fredericksburg, Texas
126 West Main Street
Fredericksburg, TX 78624
United States

Andrea Schmidt
Parks & Recreation Director
aschmidt@fbgtx.org
+18309902018

Reference: 20250410-154407531

Quote created: April 10, 2025

Quote expires: May 31, 2025

Quote created by: Hailey
Account Executive
hweidenfeller@decoriq.com
+12109125052

Comments from Hailey

Please note the following exclusions to the listed pricing:

Aerial Lifts or Rigging
Electrical Infrastructure
Shipping
Local Permitting

Pricing is valid for a 3 and 5-year lease program.

Display is warranted against product defects and faulty installation. City of Fredericksburg is responsible for damage caused by vandalism, weather, damage by animals, electrical surges, and acts of God.

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
02 Holiday Lights - Lease - Installation/Removal 93,100 Cool White Mini Lights Wrapped on Trunks of Marketplatz Trees		02 Holiday Lights - Lease - Installation/Remo val	1	\$26,765.45	\$26,765.45
02 Holiday Lights - Lease - Installation/Removal 52,500 Cool White C9 Lights Strung in Canopies of Marketplatz Trees		02 Holiday Lights - Lease - Installation/Remo val	1	\$57,131.98	\$57,131.98
02 Holiday Lights - Lease - Installation/Removal 37,940 Colorful Mini Lights Wrapped on Trunks of Marketplatz Crepe Myrtles (50 Strands per Tree in 10 Trees) (4 solid strands of red, 3 solid strands of green, and 3 solid strands of blue.)		02 Holiday Lights - Lease - Installation/Remo val	1	\$10,907.42	\$10,907.42
One-time subtotal					\$94,804.85
Total					\$94,804.85

Terms & Agreement

Please note: Pricing for the 2025-2026 season is subject to change due to evolving tariffs and government fees, but we remain committed to providing competitive pricing while maintaining the highest quality standards. Pricing factors in elevated tariffs. If tariffs adjust, please be aware that we will pass on any savings or increase.

[Click to Review the Client Agreement](#)

By signing this quote/proposal, client agrees that they have read & reviewed our client "purchase, lease, & services agreement," linked above, and further approves & agrees to the terms outlined.

*A Note About Tariffs

In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Andrea Schmidt

aschmidt@fbgtx.org

Payment Schedule

Name	Due	Amount
Payment 1	Upon Aug/Sept before Installation	\$47,402.42 (Due now)
Payment 2	Upon Nov after Installation	\$47,402.43

Questions? Contact me



Hailey Weidenfeller

Account Executive

hweidenfeller@decoriq.com

+12109125052

Decor IQ

1310 W. Laurel St

San Antonio, TX 78201

United States



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 20, 2025

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Ordinance 2025-15 adopting the canvassed tabulated results and declaring the Official Results of the City's May 3, 2025 General Election. (Leticia Vacek, City Secretary)

PRESENTATION:

[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. Ordinance 2025-15

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 15, 2025



William McKamie, City Attorney

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025

Ordinance 2025-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ACCEPTING THE CANVASS AND DECLARING THE OFFICIAL RESULTS OF THE GENERAL ELECTION OF THE CITY OF FREDERICKSBURG, HELD MAY 3, 2025, FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS.

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, it is imperative to consider the returns of the election held on May 3, 2025, for the purpose of electing the hereinafter named officials; and

WHEREAS, an election was duly held in the City of Fredericksburg on 3rd day of May, 2025 to elect Two City Councilmembers; and

WHEREAS, the returns of said election have duly and legally been provided and submitted to the City Council for canvassing, and the tabulation of the returns (Exhibit A) for early voting, election day, and ballot by mail has been canvassed and tabulated by members of this governing body in accordance with The Texas Election Code.

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

SECTION 1. Said election was duly called, that notice of said election was conducted in accordance with State Election Law, and that Bobby Watson and Todd Eidson were duly elected Councilmembers, subject to taking the Statement of Officer and Oath of Office as provided by the laws of the State of Texas. And that the Council terms will be effective May 20, 2025 and end in May 2027.

SECTION 2. It is further found and determined that in accordance with the order of the governing body, the City Secretary posted a notice of the date, time, and place, and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public.

SECTION 3. That Ordinance 2025-15 shall become effective immediately from and after its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ON THE 20TH DAY OF MAY, 2025

Jeryl Hoover, Mayor

Attest:

Leticia Vacek, TRMC, CMC, MMC
City Secretary/Records Mgmt. Officer

Official Return Sheet

May 3, 2025 City of Fredericksburg General Election ----- 14.5%

8,064 Registered Voters

Location 95 Frederick Rd

(Mark One)

☐ Early Voting By Mail

☐ Early Voting In Person

☐ Election Day

		Total			Total			Total	Votes Cast
City Council	Cheryl Rowan	9	City Council	Cheryl Rowan	239	City Council	Cheryl Rowan	108	356
	Bobby Watson	7		Bobby Watson	416		Bobby Watson	235	658
	Todd Eidson	10		Todd Eidson	419		Todd Eidson	193	622
	Charlie Kiehne	9		Charlie Kiehne	304		Charlie Kiehne	235	548
	Over	0		Over	4		Over	0	4
	Under	1		Under	92		Under	67	160
	Total	36		Total	1474		Total	838	2,348

Total Number of Voters	1,174
------------------------	-------



CITY COUNCIL
AGENDA MEMO

DEPARTMENT: Development Services
TO: Planning and Zoning Commission
FROM: Shelby Collier, Senior Planner
MEETING DATE: May 20, 2025

SECTION: ORDINANCES, RESOLUTIONS AND
PUBLIC HEARINGS **ITEM:** B.

CAPTION: Request Z-2506: By Lynn Development LLC to Consider a Zoning Change from C2, Commercial to M1, Light Manufacturing for Property Located on the Southeast Corner of South Creek and Hwy 87 South. Also, Referred to as ABS A0735 S R Wilson 338, 2.362 Acres Including PT of Lot 2, Friendship Oaks.

- i Presentation by the Applicant
- ii Presentation by the Staff
- iii Hold Public Hearing
- iv Take Action on Ordinance 2025-16 amending the zoning from C2 to M1

SUMMARY:

The applicant has submitted a Zoning Change request for 2+ acres of land located on the southeast corner of South Creek and Hwy 87 South. The applicant is requesting a Zoning Change from C2, Commercial to M1, Light Manufacturing.

The 2024 Comprehensive Plan identifies this area with a Neighborhood Residential Place Type and recommends a variety of zoning categories, such as C1, Neighborhood Commercial and R2, Mixed Residential. However, when further reviewing the 2024 Comprehensive Plan, it also recommends neighborhood-serving retail be located at significant intersections as well as small-scale commercial uses that are compatible with the intensity of the surrounding residential development. As this property is located west of a 400+ residential lot subdivision and South of high-volume commercial activity, Staff worked with the applicant to find a Zoning designation that would complement the surrounding uses and allow for appropriate commercial development.

No responses were received from property owners within the notification area. Three letters of support for the project were received and attached to this item.

BACKGROUND: The surrounding properties are a mix of R1-A, Single Family Small Lot (Friendship Oaks Subdivision) to the East and Commercial properties to the North and South (Former Cranky Franks and Phill Jackson Shop). Across Highway 87 South is also Commercial with an unknown business currently in operation as well as a seasonal firework stand.

The property is currently zoned **C2, Commercial** and allows for many high-intensity commercial uses by right, such as the following:

Cocktail Lounge	Automotive Repair Services	Equipment Repair Services
Restaurant	Veterinary Services	Outdoor Sports and Recreation

It is the desire of the applicant to obtain an M1, Light Manufacturing Zoning classification, which would allow them to develop a small-scale microbrewery if they were to obtain a Conditional Use Permit (CUP) for a Light Manufacturing Use for the proposed microbrewery.

Sec. 3.310 - Light Manufacturing speaks to the development standards allowed in M1 and includes the following uses by right:

Administrative and Business Office	Funeral Services	Equipment Repair Services
Agricultural Sales and Service	General Retail Sales	Professional Offices
Arts and Crafts	Horticulture	Equipment Sales
Automotive Rentals	Hotel/Motel	Religious Assembly
Automotive Repair Services	Hospital Services (Limited)	Exterminating Services
Automotive Sales	Indoor Entertainment	Research Services
Automotive Washing	Indoor Sports and Recreation	Financial Services
Building Maintenance Services	Kennels	Restaurant
Business Support Services	Laundry Services	Food Sales
Business or Trade School	Liquor Sales	Service Station
Club or Lounge	Maintenance and Service Facilities	Veterinary Services
Commercial Off-Street Parking	Medical Offices	Pet Services
Communication Services	Mobile Food Establishments	Custom Manufacturing
Construction Sales and Services	Outdoor Entertainment	Personal Services
Consumer Convenience Services	Outdoor Sports and Recreation	Convenience Store/Self Serve Gas

Consumer Repair Services	Pawn Shop Services	Personal Improvement Services
Convenience Storage		

With the following uses permitted subject to an approved Conditional Use Permit (CUP)

Campground	Limited Warehousing & Distribution	Drive-Through Facilities Associated With Any Use
Restaurant - Drive In/Fast Food	Light Manufacturing	Transportation Terminal

[The 2024 Comprehensive Plan](#) identifies the subject property with a future place type of Neighborhood Residential which is envisioned as primarily single-family neighborhoods. However, in some occasions where the neighborhood abuts a more significant street, a neighborhood service business such as a day care or coffee shop may be appropriate. This commercial activity should be encouraged with specific design standards and compatibility criteria and preferably located at or near intersections.

Appropriate existing zoning districts would include R1-A, R2, R3, R5 and C1, Neighborhood Commercial.

Notice of Public Hearing Response: As part of the Public Hearing process, Staff must notify property owners that own property within 200 ft fo the subject property. As of April 30, 2025, no response have been received.

STAFF RECOMMENDATION:

The 2024 Comprehensive plan recommends flexibility for commercial activity located along higher-classification streets and situated near intersections. The envisioned commercial activity would serve the neighborhood. M1 Light Manufacturing is comparable to C2 in many ways and would still require a conditional use permit for many uses. Additionally, this location would require compliance with the entry corridor design guidelines.

During the Planning and Zoning Commission approved the request with an 8-1 vote. Staff concurs with the Commission's approval.

ATTACHMENTS:

1. Z-2506 Public Hearing Map
2. Z-2506 Mailing Labels
3. Z-2506- Development Review Comments
4. Z-2506_Response_to_DRC_Comments_Pour_Choices_rickla updates
5. Z-2506 Zoning Application and Letter
6. pour choices - support letter _BALLOU
7. z-2506 - support letter_m. hernandez
8. Z-2506_ SUPPORT- S. TARSKI

9. Ordinance 2025-16 zoning for 2.362 Acres ABS A0735 S R Wilson #38

APPROVAL/REVIEW:



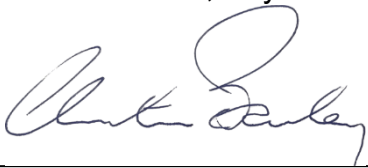
Shelby Collier, Senior Planner

Date: May 15, 2025



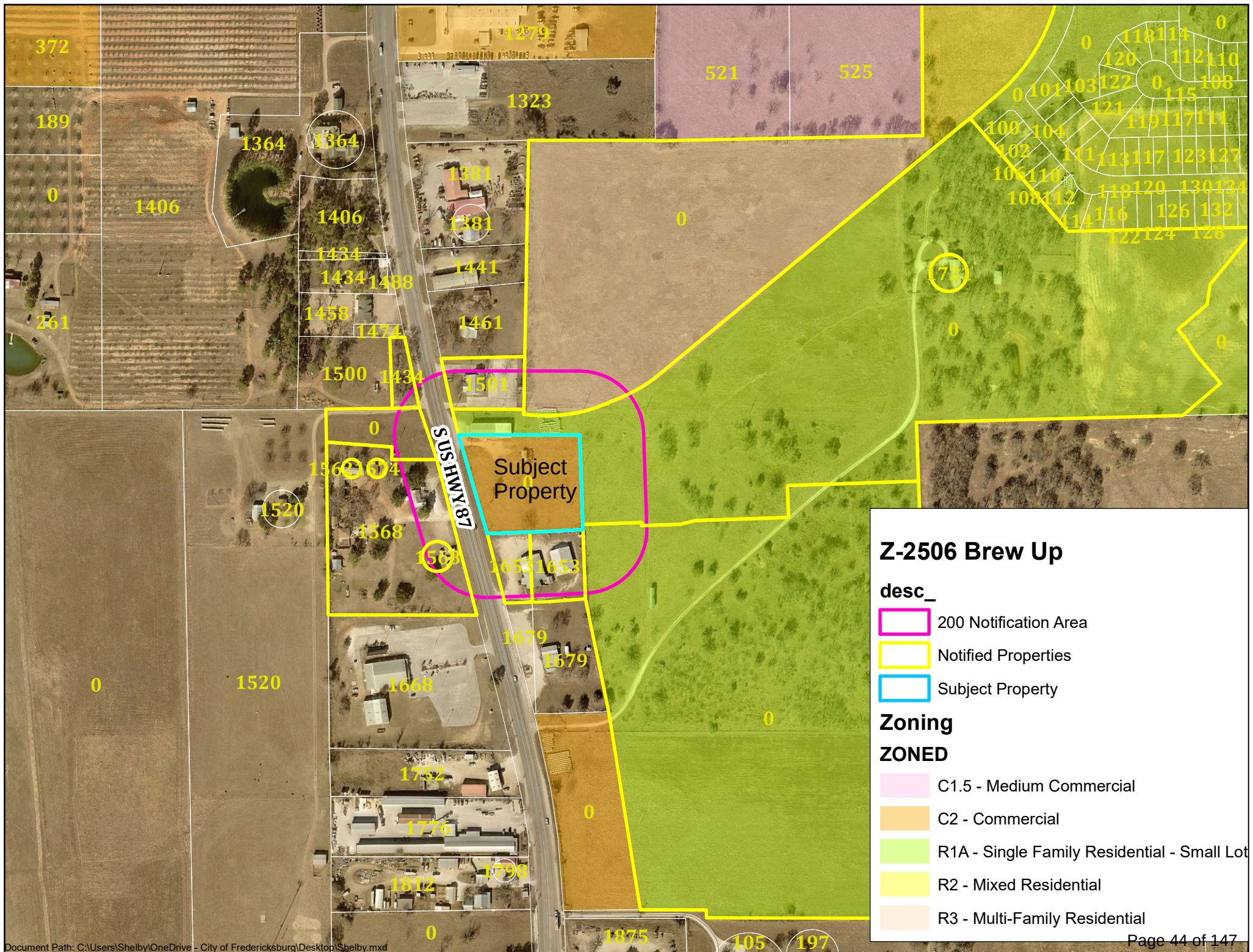
William McKamie, City Attorney

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



Fischer and Wieser Specialty Foods, Inc
411 S Lincoln
FREDERICKSBURG, TX 78624

MAYOLO ALBITER
1574 S US HWY 87
FREDERICKSBURG, TX 78624

FIRST CLASS FIREWORKS
C/O NATHAN WALTER
P.O. BOX 2963
FREDERICKSBURG, TX 78624

HUMMINGBIRD HOLDINGS, LLC
157 COUNTRY CREEK LANE
FREDERICKSBURG, TX 78624

LENNAR HOMES OF TEXAS LAND &
CONSTRUCTION
100 NE LOOP 410, SUITE 1155
SAN ANTONIO, TX 78216

HK FREDERICKSBURG, LLC
C/O PAUL KUO
24607 FAIRWAY SPRINGS
SAN ANTONIO, TX 78260

ZACHARY ZENNER
780 NORTHWEST
FREDERICKSBURG, TX 78624

FREDBG JEHOVAHS WITNESSES
C/O EDDIE MILLER
480 SUMMIT CIRCLE
FREDERICKSBURG, TX 78624

Z-2506



April 21, 2025

Rick LaPlante
Lynn Development LLC
rick@laplantes.net

RE: Z-2506 – Review Comments for the Review of the Lynn Development LLC for the rezoning of ABS A0735 S R Wilson #38, 2,362 acres including pt of Lot 2, Friendship Oaks from C1 to M1.

Dear Applicant,

Project will require consideration by the Planning and Zoning Commission scheduled for **Wednesday, May 7, 2025**, at 2818 US 290 East (HEB Room at the former University Center – City Hall East Campus), please have a representative present at the meeting.

The project will also require consideration by City Council on **Tuesday, May 20, 2025**, at 2818 US 290 East (HEB Room at the former University Center – City Hall East Campus), please have a representative present at the meeting.

Please review the following comments and address appropriately. Please provide a written response as to how the items are addressed by **Tuesday, April 28, 2025**.

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

- The [2024 Comprehensive Plan](#) identifies this area with a Neighborhood Residential Place Type which is intended to be primarily single-family neighborhoods but with a variety of lot sizes and housing types. At significant intersections, or in a Planned Unit Development (PUD), neighborhood-serving retail, personal services and office uses are encouraged. These uses should be found along higher-classification streets and sited at or near intersections.

The City of Fredericksburg

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

- Zoning proposals should be for districts that provide a mix of residence, types, lot sizes and architectural sizes.
- 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.
- Small-scale commercial uses can be appropriate along larger streets and should be compatible with the intensity of the surrounding residential development.
- Appropriate existing zoning districts would include R1, R1-A, R2, R5 and C1.

Please return the revised plans along with your written response as to how the comments have been addressed by **Tuesday, April 28, 2025**. Please feel free to contact me with any comments or questions, jmusgrove@fbgtx.org and I will be happy to assist you.



Jan Musgrove
Planner 1

The City of Fredericksburg

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

April 25, 2025

Jan Musgrove – Planner
City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624
jmusgrove@fbgtx.org

Re: Z-2506 Response to Development Review Committee (DRC)
Comments dated 4/21/25.

