



# City of Fredericksburg

City Council Regular Meeting Agenda  
Tuesday, February 17, 2026 ~ 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  
Todd Eidson, Councilmember  
Clinton Bailey, City Manager

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The City of Fredericksburg City Council will meet in a regular session on February 17, 2026, at 9:00 am. The meeting will be live-streamed & available for re-watch on the City's website: [fredericksburgtx.portal.civicclerk.com](https://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](https://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.

1. **CALL TO ORDER - Mayor Jeryl Hoover.**
2. **INVOCATION - City Resident Janice Smith, will deliver the Invocation.**
3. **PLEDGES OF ALLEGIANCE - Mayor Jeryl Hoover will lead the Pledges.**
4. **CEREMONIAL MATTERS/EMPLOYEE RECOGNITION**
  - A. Recognition of Evelyn Weinheimer's Retirement and Service to the Gillespie County Historical Society. (Mayor Hoover)
  - B. Recognition of The Hill Country Red Cross and United Methodist Church for their Partnership during Winter Storm Fern. (Lynn Bizzell, Fire Chief & Ashley Morris, EMC)
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 the Minutes of the City Council Regular Meeting of February 3, 2026. (Leticia Vacek, City Secretary)
7. **ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**
  - A. **Request Z-2522:** By Judy K Feller, to Consider the Following: (Cliff Cross, Director of Development Services)

A Zoning Change from Single-Family Residential (R1) to Commercial (C2) for Property Located at 707 N. Milam Street.

    - i Presentation by the Applicant
    - ii Presentation by the Staff
    - iii Hold Public Hearing
    - iv Take Action - Approve Ordinance 2026-07 for the Zoning Change
  - B. **Request Z-2523:** By P.V. McMinn with Nuvista Development LLC, to consider a Conditional Use Permit per Sec. 3.200 for a Townhome Use for Property Located at 1032 South Milam Street. (Cliff Cross, Director of Development Services)
    - i Presentation by the Applicant
    - ii Presentation by the Staff
    - iii Hold Public Hearing
    - iv Take Action - Approve Ordinance 2026-08 for the Conditional Use Permit (CUP)
  - C. **Request Z-2602:** Proposed text amendments to the City's Zoning Code Regarding The Reapplication Timeline for Zoning Amendments and Conditional Use Permits. The proposed text amendments are for section 5.270 (Action by the City Council) and Section 5.470 (Actions by the City Council). (Cliff Cross, Director of Development Services)
    - i Presentation by the Staff
    - ii Hold Public Hearing
    - iii Take Action - Approve Ordinance 2026-09 for the Text Amendment

- D. Consideration and Possible action on Budget Amendment (Ordinance 2026-06) relating to a Request from the Market Square Redevelopment Commission (MSRC) for Use of Unallocated Funds for the Glockenspiel Project (Tim Crenwelge, MSRC Chair) - To be considered after Council action on Item 8B.

**8. OTHER ACTION ITEMS AND UPDATES**

- A. Consider approval of an Operating Agreement with the Texas Historical Commission Relating to City-Owned Property Near the Intersection of US 290E and Heritage Hills Drive, formerly referred to as the Former Texas Rangers Heritage Center (Chris Elliott, Texas Historical Commission)
- B. Consider approval of an Agreement between the City of Fredericksburg and the Pedernales Creative Arts Alliance (PCAA) for Design and Construction of a Glockenspiel at Marktplatz (Mike Zenner, PCAA)
- C. Consider approval of the Contract with the Gillespie County Elections Administrator for Joint Election Services for the City of Fredericksburg's General Election to be held on May 2, 2026. (Leticia Vacek, City Secretary)
- D. Consider selection and approval of Kimley Horn to assist the City in the development of a Unified Development Code and authorizing the City Manager to negotiate a professional services contract up to \$175,000.00 for the initial phase of the project. (Cliff Cross, Director of Development Services)

**9. CITY MANAGER'S REPORT**

**10. ITEMS FOR FUTURE AGENDA**

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

**11. ADJOURN**

**CERTIFICATION**

This is to certify that I, Leticia Vacek, posted this Agenda at 3:00 pm. on February 10, 2026, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

***Leticia Vacek***

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Leticia Vacek, TRMC/CMC/MMC  
City Secretary



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Secretary  
**TO:** Mayor & City Council Members  
**FROM:**  
**MEETING DATE:** February 17, 2026