This letter responds to the comments received from the Development Review Committee (DRC) regarding our proposed development project.

While the 2024 Comprehensive Plan designates this area under the “Neighborhood Residential” Place Type, the subject property is, and has consistently been, zoned C-2 (General Commercial). This zoning designation was established during the annexation of the property into the City of Fredericksburg in conjunction with the Friendship Oaks development. All associated platting and survey documentation clearly identify the parcel as intended for commercial development.

Notwithstanding the Comprehensive Plan designation, we believe our proposed project is fully aligned with both the spirit and intent of the Plan, as demonstrated through our business model and site layout.

Business Model Alignment with Neighborhood Character

Our concept is fundamentally a neighborhood-focused, community-oriented brewpub and food truck venue. Key operational characteristics include:

- - Approximately 70% of the interior floor area is designated for customer use.
- - An estimated 85% of total revenue is expected from on-premise sales.
- - The combined indoor and outdoor seating capacity exceeds 215 patrons.
- - More than 100 parking spaces have been incorporated, consistent with requirements for restaurant/bar density.

In contrast to large-scale production breweries, our facility will operate primarily as a hospitality venue—a bar and food truck venue that produces its own craft beer for consumption on-site. Furthermore, through the Pour Choices Community Foundation, we have committed to ongoing reinvestment into local initiatives, further reinforcing our neighborhood-serving mission.

Zoning Clarification and Interpretation

We respectfully acknowledge the limitations in the current zoning code, which does not explicitly address taprooms, microbreweries, or brewpubs. We also understand that the Comprehensive Plan called for a revision and update to these codes, which has not happened yet, and which may be the cause of the disconnect in M-1/C-2 zoning. As such, Development Staff has advised that the project be rezoned to M-1 (Light Industrial) and seek a Conditional Use Permit (CUP), due primarily to the perceived manufacturing nature implied by the term “brewery.” It should be noted that we contend that a brewpub is consistent with the existing C-2 zoning. Under Texas Alcoholic Beverage Commission (TABC) definitions, the Brewpub (BP) license is expressly **not classified** as a manufacturer’s license—unlike a winery license which is **expressly classified as manufacturing**. Jurisdictions across Texas routinely treat brewpubs operating under BP licenses as retail/commercial uses for zoning purposes based on this established distinction.

With that being said, Development Staff have deemed our use to fall under “light manufacturing,” and so we proceed with this request for rezoning. In doing so, it is critical to distinguish our limited scope of operations from that of a production brewery such as Alstadt. Our TABC license permits up to 10,000 barrels annually, but our equipment will be limited to producing no more than 2,000 barrels per year. Production space is confined to approximately 1,700 square feet. Our self-distribution will be local and limited in scale. We do not plan to engage in packaging for off-site retail distribution, nor will we ship our product.

We assert that our model satisfies the goals of the Comprehensive Plan regarding small-scale commercial development that complements surrounding neighborhoods, particularly when compared to alternate uses and available commercial subdivision options. Any potential impacts from limited on-site production will be secondary to the primary use: a bar and food venue.

Site Plan-Specific Responses to DRC Comments

- Comment: At significant intersections or in Planned Unit Developments (PUDs), neighborhood-serving retail, personal services, and office uses are encouraged along higher-classification streets and near intersections.

Response: The commercial building has been sited on the West side of the 2.3+ acre parcel, away from any adjacent residential development. The site lies at the intersection of South Creek Street and US Highway 87—two of the area’s highest-classification thoroughfares. The Comprehensive Plan also affirms that “small-scale commercial uses can be appropriate along larger streets and should be compatible with the surrounding residential development.” Our location clearly satisfies this criterion.

- Comment: Zoning proposals should support a mix of residence types, lot sizes, and architectural styles.

Response: The Friendship Oaks master plan has long designated this parcel as C-2 commercial. The broader community includes various residential types, including multifamily developments along South Creek Street just East of our project. Our project enhances this mixed-use approach by introducing a single commercial use on a parcel that could otherwise be subdivided into multiple commercial lots.

- Comment: Smaller lots and increased density should be visually compatible with nearby structures.

Response: While our building design will adhere to the Entry Corridor Overlay requirements, it has also been developed to remain compatible with the surrounding area. The immediate vicinity includes commercial and industrial properties such as Dietz Distilling, Das Peach Haus, and others. The inclusion of significant setbacks, natural landscaping, and vegetative screening provides appropriate buffering from the five nearby residential lots.

- Comment: Small-scale commercial uses should be compatible with the intensity of nearby residential areas.

Response: Rather than subdivide the property into four to eight C-2 commercial lots, we are proposing a unified development. Measures to ensure compatibility include:

- Dense vegetation and fencing to screen residential neighbors.
- Orientation of the outdoor stage away from residential areas.
- Offsite water retention systems to manage runoff in accordance with annexation requirements.
- Onsite building rainwater catchment systems to capture water for our native landscaping.
- Enhanced pedestrian and bike access from South Creek Street provides walk-up/cycling friendly opportunity to neighborhood residents.
- Provision for an additional 5,000 sq. ft. future retail space with associated parking, increasing neighborhood-serving density if needed.

- Comment: Appropriate zoning districts include R-1, R-1A, R-2, R-5, and C-1.

Response: The property's C-2 zoning was approved as part of the original annexation. Given its strategic location at the City's southern gateway, adjacent to a high-traffic corridor and a master-planned community, a commercial use focused on both local residents and tourism aligns with the City's broader economic development objectives while simultaneously meeting the Comprehensive Plans intention for neighborhood commerce. We have designed the site to maintain generous open space while preserving the commercial intent.

We remain committed to collaborating with the City to deliver a project that serves Fredericksburg's residents, enhances the commercial fabric of this district, and complements the surrounding neighborhood context.

Sincerely,

Rick LaPlante

Owner, Pour Choices Brewing Company

rick@pourchoicesbrewing.com

832.605.7310



Zoning Application

City of Fredericksburg – Development Services Department

126 W. Main St, Fredericksburg, TX 78624

A. Project Information

Project Name: PCBC

Project Address: ABS A0735 S R Wilson #38, ^{2.362}~~2.372~~ acres including pt of Lot 2, Friendship Oaks

Property Tax ID Numbers: 183912

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
- ☒ DRC Review Comments - \$250

❖ *All applicants 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

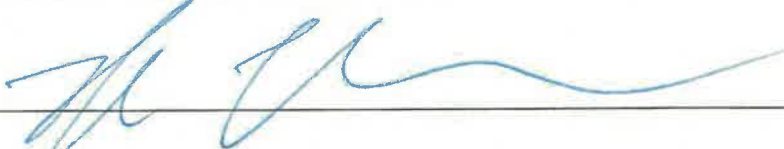
Owner Name: Lynn Development LLC
Owner Address: PO BOX 3403 Fredericksburg 78624
Owner Phone Number: 328.218.2076
Owner Email Address: treycurtis@lynndev.com

D. Applicant

Applicant Name: Rick LaPlante
Applicant Address: 322 Oak Haven Rd Fredericksburg 78624
Applicant Phone Number: 832.605.7310
Applicant Email Address: rick@laplantes.net

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: Rick LaPlante

Staff Use Only Application Number: 2-2506 Date: 3/31/25

Ch# 101 \$ 1400.00

To the Honorable Members of the Planning and Zoning Board, City of Fredericksburg:

We respectfully submit this letter in support of our application to rezone the property in this application from **C-2 Commercial** to **M-1 Light Industrial**, to allow for the development of **Pour Choices Brewing Company**, a locally owned and operated craft brewery and taproom.

Business Overview

Pour Choices Brewing Co. is a community-focused brewery offering both indoor and outdoor seating, a family- and pet-friendly environment, a rotating selection of handcrafted beers brewed on-site, and a full-service bar. Our business model includes:

- A vibrant **taproom and outdoor gathering place** where residents and visitors can enjoy fresh pours in a welcoming environment produced by award winning professional brewers.
- Community-focused programming, such as **free event space for community groups, art walks, seasonal festivals, local vendor markets, beer education nights, on site food trucks, live music, and pet adoption partnerships.**
- A small-batch **brewhouse facility** designed for direct-to-consumer taproom sales and limited local distribution.

Why M-1 Zoning Is Necessary

While the majority of our space being dedicated to taproom, bar, and public-facing features aligns well with existing commercial C-2 zoning, the actual brewing operations — which involve on-site manufacturing of alcoholic beverages — require **M-1 Light Industrial zoning** under current city code. Our operations will remain small-scale, clean, in compliance with all safety, noise, and environmental regulations, and limited by the Texas Alcoholic Beverages Commission Brewpub License we will operate under, to no more than 10,000 barrels of production per year.

The shift in zoning is solely to accommodate the brewing equipment and processes within a small portion of the same building as the taproom and bar. The vast majority of the experience for both customers and neighbors will be with the taproom and outdoor gathering spaces.

Community Benefits

Pour Choices Brewing is more than just a business — it's a gathering space and local asset. We aim to:

- **Enhance tourism** by adding a destination craft brewery that reflects Fredericksburg's charm and hospitality.
- **Create jobs** for local residents, including positions in brewing, hospitality, events, and management.
- **Support local organizations** such as educational programs, first responders, children's health and welfare, and community improvement organizations via our **Pour Choices Community Foundation**, a nonprofit initiative seeded by our owners, and continually funded in part by proceeds from brewery operations.

- **Activate the surrounding area** — located in a rapidly developing part of town both commercially and residentially — by generating increased foot traffic and fostering partnerships with neighboring businesses.
- **Celebrate Texas Hill Country culture**, using locally sourced ingredients and showcasing regional flavors.
- **Embody entry corridor standards** as one of the earliest buildings to be seen entering Fredericksburg from San Antonio & Comfort.

About the Owners

We moved to Fredericksburg in 2024 from Dallas, where Rick created and taught a 4-year high school computer science program for an inner-city Dallas ISD high school. Before that, we worked our cattle ranch in Wyoming, ran a consulting company providing business leadership development and coaching, opened our first brewery in Powell, Wyoming, and Judith taught high school and college computer science and robotic engineering courses. We love to get involved in the communities in which we live! In addition to opening our (and the town's) first brewpub, Rick was elected as a Trustee/Board Member for Northwest College, and Judith volunteered to create and coach a high school robotics team. Those teams, from a small 6,000-person town in Wyoming, ended up competing at 2 world championships while we were there, and continue to be a force today! Students from those teams are now professional software engineers, mechanical engineers, robotic business entrepreneurs, a PhD computer scientist, and IT professionals. Before moving to our ranch, we were both software engineers and business leaders with Microsoft Corp.

We are committed to building responsibly and in harmony with the surrounding neighborhood and land use plan. We will maintain a clean, visually appealing facility that complements Fredericksburg's unique blend of historic charm and modern vitality.

We appreciate your consideration of our request and welcome any opportunity to answer questions or provide further details. Our team is excited about the opportunity to invest in, and grow with, the Fredericksburg community.

Respectfully,



Rick and Judith LaPlante, Co-founders & Owners
Pour Choices Brewing Company

Jan Musgrove

From: richard ballou <richardballoujr@yahoo.com>
Sent: Monday, May 5, 2025 12:27 PM
To: Jan Musgrove
Subject: Proposed Brewery at US-87, South of Friendship Lane

City of Fredericksburg,

I understand the LaPlante's are hoping to revise a property on US-87 south of Friendship lane into a Brewery and small bicycle repair shop with the design to be a cycling destination.

I believe this to be an excellent plan and something that would be good for the entire Fredericksburg community and a great idea to promote cycling in Fredericksburg. This type of business is really needed in Fredericksburg as a destination for cyclists during and after rides. I have known the LaPlante's for over a year and they are very community focused and very strongly support cyclists.

Thank you for your consideration of this great opportunity for Fredericksburg.

Thanks,

Richard

Richard Ballou
richardballoujr@yahoo.com

I understand the LaPlante's are hoping to revise a property on US-87 south of Friendship lane into a Brewery and small bicycle repair shop with the design to be a cycling destination.

I believe this to be an excellent plan and something that would be good for the entire Fredericksburg community and a great idea to promote cycling in Fredericksburg. This type of business is really needed in Fredericksburg as a destination for cyclists during and after rides. I have known the LaPlante's for over a year and they are very community focused and very strongly support cyclists.

Thank you for your consideration of this great opportunity for Fredericksburg.

Thanks,

Richard

Richard Ballou

richardballoujr@yahoo.com

Jan Musgrove

From: richard ballou <richardballoujr@yahoo.com>
Sent: Monday, May 5, 2025 1:15 PM
To: Jan Musgrove
Subject: Re: Proposed Brewery at US-87, South of Friendship Lane

Jan,

The development is supposed to be at 1537 US HWY 87. (At the corner of S Creek Street and US HWY 87.)

If needed my address is noted below.

Thanks,

Richard Ballou
richardballoujr@yahoo.com

2136 Lightstone
Fredericksburg, TX 78624

On May 5, 2025, at 12:33 PM, Jan Musgrove <jmusgrove@fbgtx.org> wrote:

Good afternoon, Mr. Ballou,

Thank you for comments sir. May I have an address to attach to this comment.

Many thanks,

Jan Musgrove

Planner 1

<image001.jpg>

126 W. Main Street

Fredericksburg, TX 78624

Office: (830) 997-7521 | Direct: (830) 990-2079 | jmusgrove@fbgtx.org

City Mission: We're leading with integrity while providing the best customer services to our community.

From: richard ballou <richardballoujr@yahoo.com>
Sent: Monday, May 5, 2025 12:27 PM
To: Jan Musgrove <jmusgrove@fbgtx.org>
Subject: Proposed Brewery at US-87, South of Friendship Lane

City of Fredericksburg,

From: [Miguel Hernandez](#)
To: [Jan Musgrove](#)
Subject: Pour choice
Date: Wednesday, May 7, 2025 9:32:27 AM

Ms. Musgrove,

I own and operate a business in Fredericksburg for 4yrs. I think that a brewery on Hwy 87 would be a great asset to this town. It will move some of the traffic off 290 and bring more men tourist to this town. It would be more accessible to locals.

Sincerely, Miguel Hernandez H3 Masonry Inc

2nd letter- received after 9am email sent

Jan Musgrove

From: Sandi Tarski <sptarski@gmail.com>
Sent: Tuesday, May 6, 2025 8:15 PM
To: Jan Musgrove
Subject: Citizen Comment - 5/7/25 P&Z Committee Mtg

Regarding item #4A:

Please consider granting the zoning change requested by the applicant for the proposed brewery property on 87. The idea/plan for the property sounds great and it sounds like a good business for our community. I am impressed with the applicants' background and experience, and the desire to partner with folks in our community. The applicants have experience opening a brewery and have some great ideas for this location. We are exciting about this business and thank you for your consideration of this request.

Sandi Tarski

Sent from Sandi's iPhone

ORDINANCE NO. 2 0 2 5 - 1 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND CHANGING THE ZONING DISTRICT AS TO LAND LOCATED AT THE SOUTHEAST CORNER OF S. CREEK STREET AND HWY 87 S, ALSO REFERED TO AS A 2.362 ACRE TRACT OF LAND OUT OF THE HENRY HARMAN SURVEY NO. 40, ABSTRACT NO. 299 AND THE SAMUEL R. WILSON SURVEY NO. 38, ABSTRACT NO. 735; ESTABLISHING SAID PROPERTIES AS LIGHT MANUFATURING (M1); 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, an Application for Rezoning has been submitted by the owners of lots described as A 2.362 ACRE TRACT OF LAND OUT OF THE HENRY HARMAN SURVEY NO. 40, ABSTRACT NO. 299 AND THE SAMUEL R. WILSON SURVEY NO. 38, ABSTRACT NO. 735 in the City of Fredericksburg, Texas, to establish a zoning district of said lot as LIGHT MANUFACTURING (M1); and

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

WHEREAS, the Planning and Zoning Commission has determined that such zoning change is in conformity with the uses established by the Comprehensive Land Use Plan of the City of Fredericksburg and is consistent with the objectives of the City of Fredericksburg Zoning Ordinance, and has recommended to the City Council of the City of Fredericksburg, based upon positive findings under the review and evaluation criteria established by such ordinance, that the rezoning be enacted; and

WHEREAS, the City Council has specifically found, following public hearing, that such change is consistent with the objectives of the City of Fredericksburg Zoning Ordinance and Comprehensive Land Use Plan of the City of Fredericksburg and there has not been a protest against rezoning signed by owners of twenty per cent (20%) or more either of the area of the property included in the zoning request, or of the area of the

property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That the zoning ordinance of the City of Fredericksburg is hereby amended to incorporate the certain change in zoning district as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said lots being described as A 2.362 ACRE TRACT OF LAND OUT OF THE HENRY HARMAN SURVEY NO. 40, ABSTRACT NO. 299 AND THE SAMUEL R. WILSON SURVEY NO. 38, ABSTRACT NO. 735 in the City of Fredericksburg, Texas, and as additionally described and designated on the survey attached hereto as Exhibit A, to be and are hereby zoned and designated LIGHT MANUFACTURING (M1).

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

Section 3. Ordinance Cumulative. This Ordinance shall be cumulative of all other ordinances of the City of Fredericksburg affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

Section 5. Penalty. 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 fined not more than Two Thousand Dollars (\$2,000.00) for each offense. 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 6. Savings. 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 7. Severability. 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 8. Publication. The City Secretary of the City of Fredericksburg is hereby directed to

publish in the official newspaper of the City the caption and penalty clause of this Ordinance as required by law.

Section 9. Effective date. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED on this the 20th day of May, 2025.

Jeryl Hoover, Mayor

ATTEST:

Letty Vacek, City Secretary

APPROVED AS TO FORM:

Mick McKamie, City Attorney

EXHIBIT "A"

MDS LAND SURVEYING COMPANY, INC.

FIELD NOTES FOR A 2.362 ACRE TRACT OF LAND

BEING a 2.362 acre tract of land out of the Henry Harman Survey No. 40, Abstract No. 299 and the Samuel R. Wilson Survey No. 38, Abstract No. 735, City of Fredericksburg, Gillespie County, Texas and being the remainder of a called 3.07 acre tract conveyed to Dale A. Crenwelge by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 20092468, Official Public Records of Gillespie County, Texas, said 2.362 acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, Central Zone (4203):

BEGINNING at a found 1/2" iron rod for the southeast corner of the herein described tract, said point being at the southeast corner of the called 3.07 acre tract and the northeast corner of a called 1.431 acre tract conveyed to Hummingbird Holdings, L.L.C. by Warranty Deed recorded in Clerk's File No. 20202361, Official Public Records of Gillespie County, Texas, said point being in a westerly line of a portion of the remainder of a called 111.440 acre tract conveyed to HK Fredericksburg, L.L.C. by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 20193419, Official Public Records of Gillespie County, Texas:

THENCE S 88°14'59" W (S 89°06' W, Record), departing the westerly line of the called 111.440 acre tract, with the south line of the herein described tract, the south line of the called 3.07 acre tract and the north line of the called 1.431 acre tract, for a distance of 308.80' (308.8', Record) to a calculated point for the southwest corner of the herein described tract, said point being at the southwest corner of the called 3.07 acre tract and the northwest corner of the called 1.431 acre tract, said point being in the east right-of-way line of U.S. Highway No. 87 (100' width, TxDOT CSJ No. 72-1-3&4), from which an 8" pine fence corner post at the southwest corner of the called 1.431 acre tract bears S 15°01'49" E, a distance of 225.41', and a chain link fence corner post bears S 71°19'55" E, a distance of 0.76' feet:

THENCE N 15°01'49" W (N 14°01' W, Record), with the west line of the herein described tract, the west line of the called 3.07 acre tract and the east right-of-way line of U.S. Highway No. 87, for a distance of 313.80' to a found 1/2" iron rod capped "HMT" for the northwest corner of the herein described tract, said point being at a southwesterly corner of a called 31.554 acre tract conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Clerk's File No. 20231240, Official Public Records of Gillespie County, Texas, said point being in the west line of the called 3.07 acre tract and the east right-of-way line of U.S. Highway No. 87, from which a found mag nail at the original northwest corner of the called 3.07 acre tract, a northwesterly corner of the called 31.554 acre tract and the southwest corner of a called 0.98 of one acre tract conveyed to Oliver J. Kowert and Arthur R. Lott, Trustees of the Fredericksburg, Texas Congregation of Jehovah's Witnesses by Warranty Deed with Vendor's Lien recorded in Volume 218, Page 432, Real Property Records of Gillespie County, Texas bears N 13°52'06" W, a distance of 83.22':

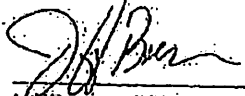
THENCE departing the west line of the called 3.07 acre tract and the east right-of-way line of U.S. Highway No. 87, with the north and east lines of the herein described tract and the south and west lines of the called 31.554 acre tract, the following courses and distances:

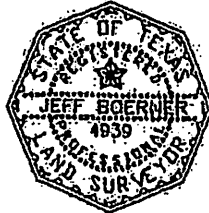
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10019600
674 HARPER RD, SUITE 104, KERRVILLE, TX 78028 • 830-816-1018

Page 1 of 2

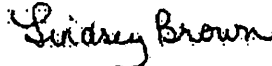
- S 89°58'06" E (S 89°56'44" E. Adjoiner Record), for a distance of 379.79' (379.78', Adjoiner Record) to a found 1/2" iron rod capped "HMT" for the northeast corner of the herein described tract, said point being at a southwesterly interior corner of the called 31.554 acre tract, said point being in the east line of the called 3.07 acre tract;
- S 02°00'01" E (S 1°09' E. Record), passing at 280.85' a found 1/2" iron rod capped "HMT" at a southwesterly corner of the called 31.554 acre tract and a northwesterly corner of a portion of the remainder of the aforementioned called 111.440 acre tract, continuing for a total distance of 293.61' to the POINT OF BEGINNING, CONTAINING 2.362 acres of land, more or less, in the City of Fredericksburg, Gillespie County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc in April of 2023. A survey plat of equal date was made in conjunction with this description.


 Jeff Boerner, RPLS #4939
 Date: 4/27/2023
 Job # 23-171-00



FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS



Lindsey Brown, County Clerk
 Gillespie County Texas
 May 17, 2023 11:04:13 AM



FEE: \$50.00 JCOSTON 20232809
 WD

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 00019600
 874 HARPER RD, SUITE 104, KERRVILLE, TX 78028 • 830-816-1818

Page 2 of 2



CITY COUNCIL
AGENDA MEMO

DEPARTMENT: Development Services
TO: Planning and Zoning Commission
FROM: Shelby Collier, Senior Planner
MEETING DATE: May 20, 2025

SECTION: ORDINANCES, RESOLUTIONS AND
PUBLIC HEARINGS **ITEM:** C.

CAPTION: Request Z-2505: By James and Anne Lorys to Consider the Following:

1. Ordinance 2025-17 to Amend the Land Use Plan from Medium Density Residential (MDR) to Commercial (C) for Property Located at 807 South Eagle Street.
 2. Ordinance 2025-18 to change from R2, Mixed Residential to C1, Neighborhood Commercial for Property Located at 807 South Eagle Street.
-
- i. Presentation by the Applicant
 - ii. Presentation by Staff
 - iii. Hold a Public Hearing
 - iv. Take action on Ordinance 2025-17
 - v. Take action on Ordinance 2025-18

SUMMARY:

The applicant has submitted a Land Use and Zoning Change request for 2+ acres of land located at 807 South Eagle. The applicant is requesting a Land Use Change from Medium Density Residential (MDR) to Commercial and a Zoning Change from R2, Mixed Residential to C1, Neighborhood Commercial.

The 2024 Comprehensive Plan identifies this area with a Mixed Use Community/Corridor Place Type that recommends a variety of zoning categories such as R2, C1, C2 and Mixed Use zones such as MU-1 and MU-2. This Future Place Type is envisioned to be a well-planned, walkable mixed-use area that provides flexibility towards development and preference for complete neighborhoods with integrated commercial and residential uses. These highly activated areas would include integrated residential, retail and small-scale employment uses.

In addition, the surrounding uses include a variety of mixed development, including a 100+ unit, mixed-use planned project (Seco), a religious assembly (Calvary Pentecostal Church), condominiums (Friendship Lane Cottages), large acreage vacant tracts and a Walmart within walking distance. All neighboring uses create a truly mixed-use neighborhood located along this stretch of Friendship Lane.

No responses were received from the property owners in the notification area for the public hearing.

BACKGROUND: The surrounding properties include C1, Neighborhood Commercial to the North (Friendship Lane Cottages/Condos) and West (Calvary Pentecostal Church & a private residence that is not homesteaded), as well as large acreage tracts to the South that are not located in the City Limits. Across South Eagle Street is the Seco Development that possesses a PUD zone and is intends to develop Phase I with 116 residential units and approximately 6,000 sq ft of retail space.

The property is currently zoned [R2, Mixed Residential](#) and permits several residential uses by right such as the following:

Community Recreation	Local Utility Service	Duplex Residential
Multiple Family Residential	Townhouses	Group Residential
Single Family Small Lot	Short-Term Rental, Accessory	Short-Term Rental, B&B

It is the desire of the applicant to obtain a C1, Neighborhood Commercial Zoning classification and [Sec. 3.200 - C1: Neighborhood Commercial](#) speaks to the development standards allowed and includes the following uses by right:

Administrative and Business Office	Convalescent Services	Cultural Services
Day Care Services	Group Residential	Local Utility Services
Medical Services	Multiple - Family Residential	Personal Services
Private Primary Educational Services	Private Secondary Educational Services	Professional Office
Religious Assembly	Single Family Residential (existing structure)	Short-Term Rental, Unoccupied
Short-Term Rental, Accessory	Short-Term Rental, B&B	Short-Term Rental, Facility
Corporate Housing		

With the following uses permitted subject to an approved Conditional Use Permit (CUP)

Arts and Crafts	Automotive Washing	Building Maintenance Services
Business School	Business Support Services	Club or Lodge
Communication Services	Condominium Residential	Consumer Repair Services
Duplex Residential	Food Sales	Guidance Services

Laundry Services	Limited Retail Sales	Liquor Sales
Personal Improvement Services	Pet Services	Restaurant - Limited
Single Family Residential (New Construction)	Townhouse	Drive Thru

[The 2024 Comprehensive Plan](#) identifies the subject property with a future place type of Mixed Use Community/Corridor which is envisioned to be a well-planned, walkable mixed-use area that provides flexibility towards development and preference for complete neighborhoods with integrated commercial and residential uses. These highly activated areas would include integrated residential, retail and small-scale employment uses.

Appropriate existing zoning districts would include R2, C1, C2 and Mixed Use zones such as MU-1 and MU-2.

Notice of Public Hearing Response: As part of the Public Hearing process, Staff must notify property owners that own property within 200 ft fo the subject property. As of April 30, 2025, no response have been received.

STAFF RECOMMENDATION:

In reviewing the application, Staff identified that the 2024 Comprehensive Plan categorizes the subject property as a Mixed Use Community/Corridor future place type. This place type allows for a variety of acceptable zoning classifications, including the requested C1, Neighborhood Commercial. It is important to note that this place type is intended to provide flexibility towards development with a preference for complete neighborhoods, which includes integration of commercial and residential uses.

During the Planning and Zoning Commission meeting on May 7th, the request for the Land Use change was approved unanimously. The zoning change was also approved unanimously. Staff concurs with the Commission's approval.

ATTACHMENTS:

1. Z-2505-807 S Eagle_Public hearing Map
2. Mailing Labels template
3. Z-2505 Zoning Map
4. 807 South Eagle Photos of Property
5. 2024-Fredericksburg-Comprehensive-Plan_Mixed Use Community
6. Z-2505 Zoning Application
7. prop survey
8. Z-2505 Request Letter
9. Ordinance 2025-18 zoning for 807 S Eagle Street
10. Ordinance 2025-17 (807 S Eagle St)

APPROVAL/REVIEW:



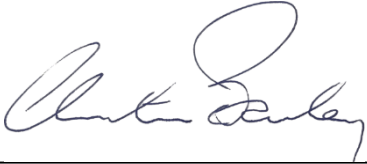
Shelby Collier, Senior Planner

Date: May 15, 2025



William McKamie, City Attorney

Date: May 15, 2025

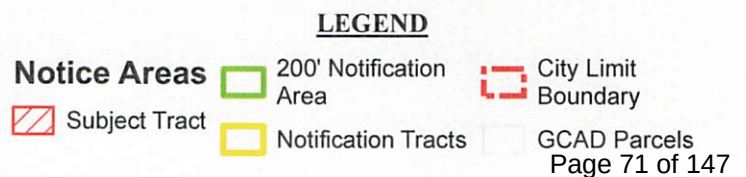


Clinton Bailey, City Manager

Date: May 15, 2025



FIGURE 1
City of Fredericksburg
Z-2505 - 807 S. Eagle



MATT WHITE
1017 FRIENDSHIP LANE
FREDERICKSBURG, TX 78624

CALVARY PENTECOSTAL CHURCH
P.O. Box 63
FREDERICKSBURG, TX 78624

MACDONALD COMPANIES, INC
P.O. BOX 295076
KERRVILLE, TX 78029

GILLESPIE COUNTRY
101 W MAIN, UNIT #9
FREDERICKSBURG, TX 78624

FIRST BAPTIST CHURCH OF FBG
1407 E MAIN
FREDERICKSBURG, TX 78624

JOSE AND ALMA RAMIREZ
1007 FRIENDSHIP LANE
FREDERICKSBURG, TX 78624

JOHN AND DELLA ZEY
85 CEDAR HILLS DRIVE
FREDERICKSBURG, TX 78624

SV FRIENDSHIP LANE MU LP
2204 LAKE AUSTIN BLVD
AUSTIN, TX 78703

JAMES AND GERRY LORYS
P.O. BOX 290468
KERRVILLE, TX 78029

CADY MONTGOMERY
375 SILVER SPRINGS
KYLE, TX 78640

PATRICA WOODS
1932 THOMAS LACKLAND ST
EL PASO, TX 79938

CHRISTIAN BEST
10700 SENTINEL DRIVE
AUSTIN, TX 78747

EMILY ROUGEUX
686 TREADWELL LANE
KYLE, TX 78640

JACOB ELDER
4309 ARQUES AVE
ROUND ROCK, TX 78681

LDS GROUP, LLC
44 LYTTLE PLACE DRIVE
ABILENE, TX 79602

CHARLES AND JULIE BINGAMAN
27 TAMARISK CIRCLE
ABILENE, TX 79606

ROBMO INVESTMENTS LLC
801 TRIPLE CREEK ROAD
FREDERICKSBURG, TX 78624

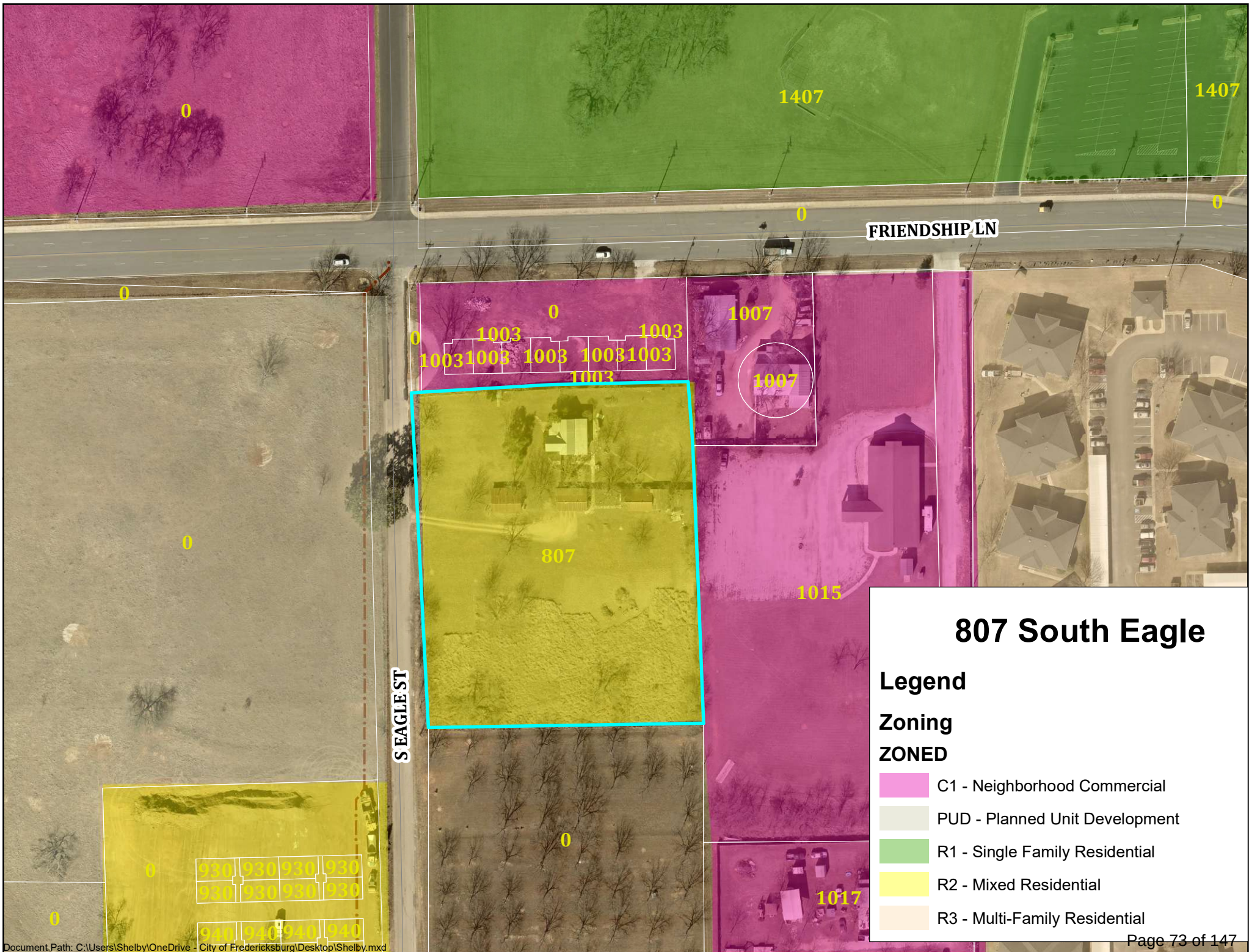
JEFF AND SANDRA SMITH
107 FALCON
HORSESHOE BAY, TX 78657

KELSO RENTALS, LLC
353 ADELINE LANE
BULVERDE, TX 78163

DILLINGER INTERESTS, LLC
803 COUNTY ROAD 407
DRIPPING SPRINGS, TX 78669

STEVE MACMEEKEN
7313 LOUGHEED PLAZA
PLANO, TX 75025

Z-2405



807 South Eagle

Legend

Zoning

ZONED

- C1 - Neighborhood Commercial
- PUD - Planned Unit Development
- R1 - Single Family Residential
- R2 - Mixed Residential
- R3 - Multi-Family Residential

807 South Eagle Photos of Property











Mixed-Use Community / Corridor

INTENT AND CHARACTER

This place type is envisioned to be a well-planned, walkable mixed-use area. A Mixed-Use Community or Corridor should be as the name suggests - with a strong and sustained “sense of place.” The intent of this category is to provide flexibility towards development and preference for complete neighborhoods with integrated commercial and residential uses. These highly activated areas include integrated residential, retail, and small-scale employment use.

Land uses are less distinguishable and less regulated in this more urban environment, where the focus is more on form than function. Important characteristics include building relationship with the street, pedestrian movement, signage, street design, and public gathering places.