**CATEGORY:** CEREMONIAL  
MATTERS/EMPLOYEE RECOGNITION

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**CAPTION:** Recognition of Evelyn Weinheimer's Retirement and Service to the Gillespie County Historical Society.  
(Mayor Hoover)

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**SUMMARY:**

**BACKGROUND:**

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

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

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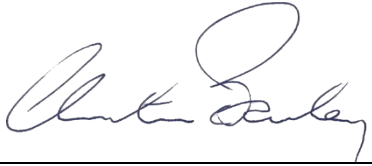
**ATTACHMENTS:**

None

**APPROVAL/REVIEW:**

\_\_\_\_\_  
Leticia Vacek, City Secretary

Date: February 09, 2026



Clinton Bailey, City Manager

Date: February 10, 2026



## CITY COUNCIL AGENDA MEMO

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**TO:** Mayor & City Council Members  
**FROM:**  
**MEETING DATE:** February 17, 2026

**CATEGORY:** CEREMONIAL  
MATTERS/EMPLOYEE RECOGNITION

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**CAPTION:** Recognition of The Hill Country Red Cross and United Methodist Church for their Partnership during Winter Storm Fern. (Lynn Bizzell, Fire Chief & Ashley Morris, EMC)

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**SUMMARY:**

**BACKGROUND:**

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

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

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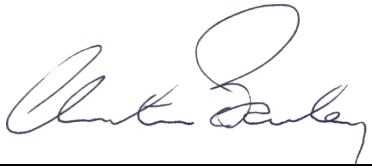
**ATTACHMENTS:**

None

**APPROVAL/REVIEW:**

\_\_\_\_\_  
Leticia Vacek, City Secretary

Date: February 09, 2026



Clinton Bailey, City Manager

Date: February 10, 2026



# City of Fredericksburg

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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  
Todd Eidson, Councilmember

## City Staff:

Clinton Bailey, City Manager  
Garret Bonn, Asst. City Manager  
Leticia Vacek, City Secretary  
Mick McKamie, City Attorney  
Cliff Cross, Director, Development Services  
Kris Kneese, Public Works/Utilities Director  
Krista Wareham, Finance Director  
Brian Vorauer, Police Chief  
Lynn Bizzell, Chief Fire/EMS  
Andrea Schmidt, Parks/Recreation Director  
Sean Doerre, Public Information Officer  
Aaron Anderegg, IT Director  
Maria Garcia, Asst. City Attorney  
Tyler Hooper, Asst. Director of Finance  
Brandon Gold, Asst. IT Director  
Cody Oris, IT Specialist  
Alyssa Rivera, PD Outreach Specialist

- 1. CALL TO ORDER**  
Mayor Hoover called the meeting to order and noted a quorum was present.
- 2. INVOCATION**  
George Studor, a City Resident, delivered the invocation.
- 3. PLEDGES OF ALLEGIANCE**  
Mayor Hoover led the Pledges.

#### 4. **COUNCIL COMMENTS**

Councilmember Eidson thanked Ashley Morris, Emergency Management Coordinator, Chief Vorauer and Chief Bizzell, for keeping everyone informed and safe during Ice Storm Fern. He also recognized Kris Kneese and staff at the Electric and Water Departments for keeping the power on and the water running during the storm. He reported that he attended the CVB Meeting on January 27<sup>th</sup> and that the CVB received 12 applications for the CVB CEO position.

Councilmember Klein reported that the Commissions Court meeting was postponed to Monday, February 2, 2026. He added the Market Square Redevelopment Commission plans to meet in March.

Mayor Pro-Tem Kirchner attended the Fire/EMS Installation Ceremony on January 30<sup>th</sup> on behalf of Mayor Hoover.

Councilmember Watson shared that the Egg Drop at the Airport will be held on March 28<sup>th</sup> at 1:00 pm with double the amount of eggs (15,000) to be dropped this year.

#### 5. **CONSENT**

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

- A. Consider approval of City Council Minutes for the Special Meeting of January 13, 2026, and the Regular Meeting of January 20, 2026 (Leticia Vacek, City Secretary)

Councilmember Klein moved to approve Consent Agenda Item 5A as presented. Mayor Pro-Tem Kirchner seconded the motion. The motion carried unanimously.

#### 6. **ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**

- A. Ordinance 2026-05 Calling the City of Fredericksburg's General Election to be held on May 2, 2026. (Leticia Vacek, City Secretary)

City Secretary Vacek presented said Ordinance noting that early voting and election day voting will all take place at the Gillespie County Elections Office at 95 Frederick Road. She added both the School and City Elections will be conducted jointly sharing the location and expenses.