Within a small geographic area, different land uses can be side by side or within the same building. These places tend to be bustling and diverse, with a sense of place. Mixed-Use Communities or Corridors can serve a large region, while others can serve local residents. The functions and characteristics of both concepts are generally the same, with variations in the size of their service areas and intensity of development.

APPROPRIATE LAND USE TYPES

Commercial

- Contextual to location but intended to include neighborhood and regional-serving retail, personal service, hotel, restaurant (no drive-thru) and office use.

Residential

- Middle housing types such as townhouses, patio homes, cottage courts, urban lofts, and apartments in walkable environments near commercial and open space. Stand-alone apartments are not desirable.

Industrial

- Not appropriate

Institutional

- Education (e.g., elementary and secondary schools); institutional uses (e.g., places of public assembly); utility and service uses (e.g., electrical substations, fire stations, etc.). High schools may be permitted if they are located and take access from a collector or greater street classification.

Green Spaces

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

Development Intensity Target

Residential	40 - 80%
Commercial	20 - 60%



GUIDANCE AND INTERPRETATION

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

- Although not required, regional detention should be considered to serve all parcels within an activity center. This allows for greater intensity of use across the entire development.
- High interconnectivity between uses and parcels is required internal to the site, both vehicular and pedestrian.
- On-site parking should be first accommodated through reduced minimum parking requirements, followed by on-street parking, shared parking, and structured parking. Individual surface lots for each parcel should not be required.
- Outparcels located along arterial and collector roadways should be developed and connected to serve the internal streets.
- Building height and mass should be designed to be compatible with abutting uses, where the greatest intensity is located near the center of the development or adjacent to arterial streets.
- Buildings should be sited in close proximity to each other and well-connected via pedestrian pathways and sidewalks.
- Development quality (architecture and landscaping) should be of higher standard.
- In implementation, development code modifications could be needed to achieve the envisioned development character.
- Regional stormwater retention facilities and infrastructure should be utilized to create greenways and pedestrian/bicycle paths.

DEVELOPMENT CODE CONSIDERATIONS

Appropriate Existing Zoning Districts:

- R2, R3, R5, NC, C, M3, MU1, MU2

Implementation - Development Code Review:

- Review buffers and screening to ensure compatibility (urban scale) externally
- Public space and shade considerations
- Urban street character elements to promote walkability and mix of use
- Urban mobility elements such as pedestrian/bike, on-street parking, transit
- Reduced parking requirements and alternatives to reduce on-site parking lots
- Connectivity and efficient infrastructure requirements to add value
- Establish standards for food truck parks

REPRESENTATIVE IMAGERY



C. Applicant/Owner Information - Property Owner

Owner Name: James and Anne Lorys

Owner Address: ~~807 S Eagle St, Fredericksburg, TX~~

Owner Phone Number: 830-928-5350

Owner Email Address: jameslo@fisd.org

400 Crest Ridge

Kerrville, TX 78028 Address updated by Mr. Lorys on 03/31/2025

D. Applicant

Applicant Name: same as above

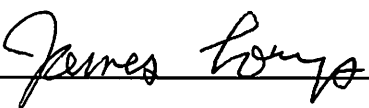
Applicant Address: _____

Applicant Phone Number: _____

Applicant Email Address: _____

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: James Lorys

Staff Use Only Application Number: 2-2505 Date: 3/20/2025

ch #



Zoning Application

City of Fredericksburg – Development Services Department

126 W. Main St, Fredericksburg, TX 78624

A. Project Information

Project Name: Rezoning property request
Project Address: 807 S Eagle St
Property Tax ID Numbers: 31985

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
- ☐ DRC Review Comments - \$250

❖ *All applicants 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*

Page 82 of 147

To whom it may concern,

We are requesting a change in the zoning of our property from R2 to C1.

We are also requesting a land use change from Medium Density Residential to High Density Residential.

As we are currently bordered by properties zoned C1, this change would not unduly affect the area's current nor future development in accordance with city planning.

Thank you for your time and consideration.

Sincerely,

Anne and James Lorys

ORDINANCE NO. 2 0 2 5 - 1 8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY AND CHANGING THE ZONING DISTRICT AS TO 807 S EAGLE STREET, ALSO REFERRED TO AS 2.30 ACRE TRACT OF LAND FROM WILLIAM H. ANDERSON SURVEY NO. 197 ABSTRACT NO. 2; CHANGING SAID PROPERTIES FROM MIXED RESIDENTIAL (R2) TO NEIGHBORHOOD COMMERCIAL (C1) ; 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, an Application for Rezoning has been submitted by the owners of lots described as 807 S EAGLE STREET, ALSO REFERRED TO AS 2.30 ACRE TRACT OF LAND FROM WILLIAM H. ANDERSON SURVEY NO. 197 ABSTRACT NO. 2 in the City of Fredericksburg, Texas, to change the zoning district of said lot from MIXED RESIDENTIAL (R2) to NEIGHBORHOOD COMMERCIAL (C1); and

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

WHEREAS, the Planning and Zoning Commission has determined that such zoning change is in conformity with the uses established by the Comprehensive Land Use Plan of the City of Fredericksburg and is consistent with the objectives of the City of Fredericksburg Zoning Ordinance, and has recommended to the City Council of the City of Fredericksburg, based upon positive findings under the review and evaluation criteria established by such ordinance, that the rezoning be enacted; and

WHEREAS, the City Council has specifically found, following public hearing, that such change is consistent with the objectives of the City of Fredericksburg Zoning Ordinance and Comprehensive Land Use Plan of the City of Fredericksburg and there has not been a protest against rezoning signed by owners of twenty per cent (20%) or more either of the area of the property included in the zoning request, or of the area of the

property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That the zoning ordinance of the City of Fredericksburg is hereby amended to incorporate the certain change in zoning district as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said lots being described as 807 S EAGLE STREET, ALSO REFERRED TO AS 2.30 ACRE TRACT OF LAND FROM WILLIAM H. ANDERSON SURVEY NO. 197 ABSTRACT NO. 2 in the City of Fredericksburg, Texas, and as additionally described by the legal description attached hereto as Exhibit A, to be and are hereby zoned and designated NEIGHBORHOOD COMMERCIAL (C1).

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

Section 3. Ordinance Cumulative. This Ordinance shall be cumulative of all other ordinances of the City of Fredericksburg affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

Section 5. Penalty. 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 fined not more than Two Thousand Dollars (\$2,000.00) for each offense. 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 6. Savings. 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 7. Severability. 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 8. Publication. The City Secretary of the City of Fredericksburg is hereby directed to

publish in the official newspaper of the City the caption and penalty clause of this Ordinance as required by law.

Section 9. Effective date. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED on this the 20th day of May, 2025.

Jeryl Hoover, Mayor

ATTEST:

Letty Vacek, City Secretary

APPROVED AS TO FORM:

Mick McKamie, City Attorney

EXHIBIT "A"

2.30 acre tract

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes of a survey of 2.30 acres of land, more or less, made at the request of Elaine Kanz. Said land is situated in Gillespie County, Texas, being part of the Wm. H. Anderson Survey No. 197, Abstract No. 2, and being the remainder of that 5 acre tract of land, more or less, described in a conveyance to Mrs. Luella Gregoire by Herman Halfmann and Lizzie Halfmann, dated August 3, 1936, found of record in Volume 48, pages 345-346 of the Deed Records of Gillespie County, Texas.

Said 2.30 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar found set near a fence corner post in the as fenced East line of S. Eagle Street (county road) and in the West line of said 5 acre Gregoire tract, for the S.W. corner of that 0.72 acre tract of land described in a conveyance to Joseph G. Ginn, Jr., et al, dated March 3, 1994, found of record in Volume 263, pages 94-97 of the Real Property Records of Gillespie County, Texas, for the N.W. corner of this tract of land;

THENCE with the South lines of said 0.72 acre tract as follows:

N. 87 deg. 47 min. 20 sec. E. 146.14 feet to a 1/2 inch steel bar set in fence;

N. 89 deg. 50 min. E., with the general course of a fence, 139.4 feet to a pipe fence corner post found set in a concrete curb in the occupational West line of that 0.500 acre tract of land described of record in Volume 163, pages 839-842 of said Deed Records and in the occupational East line of said 5 acre tract, for the S.E. corner of said 0.72 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along the occupational West line of said 0.500 acre tract and the occupational East line of said 5 acre tract, S. 0 deg. 03 min. 45 sec. E. 63.27 feet to a 1/2 inch steel bar found set, for the S.W. corner of said 0.500 acre tract and for a N.W. corner of the remainder of that 3.5 acre tract of land described of record in Volume 147, pages 846-848 of said Deed Records, for a corner of this tract of land;

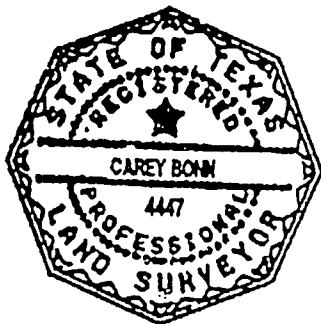
THENCE with the general course of a fence along the occupational West line of said 3.5 acre tract and the occupational East line of said 5 acre tract, S. 0 deg. 15 min. 10 sec. W., at 89.4 feet a 1/2 inch steel bar set, at 189.4 feet a 1/2 inch steel bar set, 289.4 feet in all to a 1/2 inch steel bar set near a corner post, for the N.E. corner of that 2.0 acre tract of land described in a conveyance to Dewey E. White, et ux, dated June 28, 1977, found of record in Volume 120, pages 826-828 of said Deed Records, for the S.E. corner of this tract of land, from which a 1/2 inch steel bar found set at a fence corner post bears S. 0 deg. 05 min. 15 sec. W. 305.45 feet;

THENCE with the North line of said 2.0 acre tract, S. 89 deg. 27 min. 15 sec. W. 284.7 feet to a fence corner post found set in the as fenced East line of S. Eagle Street and in the West line of said 5 acre tract, for the N.W. corner of said 2.0 acre tract, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of S. Eagle Street and the West line of said 5 acre tract, N. 0 deg. 04 min. 35 sec. E., at 100.0 feet a 1/2 inch steel bar set, at 200.0 feet a 1/2 inch steel bar set, 349.33 feet in all to the place of BEGINNING.

Survey completed July 30, 1997

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



A handwritten signature in cursive script that reads "Carey Bonn".

Carey Bonn
Reg. Prof. Land Surveyor No. 4447

ORDINANCE NO. 2025-17

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 SPECIFICALLY IN THE LAND USE MAP, FOR APPROXIMATELY 2.30 ACRES LOCATED AT 807 S EAGLE STREET, ALSO REFERRED TO AS 2.30 ACRE TRACT OF LAND FROM WILLIAM H. ANDERSON SURVEY NO. 197 ABSTRACT NO. 2; CHANGING SAID PROPERTIES FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO COMMERCIAL (C); PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN; 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 changing said properties from Medium Density Residential (MDR) to Commercial (C); and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on May 7, 2025 and by the City Council of the City on May 20, 2025, 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 land use change.

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 Land Use Change as shown and described below:

Applicant:	James and Anne Lorys
Property Owner:	Lorys, James F & Gerry Anne
Property Address:	807 S. Eagle Street, Fredericksburg, TX 78624
Legal Description:	2.30 Acre Tract of Land from the William H. Andersen Survey No. 197 Abstract No. 2.
Land Use Change:	The property shall change to Commercial
Exhibit:	Additionally shown and designated on the legal description attached hereto as Exhibit A, are hereby designated as Commercial (C)

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, sewage, 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 land use area 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 20th day of May, 2025.

Jeryl Hoover, Mayor

ATTEST:

Leticia Vacek, TRMC, CMC, MMC
City Secretary/Records Mgmt. Officer

APPROVED AS TO FORM:

Mick McKamie, City Attorney

**THE STATE OF TEXAS,
COUNTY OF GILLESPIE.**

Field notes of a survey of 2.30 acres of land, more or less, made at the request of Elaine Kanz. Said land is situated in Gillespie County, Texas, being part of the Wm. H. Anderson Survey No. 197, Abstract No. 2, and being the remainder of that 5 acre tract of land, more or less, described in a conveyance to Hrs. Luella Gregoire by Herman Halfmann and Lizzie Halfmann, dated August 3, 1936, found of record in Volume 48, pages 345-346 of the Deed Records of Gillespie County, Texas.

Said 2.30 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar found set near a fence corner post in the as fenced East line of S. Eagle Street (county road) and in the West line of said 5 acre Gregoire tract, for the S.W. corner of that 0.72 acre tract of land described in a conveyance to Joseph G. Ginn, Jr., et al, dated March 3, 1994, found of record in Volume 263, pages 94-97 of the Real Property Records of Gillespie County, Texas, for the N.W. corner of this tract of land;

THENCE with the South lines of said 0.72 acre tract as follows:

N. 87 deg. 47 min. 20 sec. E. 146.14 feet to a 1/2 inch steel bar set in fence;

N. 89 deg. 50 min. E., with the general course of a fence, 139.4 feet to a pipe fence corner post found set in a concrete curb in the occupational West line of that 0.500 acre tract of land described of record in Volume 163, pages 839-842 of said Deed Records and in the occupational East line of said 5 acre tract, for the S.E. corner of said 0.72 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along the occupational West line of said 0.500 acre tract and the occupational East line of said 5 acre tract, S. 0 deg. 03 min. 45 sec. E. 63.27 feet to a 1/2 inch steel bar found set, for the S.W. corner of said 0.500 acre tract and for a N.W. corner of the remainder of that 3.5 acre tract of land described of record in Volume 147, pages 846-848 of said Deed Records, for a corner of this tract of land;

THENCE with the general course of a fence along the occupational West line of said 3.5 acre tract and the occupational East line of said 5 acre tract, S. 0 deg. 15 min. 10 sec. W., at 89.4 feet a 1/2 inch steel bar set, at 189.4 feet a 1/2 inch steel bar set, 289.4 feet in all to a 1/2 inch steel bar set near a corner post, for the N.E. corner of that 2.0 acre tract of land described in a conveyance to Dewey E. White, et ux, dated June 28, 1977, found of record in Volume 120, pages 826-828 of said Deed Records, for the S.E. corner of this tract of land, from which a 1/2 inch steel bar found set at a fence corner post bears S. 0 deg. 05 min. 15 sec. W. 305.45 feet;

THENCE with the North line of said 2.0 acre tract, S. 89 deg. 27 min. 15 sec. W. 284.7 feet to a fence corner post found set in the as fenced East line of S. Eagle Street and in the West line of said 5 acre tract, for the N.W. corner of said 2.0 acre tract, for the S.W. corner of

of this tract of land;

Continued on page 2 of 2

329 393

THENCE with the general course of a fence along the as fenced East line of S. Eagle Street and the West line of said 5 acre.tract, N. 0 deg. 04 min. 35 sec. E., at 100.0 feet a 1/2 inch steel bar set, at 200.0 feet a 1/2 inch steel bar set, 349.33 feet in all to the place of BEGINNING.

survey completed July 30, 1997

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



Carey Bonn

 Carey Bonn
 Reg. Prof. Land Surveyor No. 4447



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Tyler Debish, STR Specialist

MEETING DATE: May 20, 2025

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider and take action on an appeal of the Interim Director of Development Services denial of an STR-Facility permit for property located at 108 Hale Street on behalf of the owner, Alexander Bazhenov. (Tyler Debish, Short Term Rental Specialist)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

With the adoption of [Ordinance No. 2023-18](#) (2024 STR Ordinance) an Appeal's process was created to allow a property owner to file an appeal in the event that a Short-Term Rental Application is denied. The appeal process is to be considered by City Council in accordance with Sec. 20-225 of the 2024 STR Ordinance.

The applicant must file an appeal within 20 days following the date of the denial and the appeal must identify each alleged point of error, facts or evidence supporting the appeal, and reasons why the action of the director should be modified or reversed. City Council shall then hear the appeal and may affirm, modify, or reverse the application denial.

The subject property is an R2, Mixed Residential zoned property that possessed, 2 STR permits, making the property an STR-Facility that was a legal nonconforming use per Sec. 6.110 of the Zoning Ordinance. Unfortunately, the property sold on November 8, 2024, and a Transfer Application (required within 90 days of purchase) was never completed by the new owner as required by the 2024 STR Ordinance. The new owner then contacted Staff on April 8, 2025, to file renewals for the 2 units and Staff identified this error. The applicant then submitted 2 STR Permits to operate as an STR-Facility, which Staff denied as an STR-Facility is not permitted by right in the R2, Mixed Residential Zoning district.

Staff has determined that the appellant has submitted a complete application and is ready for Consideration by City Council.

Address: 108 Hale Street

Owners: Alexander Bazhenov

Management: N/A (Self-Managed)

Zoning: [R2, Mixed Residential](#)

STR Permit Issue Date: 6/26/2024

STR Permit Expiration Date: 5/1/2025

STR 90 Day Nonconforming Expiration Date: 8/1/2025

HOT Compliance: Compliant - Current on HOT remittance

Code Violations: No Violations on record

It is important to note that with the adoption of Ordinance No. 2023-18 (2024 STR Ordinance) a 90-day grace period was provided for all nonconforming uses per Sec. 20-226(c). That section of code states that all legal nonconforming (STRs permitted BEFORE the 2024 STR Ordinance) short-term rental uses located in zoning districts where short-term rental uses are no longer permitted by right, shall be subject to the abandonment of nonconforming use provisions contained in [Sec. 6.110](#) of the City Zoning Ordinance, which states that, in residential districts, termination of the nonconforming use occurs when the use is voluntarily discontinued for a period of 90 days.

Furthermore, it states that any future use shall be in conformity with the current zoning regulations. In summary, the property had a STR permit issued on 6/26/2024 and received a permit placard that had the STR Permit expiration date of 5/1/2025 listed. The property at 108 Hale Street sold on November 8th, 2024 and a transfer application was never completed.

On April 8th 2025, the property owner came in to renew his permit and was informed that he had lost his nonconforming status per Sec.6.110 due to a failure to transfer the permit within 90 days as required by the 2024 STR Ordinance. The applicant then submitted an STR permit on 4/11/2025 and the application was denied on 4/16/2025 as a STR-Facility is no longer permitted by right in the R2, Mixed Residential Zoning District.

With that said, Staff did find that there were extenuating circumstances for this property as the owner was out of the country fighting in the Ukraine-Russia war and was serving with the Department of Defense at the time of purchase. Please see supporting documentation.

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

ATTACHMENTS:

1. 108 Hale Street Appeal Application and supporting documents
2. Alexander Bazhenov MEMO
3. Live on base signed memorandum
4. 108 Hale_Images
5. 108 Hale Location Map_STR

APPROVAL/REVIEW:



Evan Williamson, Assistant City Engineer

Date: May 15, 2025



Garret Bonn, Assistant City Manager

Date: May 15, 2025



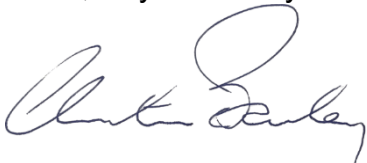
William McKamie, City Attorney

Date: May 15, 2025



Leticia Vacek, City Secretary

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



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:

ALEXANDER BAZHENOV

Address:

332 CAPSTONE RD

City:

LIBERTY Hill

State:

TX

Zip:

78642

Phone Number:

212 361 9091

Email Address:

BAZcolt@gmail.com

STR Property Information:

Address of the STR Property:

108 HALE St

Zoning:

R2

STR Permit Number (if previously permitted):

8056001448, 8056001449

STR Permit issue date:

06/27/24

STR Permit expiration date:

05/01/25

STR 90 Day nonconforming expiration date:

09/24/24

09/01/25

Reason for Appeal:

REINSTATE STR PERMITS

If the property has been rented, has H.O.T. been remitted to the City of Fredericksburg?

YES ☒ BALANCE

Date of Denial:

4-16-2025

Filing Date (within 20 days of denial):

4-16-2025

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:

DURING TRANSFER PERIOD I WAS IN BAUMHOLDER, GERMANY WORKING FOR DEPARTMENT OF DEFENCE SUPPORTING COMBAT JOINT SPECIAL OPERATIONS TASK FORCE 10. REALTOR NEVER GAVE ME A 90-DAY NOTICE ABOUT PERMIT TRANSFER

TIME LINE

06 JUNE - STARTED TO SUPPORT US Army CJSOTF-10
MISSION IN BAUMHOLDER, GERMANY

22 SEPTEMBER - SAW THE PROPERTY ONLINE, MADE AN OFFER

08 NOVEMBER - AFTER INSPECTION AND APPROVED MORTGAGE
APPLICATION SALE WAS FINALIZED

08 NOVEMBER - 08 APRIL WHILE OVERSEAS CONDUCTED
RENOVATION (USING MARIO RIVAS), PURCHASES OF THE FURNITURE,

Supporting Documentation: LANDSCAPING

11 APRIL CAME TO CITY HALL TO EXTEND PERMIT (EXPIRATION 15 MAY) 2025

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.):

AND GOT
DENIED

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: _____

04/15/25

ACKNOWLEDGMENTS

State of Texas

County of Gillespie

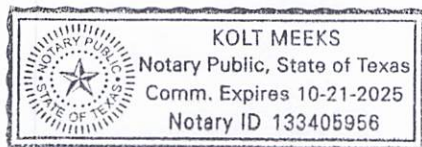
Before me, (Kolt Meeks), on this day personally appeared
Alexander Bazherov, known to me (or proved to me on the oath of or through (description of
identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office this 15th day of April, 20 25

(Personalized Seal)



Notary Public's Signature



Staff Review

Date accepted as complete: 4-16-2025 **City Council Date:** 5-20-2025

Result: _____

Fee : \$300 **Check** 192 **Date Received:** 4-15-25

Submission:

Please submit this **completed application form along with any supporting documentation** and **the \$300 appeal fee** within the required 20 days (after the permit was denied) to Anna Hudson, Director of Development Services, [**ahudson@fbgtx.org**](mailto:ahudson@fbgtx.org)

The \$300 appeal fee may be mailed to City of Fredericksburg, 126 W Main Street, Fredericksburg, Texas, 78624. The application will not be considered complete without all documentation and fees.

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.



The City of Fredericksburg

Short-Term Rental Permit

Date Issued: 06/27/2024

Permit Issued To: OLIVENZWEIG

Unit Location: 108 HALE ST
Fredericksburg, TX 78624

24/7 Phone No.: (830) 992-1809

Local Contact: CARRIE WATSON

Permit Expiration Date: 05/01/2025

Permit No.: 8056001448

Permit Type: Non-conforming Facility

Zoning District: R2

Occupancy Limit: 5

Management Company:

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 PLACARD MUST BE POSTED.

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



The City of Fredericksburg

Short-Term Rental Permit

Date Issued: 09/24/2024

Permit Issued To: DIE GRUNE OLIVE

Unit Location: 108 HALE ST
Fredericksburg, TX 78624

24/7 Phone No.: (830) 992-1809

Local Contact: CARRIE WATSON

Permit Expiration Date: 09/01/2025

Permit No.: 8056001449

Permit Type: Non-conforming (Legacy/Vested)

Zoning District: R2

Occupancy Limit: 2

Management Company:

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 PLACARD MUST BE POSTED.

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

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 11/08/2024
Closing Date 11/08/2024
Disbursement Date 11/08/2024
Settlement Agent Kerr County Abstract & Title Co.
File # 49397
Property 108 Hale St, Fredericksburg, TX 78624
Sale Price \$434,000.00

Transaction Information

Borrower Alexander Bazhenov
332 Capstone Rd
Liberty Hill, TX 78642
Seller Familia Amable LLC
17518 Majestic Forest Dr
Spring, TX 77379
Lender Navy Federal Credit Union

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type ☐ Conventional ☐ FHA
☒ VA ☐
Loan ID # 8054572386-2
MIC # 626261627196

Loan Terms

Can this amount increase after closing?

Loan Amount	\$443,331	NO
Interest Rate	5.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$2,448.09	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments

Payment Calculation	Years 1-30	
Principal & Interest	\$2,448.09	
Mortgage Insurance	+	0.00
Estimated Escrow <i>Amount can increase over time</i>	+	564.11
Estimated Total Monthly Payment	\$3,012.20	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$564.11 a month	This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☐ Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing

Closing Costs	\$28,195.91	Includes \$18,649.55 in Loan Costs + \$9,546.36 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$13,031.07	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

United States Government

JAN2027



Affiliation
Contractor

Agency/Department
Army

Expires
2027 JAN04

**BAZHENOV,
ALEXANDER**

G





Identification Card

United States Government

JAN2025



Affiliation
**Uniformed
Services**

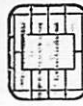
Agency/Department
Army

Expires
2025 JAN11

**BAZHENOV,
ALEXANDER**

W





Pay Grade Rank
E4 SPC

Geneva Conventions Identification Card

Armed Forces of the United States

Expires
INDEF



Affiliation
Reserve

Pay Grade Rank
E4 SPC

Agency Department
Army

Authorized Patronage
**MWR, Commissary
Unlimited Exchange**

**BAZHENOV,
ALEXANDER**



Geneva Conventions Identification Card



DEPARTMENT OF THE ARMY

THIS IS TO CERTIFY THAT THE SECRETARY OF THE ARMY HAS AWARDED

THE ARMY COMMENDATION MEDAL

TO **SPECIALIST ALEXANDER BAZHENOV**
IMIC, 7TH ARMY TRAINING COMMAND

FOR OUTSTANDING SERVICE AS A LINGUIST FROM 11 APRIL TO 11 OCTOBER 2023. SPECIALIST ALEXANDER BAZHENOV BRIDGED THE LANGUAGE GAP BETWEEN UNITED STATES ARMY PERSONNEL AND UKRAINIAN ARMED FORCES. SFC BAZHENOV'S EFFICIENCY AND EXPERTISE DIRECTLY CONTRIBUTED TO MISSION SUCCESS IN SUPPORT OF THE JOINT MULTINATIONAL TRAINING GROUP - UKRAINE. HIS ACTIONS REFLECT GREATLY UPON HIMSELF, THE NEW YORK NATIONAL GUARD, THE JOINT MULTINATIONAL TRAINING GROUP - UKRAINE, THE 9TH INFANTRY BRIGADE COMBAT TEAM, AND THE UNITED STATES ARMY.

11 APRIL 2023 - 11 OCTOBER 2023

Permanent Order 233-008
HQ S 10TH IBCT, AR ARNG
N LITTLE ROCK, ARKANSAS



Olen C. Bridges
OLEN C. BRIDGES
COL. IN. AR ARNG
Commanding



SECURITY ASSISTANCE GROUP - UKRAINE

CERTIFICATE OF APPRECIATION

AWARDED TO
SPECIALIST ALEXANDER BAZHENOV
FOR

EXCEPTIONAL SERVICE AS A LINGUIST DURING THE JTC 23-4 CONFERENCE FROM 19 JUNE 2023 UNTIL 22 JUNE 2023. THE DISTINCTIVE ACCOMPLISHMENTS OF SPECIALIST BAZHENOV REFLECT CREDIT UPON HIMSELF, THE SECURITY ASSISTANCE GROUP-UKRAINE, THE UNITED STATES ARMY, AND THE DEPARTMENT OF DEFENSE.

Derrick C. Garner
DERRICK C. GARNER
COMMAND SERGEANT MAJOR, USA
COMMAND SERGEANT MAJOR



Charles D. Bolton
CHARLES D. BOLTON
BRIGADIER GENERAL, USA
DEPUTY COMMANDING GENERAL

SECURITY ASSISTANCE GROUP - UKRAINE

In recognition of faithful and exceptional performance of duty, the
Commanding General presents this:

CERTIFICATE OF APPRECIATION

to

SPECIALIST ALEXANDER BAZHENOV, USA

31 MAY 2023

SPECIALIST ALEXANDER BAZHENOV, UNITED STATES ARMY, DISTINGUISHED HIMSELF BY EXCEPTIONAL SERVICE AS A LINGUIST, SEVENTH ARMY TRAINING COMMAND, IN SUPPORT OF SECURITY ASSISTANCE GROUP - UKRAINE, FROM 8 MAY 2023 TO 12 MAY 2023. DURING THIS PERIOD, SPECIALIST BAZHENOV ACTED AS A LINGUIST FOR THE UKRAINIAN TACTICAL NETWORK (UTN) CONFERENCE THAT TOOK PLACE AT UNITED STATES ARMY GARRISON RHINELAND PALZ IN BAUNHOFER, GERMANY. SPECIALIST BAZHENOV'S ABILITY TO COMMUNICATE THE CONTENT OF THE CONFERENCE TO OUR UKRAINIAN PARTNERS WAS CRITICAL TO THE EXECUTION OF THE CONFERENCE. WITHOUT LINGUIST SUPPORT, THE CONFERENCE WOULD NOT HAVE BEEN POSSIBLE. ACCOMPLISHING THIS MISSION ENABLED THE SECURITY ASSISTANCE GROUP-UKRAINE TO BUILD PARTNER RELATIONSHIPS AND IMPROVE COMMUNICATIONS THROUGHOUT THE COMMAND STRUCTURE. BECAUSE OF THIS, THE UKRAINIAN TACTICAL NETWORK WILL BE SECURITY ASSISTANCE GROUP-UKRAINE'S FUTURE METHOD FOR STRATEGIC AND TACTICAL COMMUNICATIONS TO THE UKRAINIAN ARMED FORCES. THE DISTINCTIVE ACCOMPLISHMENTS OF SPECIALIST BAZHENOV REFLECT CREDIT UPON HIMSELF, THE UNITED STATES ARMY, AND THE DEPARTMENT OF DEFENSE.

Derrick C. Garner
DERRICK C. GARNER
COMMAND SERGEANT MAJOR, USA
COMMAND SERGEANT MAJOR

Antonio A. Aguto, Jr.
ANTONIO A. AGUTO, JR.
LIEUTENANT GENERAL, USA
COMMANDING GENERAL

"Together to Victory"



ACCOUNT NUMBER
8260 16 106 0259205

STATEMENT DATE
Feb 21, 2025

SERVICE ADDRESS
108 HALE ST
FREDERICKSBURG, TX 78624

PAGE
1 of 4

Congratulations, Alexander!

This month you saved: **\$40.00**

Amount Due **\$40.21** Due by **Auto Pay**

How It Adds Up Service from Feb 21 - Mar 20

Previous Balance		\$40.21
Credit Card Payment	02/08	-\$40.21
Remaining Balance		\$0.00

Current Activity

Spectrum Internet®	
Spectrum Internet Premier	\$80.00
Promotional Discount	-\$40.00
Your promotional price will expire on 11/20/25	
Spectrum Internet® Total	\$40.00

Taxes, Fees & Charges	
Texas Cost Recovery Fee	\$0.21
Taxes, Fees & Charges Total	\$0.21

Auto Pay Amount **\$40.21**
YOUR AUTO PAY WILL BE PROCESSED 03/08/25

Thank you for choosing Spectrum

We appreciate your prompt payment and value you as a customer.

Auto Pay

Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum account the day after your transaction is scheduled to be processed by your bank.

IMPORTANT NEWS

Enrolled in Auto Pay

Your Auto Pay payment will be deducted on your due date.

BEWARE OF PAYMENT SCAMS!

Spectrum is dedicated to keeping you and your family safe online. Visit [Spectrum.net/securitycenter](https://spectrum.net/securitycenter) for tools and solutions to keep your personal information secure.

Attention Business Owners!

Get fast, reliable Internet with multi-layered security to protect your business. Call Spectrum Business at 1-833-215-0523 today to learn more.

Detach the included payment stub and enclose it with a check made payable to Spectrum. If you have questions about your account, call us at (855) 757-7328.



DO NOT SEND PAYMENTS TO THIS ADDRESS
4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652

8260 1600 NO RP 21 02222025 NNNNNNNN 01 002094 0008

ALEXANDER BAZHENOV
108 HALE ST
FREDERICKSBURG TX 78624-4515

Amount Due **\$40.21**
Due by **Auto Pay**
Account Number **8260 16 106 0259205**



Please send payment to:

SPECTRUM
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074



826016106025920500040212

please only forward this email if you want the recipient to access your booking and the related services.

[Manage my booking](#)

Your Itinerary

BA0901

British Airways | Euro Traveller | Confirmed

9 Apr 2025

06:35

Frankfurt
Terminal 2

9 Apr 2025

07:20

Heathrow (London)
Terminal 5

BA0191

British Airways | World Traveller | Confirmed

9 Apr 2025

11:20

Heathrow (London)
Terminal 5

9 Apr 2025

15:50

Austin-Bergstrom Intl (TX)

BA5480

American Airlines | Economy | Confirmed

17 Apr 2025

13:15

Austin-Bergstrom Intl (TX)

17 Apr 2025

14:22

Dallas Ft Worth (TX) (Dallas)

BA1560

American Airlines | Economy | Confirmed

17 Apr 2025

16:00

Dallas Ft Worth (TX) (Dallas)

18 Apr 2025

08:45

Frankfurt
Terminal 2

Passenger

MR ALEXANDER BAZHENOV

Baggage allowances

Hand and checked baggage allowances

Baggage allowances apply to each passenger in your booking.

Flights	Hand baggage	Checked baggage
Frankfurt to London	1 handbag/laptop bag, plus 1 additional cabin bag	No allowance
London to Austin	1 handbag/laptop bag, plus 1 additional cabin bag	No allowance



TORDEN

11 April 2025

Fredericksburg City Council
126 W. Main St.
Fredericksburg, TX 78624

SUBJECT: Employment Verification for Alexander BAZHENOV

To Whom it May Concern:

Mr. Alexander Bazhenov has been employed by Torden LLC as a Linguist since 8 January 2024 supporting Combat Joint Special Operations Task Force 10.

Mr. Bazhenov's designated work location is a Military Base in Baumholder, Germany. He currently resides on base at Smith Area, Ave D, Bldg 8212, Baumholder 55774. He has lived and worked at this location since June of 2024.

If you have any questions, please contact me at 774-202-7350 ext. 704 or kimberely.donahue@torden.com

Kim Donahue
Director of Payroll
Torden LLC

3913 MAIN ROAD, UNIT G, TIVERTON, RHODE ISLAND 02878



DEPARTMENT OF THE ARMY
ARMY HEADQUARTERS EUROPE AND AFRICA
UNIT 29623, BOX 50 APO, AE 09005-9623

MEMORANDUM FOR RECORD

DATE: 29 April 2025

SUBJECT: DOD Civilian Alexander Bazhenov – Overseas Assignment and Contributions

1. Purpose:

This memorandum serves to document the overseas assignment, responsibilities, and contributions of Department of Defense (DoD) civilian employee, Mr. Alexander Bazhenov.

2. Background:

Mr. Bazhenov has been stationed in Germany from June 2024 and is scheduled to remain through June 2025. During his deployment in 2023 as US ARMY soldier, he has played a critical role in supporting U.S. and allied operations through high-level translation and interpretation work.

3. Contributions:

Mr. Bazhenov provides essential linguistic and cultural expertise in support of translating classified documents and sensitive military training materials. His work directly enhances operational readiness and interagency communication across multinational defense environments.

4. Operational Support:

In addition to his translation duties, Mr. Bazhenov actively participates in training exercises and attends strategic defense conferences across Europe, supporting coordination between U.S. forces and allied nations. His consistent presence and expertise are vital to mission success and coalition interoperability.

5. Personal Sacrifice:

Due to the classified nature of his assignments and the demanding operational tempo, Mr. Bazhenov has been unable to return to his home country during this assignment period. His dedication reflects his commitment to the mission and the values of the Department of Defense.

6. Conclusion:

Mr. Alexander Bazhenov is an invaluable member of the team. His skills, professionalism, and dedication have significantly contributed to advancing mission objectives and strengthening international defense partnerships.

SSG IGOR URBANSKY
NCOIC
SAG-U WIESBADEN, DE
LINGUIST CELL
igor.i.urbanskyy.mil@army.mil

URBANSKY.IGOR.IG
OREVICH.1513359965
Digitally signed by
URBANSKY.IGOR.IGOREVICH.151
3359965
Date: 2025.04.30 10:11:51 +02'00'



DEPARTMENT OF THE ARMY
COMBINED JOINT SPECIAL OPERATIONS TASK FORCE - 10
UNIT 23286 BOX 7914
APO, AE, 09034

CJSOTF-10 J2

18 June 2024

To: Wohnung Anmeldung (Address Registration)

City of Baumholder

Hauptstrasse 10

55774 Baumholder

This memorandum is to confirm that Alexander Bazhenov is living on the Army Baumholder Military Base from June 2024 – June 2025, in support of US Army missions.

The above individual resides at the address:

Alexander Bazhenov

BLDG 8212 Avenue D, unit 210A

Baumholder Smith Barracks

55774 Baumholder

If additional information is needed, reach out to the undersigned.

CHARLES J. BECKMANN

MAJ, MI, USA

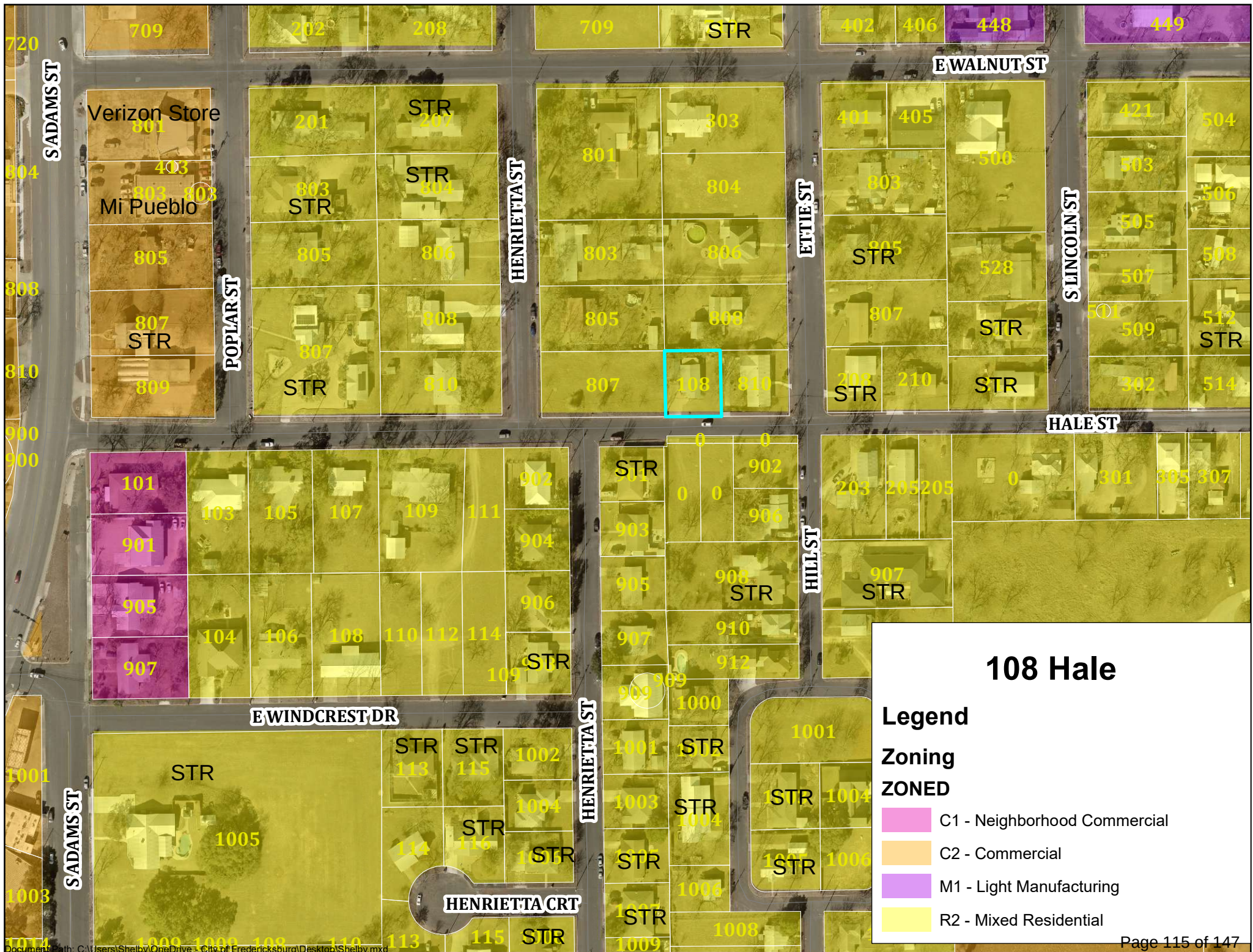
Deputy J2

324 379 4190

108 Hale – Google Street View Photos







108 Hale

Legend

Zoning

ZONED

- C1 - Neighborhood Commercial
- C2 - Commercial
- M1 - Light Manufacturing
- R2 - Mixed Residential



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Development Services

TO: Mayor & City Council Members

FROM: Evan Williamson, Assistant City Engineer

MEETING DATE: May 20, 2025

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Receive a Presentation and Discuss Potential Voluntary Annexation Request for Property Located at 612 Hollmig Lane. (Evan Williamson, Interim Director of Development Services)

PRESENTATION:

[PRESENTER_NO_BR]

SUMMARY:

The applicant of a potential request for voluntary annexation will give the City Council a presentation on the proposed development associated with the request. The property is located at 612 Hollmig Lane and is approximately 39 acres. The development is proposing a 135-lot single-family subdivision as a subsequent phase to the Sonoma Oaks subdivision that was constructed within the City Limits. There is no public hearing required for the item at this time. This is only a discussion item and no action will be taken by the Council regarding the request.

BACKGROUND:

Prior to submitting a formal voluntary request for annexation, applicants will make a pre-application presentation to the City Council. This presentation will allow the applicant to provide the Council with the concept and goals for the development. The Council and applicant will be able to discuss the project and no action will be taken at the meeting. The goal is to provide the applicant with an understanding of the Council's desires and concerns about the development and give direction to staff for review of the development agreement that will be required with the application. With the completion of the presentation to the City Council, the applicant may submit a formal request to voluntarily annexation. The development agreement for the project will be included in the application for formal review by staff. Public hearings will be held for the zoning request at Planning and Zoning, and a public hearing will be at a City Council meeting. More public hearings may be required upon review of the application.

FUNDING SOURCE: NA

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

This presentation is for discussion purposes only and no action by the City Council will be taken.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

ATTACHMENTS:

None

APPROVAL/REVIEW:



Evan Williamson, Assistant City Engineer

Date: May 16, 2025



Garret Bonn, Assistant City Manager

Date: May 16, 2025



William McKamie, City Attorney

Date: May 16, 2025



Leticia Vacek, City Secretary

Date: May 16, 2025



Clinton Bailey, City Manager

Date: May 16, 2025



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: May 20, 2025

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Receive Bids and Consider the Construction Contract for Landfill Cells #12 and 13. (Kris Kneese, Director of Public Works/Utilities)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

Receive construction bids and consider contract award for Landfill Cell #12 and 13 Construction Project.

BACKGROUND:

Landfill Cells #12 and 13 are within Phase III of the landfill facility. These cells are located in the southeast corner of the landfill back by the current mulch pile (refer to attached site plan). For the Cells #12 and 13 project, two separate sets of construction documents were prepared. This construction contract includes general earthwork, grading, leachate collection system, piping installation, leachate sump and pump, and placement of protective cover. Additionally, the bid included several bid alternates including construction of customer convenience center (metal drop-off), and construction of a new grit-trap for fats, oils and grease (food waste).

The liner system for the project will be installed under a separate construction contract and includes a geosynthetic clay liner, geomembrane liner, and leachate collection system drainage geocomposite material. The separation of the two contracts is common in landfill construction and allows the City to avoid general contractor up-charges for geosynthetic subcontractors.

The contract documents include 60 calendar days for substantial completion of the project and 90 calendar days for final completion with liquidated damages set at \$500 per day. After public advertisement, eleven (11) secure bids were received at the bid opening on April 24, 2025, with Maverick Contractors submitting the low bid in addition to the bid alternatives.

The bids have been reviewed by the City's design consultant for the project, Biggs and Matthews Environmental, and City staff and have been found to be complete and competitive. A copy of the recommendation letter and bid summary from Biggs and Matthews Environmental is attached.

FUNDING SOURCE: Sanitation Department

FINANCIAL IMPACT:

\$1,121,880.00

STAFF RECOMMENDATION:

City Staff recommends awarding the construction contract in the total amount equal to \$1,121,880 to Maverick Contractors, including Cells #12 and 13 construction and bid alternatives B (Citizens Convenience Center - metal drop off) and D (construction of grit-trap).

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. 2025-05-05 City of Fredericksburg Landfill - Cells 12 & 13 - Recommendation for Award
2. Landfill Layout Plan

APPROVAL/REVIEW:



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: May 14, 2025



Garret Bonn, Assistant City Manager

Date: May 15, 2025



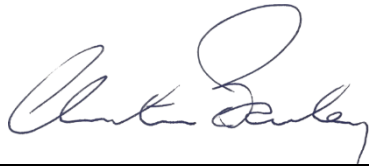
William McKamie, City Attorney

Date: May 15, 2025



Leticia Vacek, City Secretary

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



BIGGS & MATHEWS ENVIRONMENTAL, INC
TBPE No. F-256 TBPG No. 50222

May 5, 2025

Mr. Kris Kneese, P.E.
Director of Public Works and Utilities
City of Fredericksburg
126 W. Main Street, Fredericksburg, Texas 78624

Re: City of Fredericksburg Landfill
Cells 12 & 13
Recommendation for Award of General and Geosynthetics Contracts

Dear Mr. Kneese, P.E.:

BME has recently completed the bid phase and evaluation of bids for the Cells 12 & 13 project at the City of Fredericksburg Landfill including the General bid for the earthwork and the Geosynthetics bid for installing the geosynthetic liner and leachate collection system. The following paragraphs provide the summary of bids and our recommendations for award of contract for each of the bid categories.

General Contract

A total of eleven bids were received and publicly opened at the City of Fredericksburg office on April 24, 2025 for the Cells 12 & 13 – Construction. A tabulation of the bids is attached.

The apparent low bidder is Ranger Excavating, based out of Austin, Texas with a base bid total of \$793,350. However, the bidder did not bid on the contingent and optional items (Items A through E) and has clarified in writing that this was intentional. If the City elects not to proceed with any of the contingent and optional items, Ranger Excavating is the lowest bidder and BME recommends awarding the general contract to them. If the City elects to proceed with any of the contingent and optional items, Ranger accepts that their bid will be removed from the selection process and the next low bidder is Maverick Contractors, based out of Opelousas, Louisiana with a base bid total of \$869,880. In this case, BME recommends that the City of Fredericksburg award the general contract to Maverick Contractors, who has successfully completed similar projects in the past.

Geosynthetics Contract

A total of eight bids were received and publicly opened at the City of Fredericksburg office on April 24, 2025 for Cells 12 & 13 – Geosynthetics. A tabulation of the bids is attached.

The apparent low bidder is Geo-Synthetics Systems (GSI), with an office in Waukesha, Wisconsin with a base bid total of \$537,503.94. Upon further review of their complete proposal, we noted that while the bidder did not explicitly increase supply quantities to account for overlap and waste, their proposal includes a clause stating that "materials used for the overlaps and waste areas are incidental and included in the listed unit price."

O:\City of Fredericksburg\Fredericksburg LF\Solid Waste\Cells 12 & 13\Letter of Recommendation r1.docx

1700 Robert Road, Suite 100 • Mansfield, Texas 76063 • Phone: 817-563-1144

Recommendation of Award
May 5, 2025
Page 2

This approach effectively addresses the lap and scrap factor concern. We have confirmed with GSI that their bid includes all necessary materials to complete the installation according to specifications.

We find GSI's bid to be complete and in compliance with the bid requirements. The bid amount is consistent with our experience for this type of construction, and the contractor has successfully completed similar projects in the past. BME recommends that the City of Fredericksburg award the geosynthetics contract to Geo-Synthetics Systems (GSI).

It is our understanding that authorization for award of contracts will be made at the May 15, 2025 City Council Meeting. Upon authorization of award, BME will prepare a Notice of Award to be sent to each of the awarded contractors and we will finalize the Contract Documents to be executed. It is anticipated that the general contractor will be given notice to proceed after execution of the contract and will begin to mobilize equipment to the site within a couple of weeks. We anticipate construction of the Cells 12 & 13 project will be complete in October, 2025.

Biggs and Mathews Environmental appreciates the opportunity to provide professional services to City of Fredericksburg for this project and looks forward to a successful construction project.

Sincerely,

BIGGS & MATHEWS ENVIRONMENTAL



Felipe A. Wescoup, P.E.
Senior Engineer

Attachments: Bid Tabulation – Construction
Bid Tabulation – Geosynthetics
Ranger Excavating Email
Geo-Synthetics Systems Email

**City of Fredericksburg
Cells 12 and 13 Construction
Bid Tabulation**

Item	Description	Unit	Quantity	Ranger Excavating		Maverick Contractors		Hammett Excavation		4X Construction	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 55,000.00	\$ 55,000.00	\$ 150,250.00	\$ 150,250.00	\$ 70,000.00	\$ 70,000.00
2	Temporary Controls	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 19,500.00	\$ 19,500.00	\$ 65,000.00	\$ 65,000.00
3	Earthwork – Soil Excavation	CY	80,000	\$ 3.50	\$ 280,000.00	\$ 4.00	\$ 320,000.00	\$ 3.00	\$ 240,000.00	\$ 2.95	\$ 236,000.00
4	Earthwork – Rock Excavation	CY	20,000	\$ 4.50	\$ 90,000.00	\$ 6.00	\$ 120,000.00	\$ 5.95	\$ 119,000.00	\$ 4.90	\$ 98,000.00
5	Earthwork - Protective Cover	LF	24,000	\$ 4.00	\$ 96,000.00	\$ 4.00	\$ 96,000.00	\$ 2.13	\$ 51,120.00	\$ 6.25	\$ 150,000.00
6	Underdrain Trench	LF	1,980	\$ 30.00	\$ 59,400.00	\$ 29.00	\$ 57,420.00	\$ 38.86	\$ 76,942.80	\$ 38.00	\$ 75,240.00
6a	Underdrain Riser & Sump	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 12,893.10	\$ 12,893.10	\$ 22,000.00	\$ 22,000.00
7	Future Liner Tie-in	LF	1100	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
8	Anchor Trench	LF	1670	\$ 10.00	\$ 16,700.00	\$ 5.00	\$ 8,350.00	\$ 6.75	\$ 11,272.50	\$ 10.00	\$ 16,700.00
9	Leachate Collection Trench	LF	1,375	\$ 50.00	\$ 68,750.00	\$ 48.00	\$ 66,000.00	\$ 54.01	\$ 74,263.75	\$ 52.00	\$ 71,500.00
10	Leachate Collection Header Trench	LF	835	\$ 50.00	\$ 41,750.00	\$ 66.00	\$ 55,110.00	\$ 73.22	\$ 61,138.70	\$ 65.00	\$ 54,275.00
11	Leachate Sump, Riser, and Vault	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 31,355.59	\$ 31,355.59	\$ 25,000.00	\$ 25,000.00
12	Leachate Control Panel & Pump	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 43,968.00	\$ 43,968.00	\$ 42,000.00	\$ 42,000.00
13	Underground Electric with Conduit	LF	550	\$ 25.00	\$ 13,750.00	\$ 10.00	\$ 5,500.00	\$ 20.42	\$ 11,231.00	\$ 20.00	\$ 11,000.00
Bid Total					\$ 793,350.00		\$ 869,880.00		\$ 902,935.44		\$ 936,715.00
A	Demo of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 99,000.00	\$ 99,000.00	\$ 2,500.00	\$ 2,500.00
B	Construction of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 94,000.00	\$ 94,000.00	\$ 173,099.12	\$ 173,099.12	\$ 245,000.00	\$ 245,000.00
C	Demo of Grit Trap	LS	1	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 98,000.00	\$ 98,000.00	\$ 5,000.00	\$ 5,000.00
D	Construction of Grit Trap	LS	1	\$ -	\$ -	\$ 158,000.00	\$ 158,000.00	\$ 675,002.23	\$ 675,002.23	\$ 230,000.00	\$ 230,000.00
E	Mulching of Cleared Debris	LS	1	\$ -	\$ -	\$ 9,500.00	\$ 9,500.00	\$ 141,000.00	\$ 141,000.00	\$ 45,000.00	\$ 45,000.00
					\$ -		\$ 264,000.00		\$ 1,186,101.35		\$ 527,500.00

**City of Fredericksburg
Cells 12 and 13 Construction
Bid Tabulation**

Item	Description	Unit	Quantity	Harris Road Company		Nelson Lewis Inc.		DNT Construction		Accell Construction	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 46,000.00	\$ 46,000.00	\$ 74,500.00	\$ 74,500.00
2	Temporary Controls	LS	1	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,550.00	\$ 11,550.00
3	Earthwork – Soil Excavation	CY	80,000	\$ -	\$ -	\$ 4.50	\$ 360,000.00	\$ 5.00	\$ 450,000.00	\$ 8.50	\$ 680,000.00
4	Earthwork – Rock Excavation	CY	20,000	\$ -	\$ -	\$ 12.00	\$ 240,000.00	\$ 8.50	\$ 170,000.00	\$ 10.00	\$ 200,000.00
5	Earthwork - Protective Cover	LF	24,000	\$ -	\$ -	\$ 9.00	\$ 216,000.00	\$ 10.00	\$ 240,000.00	\$ 8.50	\$ 204,000.00
6	Underdrain Trench	LF	1,980	\$ -	\$ -	\$ 40.00	\$ 79,200.00	\$ 50.00	\$ 99,000.00	\$ 36.00	\$ 71,280.00
6a	Underdrain Riser & Sump	LS	1	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 16,300.00	\$ 16,300.00
7	Future Liner Tie-in	LF	750	\$ -	\$ -	\$ 7.00	\$ 5,250.00	\$ -	\$ -	\$ 6.50	\$ 4,875.00
8	Anchor Trench	LF	1670	\$ -	\$ -	\$ 7.00	\$ 11,690.00	\$ 4.50	\$ 7,515.00	\$ 6.50	\$ 10,855.00
9	Leachate Collection Trench	LF	1,375	\$ -	\$ -	\$ 65.00	\$ 89,375.00	\$ 69.50	\$ 95,562.50	\$ 45.00	\$ 61,875.00
10	Leachate Collection Header Trench	LF	835	\$ -	\$ -	\$ 90.00	\$ 75,150.00	\$ 111.00	\$ 92,685.00	\$ 58.00	\$ 48,430.00
11	Leachate Sump, Riser, and Vault	LS	1	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ 27,000.00	\$ 20,000.00	\$ 20,000.00
12	Leachate Control Panel & Pump	LS	1	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 39,000.00	\$ 39,000.00	\$ 47,000.00	\$ 47,000.00
13	Underground Electric with Conduit	LF	550	\$ -	\$ -	\$ 12.00	\$ 6,600.00	\$ 77.00	\$ 42,350.00	\$ 18.50	\$ 10,175.00
Bid Total				Wrong Bid Form			\$ 1,258,265.00		\$ 1,327,112.50		\$ 1,460,840.00
A	Demo of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 15,250.00	\$ 15,250.00	\$ 5,000.00	\$ 5,000.00
B	Construction of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 120,000.00	\$ 120,000.00	\$ 261,225.00	\$ 261,225.00	\$ 429,000.00	\$ 429,000.00
C	Demo of Grit Trap	LS	1	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 17,000.00	\$ 17,000.00	\$ 13,500.00	\$ 13,500.00
D	Construction of Grit Trap	LS	1	\$ -	\$ -	\$ 230,000.00	\$ 230,000.00	\$ 285,325.00	\$ 285,325.00	\$ 233,000.00	\$ 233,000.00
E	Mulching of Cleared Debris	LS	1	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	\$ 33,000.00	\$ 33,000.00	\$ 19,500.00	\$ 19,500.00
				\$ -			\$ 386,000.00		\$ 611,800.00		\$ 700,000.00

**City of Fredericksburg
Cells 12 and 13 Construction
Bid Tabulation**

Item	Description	Unit	Quantity	Saur Construction		J3 Company		Allbrite Construction		Engineer's Estimate	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ -	\$ -	\$ 90,000.00	\$ 90,000.00	\$ 272,840.40	\$ 272,840.40	\$ 45,529.50	\$ 45,529.50
2	Temporary Controls	LS	1	\$ -	\$ -	\$ 145,000.00	\$ 145,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00
3	Earthwork – Soil Excavation	CY	80,000	\$ -	\$ -	\$ 8.00	\$ 640,000.00	\$ 7.80	\$ 624,000.00	\$ 3.50	\$ 280,000.00
4	Earthwork – Rock Excavation	CY	20,000	\$ -	\$ -	\$ 11.75	\$ 235,000.00	\$ 25.20	\$ 504,000.00	\$ 5.00	\$ 100,000.00
5	Earthwork - Protective Cover	LF	24,000	\$ -	\$ -	\$ 17.50	\$ 420,000.00	\$ 10.56	\$ 253,440.00	\$ 3.00	\$ 72,000.00
6	Underdrain Trench	LF	1,980	\$ -	\$ -	\$ 45.00	\$ 89,100.00	\$ 101.54	\$ 201,055.20	\$ 70.00	\$ 138,600.00
6a	Underdrain Riser & Sump	LS	1	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 25,627.20	\$ 25,627.20	\$ 10,000.00	\$ 10,000.00
7	Future Liner Tie-in	LF	1100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Anchor Trench	LF	1670	\$ -	\$ -	\$ 15.00	\$ 25,050.00	\$ 5.40	\$ 9,018.00	\$ 7.00	\$ 11,690.00
9	Leachate Collection Trench	LF	1,375	\$ -	\$ -	\$ 55.00	\$ 75,625.00	\$ 146.41	\$ 201,314.40	\$ 80.00	\$ 110,000.00
10	Leachate Collection Header Trench	LF	835	\$ -	\$ -	\$ 55.00	\$ 45,925.00	\$ 179.42	\$ 149,816.40	\$ 80.00	\$ 66,800.00
11	Leachate Sump, Riser, and Vault	LS	1	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 66,630.00	\$ 66,630.00	\$ 30,000.00	\$ 30,000.00
12	Leachate Control Panel & Pump	LS	1	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	\$ 42,348.00	\$ 42,348.00	\$ 25,000.00	\$ 25,000.00
13	Underground Electric with Conduit	LF	550	\$ -	\$ -	\$ 40.00	\$ 22,000.00	\$ 40.58	\$ 22,320.00	\$ 30.00	\$ 16,500.00
Bid Total				Incomplete Bid			\$ 1,887,700.00		\$ 2,402,409.60		\$ 956,119.50
A	Demo of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 2,100.00	\$ 2,100.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
B	Construction of Citizens Convenience Center	LS	1	\$ -	\$ -	\$ 172,000.00	\$ 172,000.00	\$ 234,996.00	\$ 234,996.00	\$ 250,000.00	\$ 250,000.00
C	Demo of Grit Trap	LS	1	\$ -	\$ -	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00
D	Construction of Grit Trap	LS	1	\$ -	\$ -	\$ 194,000.00	\$ 194,000.00	\$ 121,575.00	\$ 121,575.00	\$ 300,000.00	\$ 300,000.00
E	Mulching of Cleared Debris	LS	1	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00
				\$ -			\$ 402,100.00		\$ 410,571.00		\$ 585,000.00

**City of Fredericksburg
Cells 12 and 13 Geosynthetics
Bid Tabulation**

Item	Description	Unit	Geo-Synthetics Systems			Patriot Environmental			Texas Environmental Plastics			Clean Air and Water			Mustang Extreme		
			Quantity	Unit Price	Price		Unit Price	Price		Unit Price	Price		Unit Price	Price		Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 13,910.00	\$ 13,910.00	1	\$ 16,000.00	\$ 16,000.00	1	\$ 18,245.00	\$ 18,245.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 7,500.00	\$ 7,500.00
2	Supply Geotextile	SF	63,000	\$ 0.096	\$ 6,029.10	63,000	\$ 0.1490	\$ 9,387.00	63,000	\$ 0.168	\$ 10,584.00	63,000	\$ 0.110	\$ 6,930.00	63,000	\$ 0.1171	\$ 7,377.30
3	Supply Geosynthetic Clay Liner - Unreinforced	SF	231,315	\$ 0.444	\$ 102,657.60	254,200	\$ 0.4060	\$ 103,205.20	244,900	\$ 0.414	\$ 101,388.60	223,600	\$ 0.480	\$ 107,328.00	244,900	\$ 0.4036	\$ 98,841.64
4	Supply Geosynthetic Clay Liner - Reinforced	SF	83,331	\$ 0.498	\$ 41,523.84	108,500	\$ 0.4350	\$ 47,197.50	117,800	\$ 0.420	\$ 49,476.00	117,120	\$ 0.520	\$ 60,902.40	105,400	\$ 0.4326	\$ 45,596.04
5	Supply HPDE Geomembrane - Smooth	SF	231,315	\$ 0.338	\$ 78,184.47	259,200	\$ 0.2880	\$ 74,649.60	246,240	\$ 0.284	\$ 69,932.16	220,320	\$ 0.305	\$ 67,197.60	246,240	\$ 0.3136	\$ 77,220.86
6	Supply HPDE Geomembrane - Textured	SF	83,331	\$ 0.384	\$ 32,015.77	108,000	\$ 0.3130	\$ 33,804.00	120,000	\$ 0.304	\$ 36,480.00	120,000	\$ 0.325	\$ 39,000.00	108,000	\$ 0.3382	\$ 36,525.60
7	Supply Drainage Geocomposite – Single-sided	SF	237,998	\$ 0.295	\$ 70,185.61	252,225	\$ 0.2680	\$ 67,596.30	256,650	\$ 0.265	\$ 68,012.25	243,600	\$ 0.265	\$ 64,554.00	243,600	\$ 0.2892	\$ 70,449.12
8	Supply Drainage Geocomposite – Double-sided	SF	76,648	\$ 0.377	\$ 28,873.30	106,731	\$ 0.3260	\$ 34,794.31	110,684	\$ 0.333	\$ 36,857.77	101,500	\$ 0.385	\$ 39,077.50	106,731	\$ 0.3877	\$ 41,379.61
9	Install Geosynthetic Clay Liner - Unreinforced	SF	231,315	\$ 0.134	\$ 31,065.60	231,315	\$ 0.1240	\$ 28,683.06	231,315	\$ 0.158	\$ 36,547.77	231,315	\$ 0.140	\$ 32,384.10	231,315	\$ 0.2274	\$ 52,601.03
10	Install Geosynthetic Clay Liner - Reinforced	SF	83,331	\$ 0.192	\$ 15,982.89	83,331	\$ 0.2360	\$ 19,666.12	83,331	\$ 0.158	\$ 13,166.30	83,331	\$ 0.160	\$ 13,332.96	83,331	\$ 0.2613	\$ 21,774.39
11	Install HPDE Geomembrane - Smooth	SF	231,315	\$ 0.141	\$ 32,661.68	231,315	\$ 0.1300	\$ 30,070.95	231,315	\$ 0.178	\$ 41,174.07	231,315	\$ 0.170	\$ 39,323.55	231,315	\$ 0.2274	\$ 52,601.03
12	Install HPDE Geomembrane - Textured	SF	83,331	\$ 0.400	\$ 33,357.40	83,331	\$ 0.3900	\$ 32,499.09	83,331	\$ 0.178	\$ 14,832.92	83,331	\$ 0.225	\$ 18,749.48	83,331	\$ 0.2613	\$ 21,774.39
13	Install Drainage Geocomposite – Single-sided	SF	237,998	\$ 0.153	\$ 36,508.89	237,998	\$ 0.1050	\$ 24,989.79	237,998	\$ 0.168	\$ 39,983.66	237,998	\$ 0.170	\$ 40,459.66	237,998	\$ 0.1745	\$ 41,530.65
14	Install Drainage Geocomposite – Double-sided	SF	76,648	\$ 0.190	\$ 14,547.79	76,648	\$ 0.2050	\$ 15,712.84	76,648	\$ 0.168	\$ 12,876.86	76,648	\$ 0.205	\$ 15,712.84	76,648	\$ 0.2180	\$ 16,709.26
Bid Total					\$ 537,503.94			\$ 538,255.75			\$ 549,557.37			\$ 557,452.09			\$ 591,880.92

Item	Description	Unit	Global Containment Solutions			Allstate Lining			Allbrite Constructors of Texas			Engineer's Estimate		
			Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 5,500.00	\$ 5,500.00	1	\$ -	\$ -	1	\$ 29,491.91	\$ 29,491.91
2	Supply Geotextile	SF	63,000	\$ 0.1930	\$ 12,159.00	63,000	\$ 0.15	\$ 9,705.18	32,400	\$ -	\$ -	63,000	\$ 0.15	\$ 9,450.00
3	Supply Geosynthetic Clay Liner - Unreinforced	SF	231,750	\$ 0.4910	\$ 113,789.25	279,000	\$ 0.50	\$ 116,112.78	175,450	\$ -	\$ -	254,447	\$ 0.39	\$ 99,234.14
4	Supply Geosynthetic Clay Liner - Reinforced	SF	117,000	\$ 0.5470	\$ 63,999.00	99,200	\$ 0.61	\$ 50,630.02	103,510	\$ -	\$ -	91,664	\$ 0.48	\$ 43,998.77
5	Supply HPDE Geomembrane - Smooth	SF	233,280	\$ 0.3090	\$ 72,083.52	252,000	\$ 0.36	\$ 83,728.48	175,450	\$ -	\$ -	254,447	\$ 0.36	\$ 91,600.74
6	Supply HPDE Geomembrane - Textured	SF	120,000	\$ 0.3300	\$ 39,600.00	93,600	\$ 0.40	\$ 33,422.69	103,510	\$ -	\$ -	91,664	\$ 0.40	\$ 36,665.64
7	Supply Drainage Geocomposite – Single-sided	SF	230,550	\$ 0.3020	\$ 69,626.10	261,075	\$ 0.32	\$ 77,200.36	175,450	\$ -	\$ -	254,447	\$ 0.48	\$ 122,134.32
8	Supply Drainage Geocomposite – Double-sided	SF	116,000	\$ 0.4190	\$ 48,604.00	83,013	\$ 0.40	\$ 30,672.13	103,510	\$ -	\$ -	91,664	\$ 0.53	\$ 48,123.65
9	Install Geosynthetic Clay Liner - Unreinforced	SF	231,315	\$ 0.1730	\$ 40,017.50	231,315	\$ 0.06	\$ 14,341.53	159,500	\$ -	\$ -	231,315	\$ 0.15	\$ 34,697.25
10	Install Geosynthetic Clay Liner - Reinforced	SF	83,331	\$ 0.2200	\$ 18,332.82	83,331	\$ 0.62	\$ 5,166.52	94,100	\$ -	\$ -	83,331	\$ 0.19	\$ 15,832.89
11	Install HPDE Geomembrane - Smooth	SF	231,315	\$ 0.1840	\$ 42,561.96	231,315	\$ 0.15	\$ 34,697.25	159,500	\$ -	\$ -	231,315	\$ 0.16	\$ 37,010.40
12	Install HPDE Geomembrane - Textured	SF	83,331	\$ 0.2260	\$ 18,832.81	83,331	\$ 0.15	\$ 12,499.65	94,100	\$ -	\$ -	83,331	\$ 0.16	\$ 13,332.96
13	Install Drainage Geocomposite – Single-sided	SF	237,998	\$ 0.1790	\$ 42,601.64	237,998	\$ 0.09	\$ 21,419.82	159,500	\$ -	\$ -	237,998	\$ 0.12	\$ 28,559.76
14	Install Drainage Geocomposite – Double-sided	SF	76,648	\$ 0.2370	\$ 18,165.58	76,648	\$ 0.09	\$ 6,898.32	94,100	\$ -	\$ -	76,648	\$ 0.12	\$ 9,197.76
Bid Total					\$ 606,873.18			\$ 688,242.58			\$ 894,394.06			\$ 619,330.19

Felipe Wescoup

From: Will Lyons <will.lyons@rangerexcavating.com>
Sent: Wednesday, April 30, 2025 5:13 PM
To: Felipe Wescoup
Subject: RE: City of Fredericksburg Cells 12 & 13 Construction Bid - Contingent and Optional Items Clarification

1. Correct. We thought that these items were provided as an option because most landfill contractors wouldn't have the capability or true desire to do these building type items. By offering them as an option and not a mandatory alternate, we thought the City was trying to maximize the appeal to bidders for the cell construction. For example, if it had been mandatory to bid on the building construction, we simply would have passed on bidding the job altogether.
2. Yes, we are eager to build the cell for the City and think we can do it faster and better than anyone else.
3. We understand that.

From: Felipe Wescoup <faw@BiggsAndMathews.com>
Sent: Wednesday, April 30, 2025 4:52 PM
To: Will Lyons <will.lyons@rangerexcavating.com>
Subject: City of Fredericksburg Cells 12 & 13 Construction Bid - Contingent and Optional Items Clarification

You don't often get email from faw@biggsandmathews.com. [Learn why this is important](#)

Dear Mr. Lyons,

Thank you for our discussion earlier regarding your bid submission for the City of Fredericksburg Cells 12 & 13 Construction project. The City has requested that I seek written clarification on your position regarding the Contingent and Optional Bid Items in Section 5 of the bid form.

Ranger Excavating submitted "no bid" for the five Contingent and Optional Bid Items (Items A through E). During our conversation, you indicated that:

1. You chose not to bid on these contingent and optional items intentionally
2. You would like your bid to be considered if the City decides not to construct any of these items
3. You understand your bid will be removed from consideration if the City chooses to include any of these contingent and optional items

For the City's records and to ensure proper evaluation of all bids, please confirm if this accurately represents your position.

Your prompt response is greatly appreciated as we finalize the bid evaluation process.

Thank you,

Felipe A. Wescoup, P.E.
Biggs & Mathews Environmental, Inc.
faw@biggsandmathews.com | www.biggsandmathews.com
1700 Robert Road, Suite 100 | Mansfield, Texas 76063
(817) 563-1144 Office | (817) 563-1224 Fax

Felipe Wescoup

From: Tegelman, Adam <ategelman@geosynthetics.com>
Sent: Monday, May 5, 2025 3:33 PM
To: Felipe Wescoup
Subject: RE: City of Fredericksburg Cells 12 & 13 Geosynthetics - Supply Quantity Verification Request

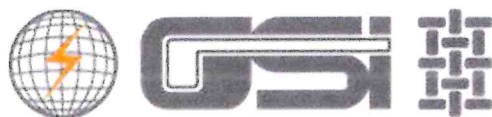
Felipe:

Please see below GSI's responses in **RED**.

Should you need anything further, please feel free to let me know.

Thank you

Adam Tegelman
GENERAL MANAGER



A BABCOCK POWER INC. SUBSIDIARY
GEO-SYNTHETICS SYSTEMS LLC

2401 Pewaukee Road, Waukesha - Main Office | 1330 University Drive, Menasha - Valley Location,

mobile | +1 920-610-0382
email | ategelman@geosynthetics.com
web | <https://www.geosynthetics.com>

From: Felipe Wescoup <faw@BiggsAndMathews.com>
Sent: Monday, May 5, 2025 3:22 PM
To: Tegelman, Adam <ategelman@geosynthetics.com>
Subject: City of Fredericksburg Cells 12 & 13 Geosynthetics - Supply Quantity Verification Request

!!WARNING!! This is an email from OUTSIDE the COMPANY !!WARNING!!

NEVER open attachments or click links unless you are certain of the source.

Unless verified as legitimate, NEVER supply your company username and password via an email link.

Dear Mr. Tegelman,

Re: City of Fredericksburg Landfill - Cells 12 & 13 Geosynthetics Bid

Thank you for submitting your bid for the City of Fredericksburg Cells 12 & 13 Geosynthetics project. As part of our bid evaluation process, we need to verify the supply quantities for certain bid items. We acknowledge the unit price clause included in your proposal stating that materials will be delivered DAP Job Site and that the unit prices apply to the actual net pay area including allowances for slope gain, material in the anchor trench, and sacrificial material.

To complete our evaluation, please provide the specific supply quantities you intend to furnish for the following bid items:

- Item 3: Supply Geosynthetic Clay Liner – Unreinforced 257,300 SF (11.23% scrap factor)
- Item 4: Supply Geosynthetic Clay Liner – Reinforced 96,100 SF (12.37% scrap factor)
- Item 5: Supply HDPE Geomembrane – Smooth 264,600 SF (14.39% scrap factor)
- Item 6: Supply HDPE Geomembrane – Textured 96,000 SF (12.25% scrap factor)
- Item 7: Supply Drainage Geocomposite - Single-sided 265,500 (11.56% scrap factor)
- Item 8: Supply Drainage Geocomposite - Double-sided 90,919 SF (15.30% scrap factor)

Please confirm that these quantities include all necessary material to complete the installation, including overlaps and waste areas as mentioned in your proposal clause. – Yes sir, I have included our estimate scrap factors based upon shape, slope gain, & other ancillary scrap to complete this project.

We appreciate your prompt attention to this matter. If you have any questions, please don't hesitate to contact me directly.

Sincerely,

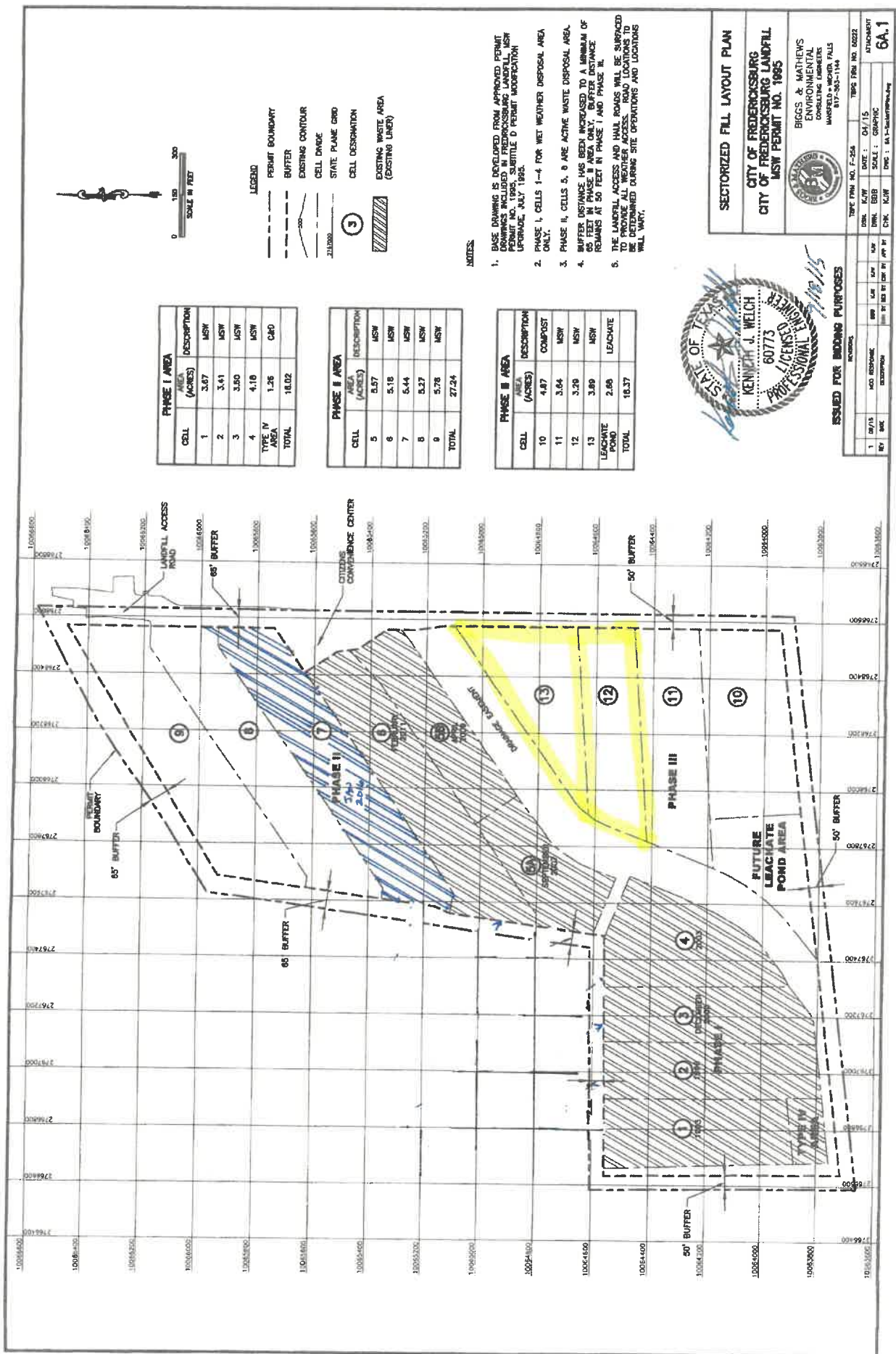
Felipe A. Wescoup, P.E.

Biggs & Mathews Environmental, Inc.

faw@biggsandmathews.com | www.biggsandmathews.com

1700 Robert Road, Suite 100 | Mansfield, Texas 76063

(817) 563-1144 Office | (817) 563-1224 Fax





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: May 20, 2025

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider Professional Services Contract for Construction Management and Inspection Services for Landfill Cells 12 and 13. (Kris Kneese, Director of Public Works/Utilities)

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

Consider the Professional Services Proposal from Biggs and Matthews Environmental (BME) for required third party inspection and testing services during construction of the City of Fredericksburg Landfill Cells #12 and 13 Project.

BACKGROUND:

BME is currently contracted to complete professional design and construction documents for development of Cells #12 and 13 at the City of Fredericksburg Landfill. The Texas Commission on Environmental Quality (TCEQ) requires third party inspection and testing services during all landfill construction projects. The attached proposal provides the services required by the Soil and Liner Quality Control Plan (SLQCP) and the TCEQ Municipal Solid Waste Regulations.

As part of the project, BME will provide construction management services and quality assurance services, which include construction observation/monitoring, field-testing, and submittal of required TCEQ forms/certifications. Upon completion of construction, BME will provide surveying services required to prepare record drawings and to certify that the liner and leachate collection systems were installed in accordance with the specifications and the SLQCP.

-

FUNDING SOURCE: Sanitation Department

FINANCIAL IMPACT:
\$185,800

STAFF RECOMMENDATION:

City staff recommends approval of the additional services proposal from BME to perform professional services outlined in the "Scope of Services" section of the attached proposal for an estimated fee of \$185,800 which will be funded out of the Sanitation Dept. FY 2025 budget.

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. 2025-05-13 Task Order 11 Cells 12 & 13 Rev2

APPROVAL/REVIEW:



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: May 14, 2025



Garret Bonn, Assistant City Manager

Date: May 14, 2025



William McKamie, City Attorney

Date: May 14, 2025



Leticia Vacek, City Secretary

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025

TASK ORDER NO. 11
CITY OF FREDERICKSBURG
FREDERICKSBURG LANDFILL
CELLS 12 & 13

CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES

May 2025



BIGGS AND MATHEWS ENVIRONMENTAL

1700 Robert Road, Suite 100
Mansfield, Texas 76063
Phone: 817-563-1144

Project Understanding

The City of Fredericksburg is preparing to fund the construction of Cells 12 & 13 at the City of Fredericksburg Landfill. The Texas Commission on Environmental Quality (TCEQ) requires third party inspection and testing services during all liner construction projects. The following proposal provides the services required by the Soil and Liner Quality Control Plan (SLQCP) and the TCEQ Municipal Solid Waste Regulations.

Cells 12 & 13 are approximately 6.7-acres and is the first liner area to be constructed in the Phase III area of the Fredericksburg Landfill. The liner system to be constructed consists of an underdrain system, geosynthetic clay liner (gcl), 60-mil HDPE geomembrane liner, drainage geocomposite leachate collection system, and 24-inches of protective cover.

Construction Phase Services

Task 1 Construction Management

Biggs and Mathews Environmental (BME) will provide construction management services throughout the project. Construction management services include providing a construction manager, construction phase engineering, construction management, and contract administration.

Randy Taylor, P.E., will serve as the construction manager for the project. This scope of services assumes that the construction manager will be onsite one to two days a week during liner and protective cover installation and for key events for the duration of the project.

Construction phase engineering services will include:

- Review and approve contractors' submittals.
- Respond to contractor's requests for information.
- Review of requests for modifications and providing recommendations to the City.
- Field observations to verify that the construction is in substantial accordance with the project plans and specifications.
- Revise construction drawings, if necessary.

Construction management services will include:

- Make site visits to observe construction activity and progress.
- Provide coordination with the City, landfill personnel, contractor, and surveyor.
- Review and approve contractor's schedule.
- Schedule CQA field work and field surveys.
- Conduct progress meetings and prepare and distribute meeting minutes.
- Take project photographs.
- Provide monthly progress reports to the City.
- Prepare record drawings.

Contract administration services will include:

- Review and verify contractor's monthly pay requests. Contractor will be required to submit backup justification of work completed for partial pay requests.

- Reconcile quantities for partial payment.
- Prepare and issue change orders and field orders, as appropriate.
- Review and verify contractor's final pay request.
- Prepare punch list for work to be completed for substantial completion.
- Perform the final walk-through with the City to verify work has been completed.
- Review and verify contract closeout documentation, such as the consent of surety, and reduction in retainage.

Task 2 Construction Quality Assurance Services

Construction quality assurance (CQA) services will be provided for the construction of the subgrade, liner, and leachate collection systems. Randy Taylor, P.E., will serve as the Professional of Record (POR) for the construction quality assurance services. CQA services include construction observation and monitoring, field testing, laboratory testing, management of quality assurance activities, preparation of certification reports, and serving as the POR for certification reports.

Upon completion of the liner and leachate collection system construction, we will prepare a Geosynthetic Clay/Geomembrane Liner Evaluation Report (GC/GLER). The report will contain:

- Required TCEQ forms.
- Written narrative describing the project, tasks accomplished, and time frames.
- Results of tests performed during the CQA program, which will be provided by the third party testing firms.
- Appendices including daily inspection forms, material, testing and repair logs, and supporting test data.
- Field activity records and documentation including the plans showing the location of field tests.
- As-built drawings showing the subgrade elevations, geomembrane panel layout, destructive tests and repair locations, leachate collection system, protective cover thickness, and anchor trench locations.

The report will be prepared and submitted by a professional engineer, registered in the State of Texas. Three copies of the certification report will be signed and submitted to the TCEQ. Two copies of the certification report will be submitted to the City.

Task 3 Record Survey Services

BME will provide the surveying services required to prepare record drawings, and to certify that the liner and leachate collection systems were installed in accordance with the specifications and the SLQCP. Surveying services are listed below.

- Establish horizontal and vertical control for the project.
- Survey the completed liner subgrade on a 70-foot by 70-foot grid to verify the subgrade elevations and to establish the bottom of geosynthetic clay liner elevations.
- Survey the completed protective cover on a 70-foot by 70-foot grid to verify the top of protective cover elevations and determine the protective cover thickness.

PROJECT BUDGET

PROJECT	Cost
Construction Phase Services	
Task 1 Construction Management	\$61,900
Task 2 Construction Quality Assurance	\$113,900
Task 3 Record Survey Services	\$10,000
Total Estimated Cost:	\$185,800

Project Schedule

A preliminary milestone schedule is below. A detailed schedule can be developed for the project kickoff meeting with input from the selected contractors. This schedule assumes that construction of Cells 12 & 13 will take 180 days.

- | | |
|--------------------------|---------------|
| • Contract Award | May 2025 |
| • Begin Construction | July 2025 |
| • Cells 12 & 13 Complete | December 2025 |
| • Cells 12 & 13 Approved | January 2026 |

Additional Services

It is not anticipated that additional services will be required for this project. However, should conditions change that require additional services we will inform the City of each specific requirement or additional service. We will not exceed the project budget identified in this scope of services without specific written authorization from the City.

Authorization

This AGREEMENT is entered into on the date of execution by and between Biggs and Mathews Environmental, Inc., a Texas corporation, hereinafter referred to as CONSULTANT and the City of Fredericksburg, hereinafter referred to as OWNER. Services covered by this AGREEMENT will be performed in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES dated December 16, 2014. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Fredericksburg

Biggs and Mathews Environmental, Inc.

By: _____

By: 

Title: _____

Title: Senior Engineer

Date: _____

Date: May 13, 2025



BIGGS & MATHEWS ENVIRONMENTAL, INC
TBPELS No. F-256 AND No. 10194895 TBPB No. 50222

SCHEDULE OF CHARGES
2025

PERSONNEL CHARGES

Category	Billing Rate Range \$ Per Hour
Administrative/Project Assistant	60 – 80
Sr. Administrative/Project Assistant	80 – 100
Designer/Technician/Field Services	65 – 85
Sr. Designer/Sr. Technician/Sr. Field Services Technician	80 – 110
Engineer/Scientist	80 – 125
Project Engineer/Scientist	95 – 150
Senior Project Engineer/Scientist	125 – 175
Principal Engineer/Scientist	175 – 250
Survey – One (1) Person Field Crew	115 – 140
Survey – Two (2) Person Field Crew	155 – 180

Depositions and expert witness testimony, including preparation time, will be billed at 1.5 times the above hourly rates.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished by Biggs and Mathews will be billed at cost plus 15%. Such charges may include the following services:

Printing and photographic reproduction	Tolls
Rented vehicles	Rented equipment
Transportation on public carriers	Shipping charges
Subconsultants	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

COMMUNICATIONS

The cost of communications including express mail, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Auto/Truck per mile	\$ 1.00
Auto/Truck per day	\$100.00
Storage of samples per month per container*	\$ 5.00
Disposal per container*	\$ 50.00
Survey Equipment per day	\$ 250.00

*A container is defined as a standard core box, a capped Shelby tube, or a sealed five-gallon bucket.

SUPPLEMENTAL SCHEDULES OF CHARGES (Schedules available upon request)

- Soils Laboratory
- Chemical Laboratory
- Chargeable Equipment Schedule

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 20, 2025

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Elect Mayor Pro-Tem for the 2025-2026 Term. (Leticia Vacek, City Secretary)

PRESENTATION:

[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. City Charter - Section 3.05 - Mayor Pro-Tem

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 14, 2025



William McKamie, City Attorney

Date: May 14, 2025



Leticia Vacek, City Secretary

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025

In accordance with the City of Fredericksburg's City Charter:

Section 3.05 – Mayor Pro Tem

At its first regular meeting after election each year, the city council shall elect from among its members a mayor pro tem who shall serve at the pleasure of the city council. In the absence or inability of the mayor to perform the duties of the office, the mayor pro tem shall perform the duties of office and in this capacity shall be vested with all of the powers conferred on the mayor.



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 20, 2025

CATEGORY: CITY MANAGER'S
REPORT/LEGISLATIVE REPORT

CAPTION: The City Manager's Report and the Legislative Update will be presented.

PRESENTATION:
[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

None

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 15, 2025



William McKamie, City Attorney

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: May 20, 2025

CATEGORY: ITEMS FOR FUTURE AGENDA

CAPTION: City Manager Bailey will review the Future Agenda Items List with the Council.

PRESENTATION:

[PRESENTER_NO_BR]

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMPREHENSIVE PLAN GUIDING PRINCIPLE:

Neighborhood Quality

Workforce

Tourism

City Center

Mobility

Small Town Sensitive Growth

Governance

ATTACHMENTS:

1. Future Agenda Items List 5-20-25

APPROVAL/REVIEW:



Leticia Vacek, City Secretary

Date: May 15, 2025



William McKamie, City Attorney

Date: May 15, 2025



Clinton Bailey, City Manager

Date: May 15, 2025

City Council Future Agenda Items/Meetings

June 3, 2025 Council Meeting

No Items

Future Agenda Items/Future Council Meetings

6/17	Pro Serv Contact-Long Term Water Supply Study	Action	Kris Kneese	Dir-PW/Utilities
6/17	Pro Serv Contract – N Llano Waterline Replacement	Action	“	“
6/17	Acceptance of Financial Audit	Action	Krista Wareham	Finance Director
6/17	New City Hall AV, Security, & Network	Action	Aaron Anderegg	IT Director

Upcoming Meetings/Events

May 20, 2025 – 1st Regular Meeting of the 2025-2026 City Council

May 22, 2025 – 2026 Strategic Planning Council Work Session - 9am @ LBJ Golf Course Clubhouse

May 27, 2025 - Citizen U - 6pm @ John Wm. Klein Room – Topic: Parks & Recreation and Special Events

May 28, 2025 – Town Hall - 6pm @The Preserve Subdivision – 908 Laurel Lane

June 11, 2025 – Coffee with City Manager-8am @ Golf Course Clubhouse