Councilmember Watson moved to approve Ordinance 2026-05 Calling the City of Fredericksburg's General Election to be held on May 2, 2026. Councilmember Eidson seconded the motion. The motion carried unanimously.

## **7. OTHER ACTION ITEMS AND UPDATES**

- A. Consider approving the allocations of the 2026 Hotel Occupancy Tax (HOT) Funding. (Krista Wareham, Finance Director)

Krista Wareham noted she had no new comments. Mayor Hoover stated that Legal has reviewed the items and standard practice has been to award to non-profits. A discussion ensued regarding consideration of funding for-profits. It was the consensus of the Council to exclude for-profits.

At this time, the Council followed the list addressing each application and their amount requested. They compared the previous request and the amount allocated in 2025. They also considered the size of the organization and their access to other funding resources.

Rorie Cartier, CEO of the Nimitz Foundation, addressed the Council with regards to the proposed allocation of funds. After a brief discussion, the Council reconsidered the proposed allocation to the foundation.

Councilmember Watson moved to approve the 2026 Hotel Occupancy Tax (HOT) Funding allocations as provided on Exhibit A (attached to the minutes). Councilmember Eidson seconded the motion. The motion carried unanimously.

## **8. CITY MANAGER'S REPORT**

- A. City Manager Bailey thanked the staff for their teamwork during Ice Storm Fern. He recognized Ashley Morris, Emergency Management Coordinator, for her efforts in coordinating partnerships and keeping everyone informed on a daily basis. Chief Bizzell also recognized Ashley Morris who provided a report.

Ms. Morris reported that they had four travelers who took shelter at the United Methodist Church. She gave a shout out to the City's Electric and Water crews and thanked all First Responders.

Councilmember Watson asked how the new radio system worked. Chief Bizzell stated that it worked great. Councilmember Klein asked about the side of town that lost power. Kris Kneese reported that the Nimitz Station went down but was back online. He also explained why some flickering occurred. Mayor Hoover and the City Council thanked everyone involved.

## **9. ITEMS FOR FUTURE AGENDA**

- A. City Manager Bailey reviewed the Future Agenda Items and Upcoming Meetings with the Council. He noted the next regular City Council Meeting on February 17<sup>th</sup> will be in the new Council Chambers.

**10. EXECUTIVE SESSION**

The City Council will recess its open meeting and convene in Executive Session pursuant to Texas Government Code Sections listed for each item.

- A. Discuss and consideration of Water Supply Purchase/Lease pursuant to Texas Government Code Section 551.072. (Mick McKamie, City Attorney)
- B. Legal Matters Update — Pursuant to Texas Government Code Section 551.071 (Attorney-Client Privilege).

Mayor Hoover announced the Council would recess into Executive Session at 10:08 am to discuss Items 10A and 10B.

Mayor Hoover reconvened the meeting from Executive Session at 10:37 am and stated that no action was necessary.

**11. ADJOURN**

There being no further discussion, Mayor Hoover adjourned the meeting at 10:38 am.

\_\_\_\_\_  
Jeryl Hoover, Mayor

Attest:

\_\_\_\_\_  
Leticia Vacek, TRMC, CMC, MMC  
City Secretary/RMO

Awarded

APPLICATION #	ORGANIZATION	EVENT NAME	City 2026 requested	Advertising & Promotional Programs	Promotion of the Arts	Historical restoration & preservation	Sporting Events
<b>Totals \$363,500 \$7,500 \$80,000 \$7,000</b>							
1	Admiral Nimitz Foundation Admiral Nimitz Foundation	National Museum of the Pacific War Pacific Combat Zone	\$160,000	\$150,000			
2	Church of the Colored People of Gillespie County	African American Museum	\$45,000	\$45,000			
3	Die Kunstler Von Fredericksburg A.K.A DK	Fall Show and Sale	\$4,000	\$4,000			
4	Fredericksburg Chamber of Commerce	Light The Night Christmas Parade & AfterGlow	\$18,000	\$18,000			
5	Fredericksburg Community Orchestras	Fredericksburg MusikFest 2026	\$4,000	\$4,000			
6	Fredericksburg Education Initiative dba SystemsGo	Rockets 2025 - Central Texas	\$5,000	\$5,000			
7	Fredericksburg Farmers Market	Fredericksburg's Farmer Market	\$6,000	\$5,000			
8	Fredericksburg Junior Chamber of Commerce	Fredericksburg Jaycees Crawfish Festival	\$25,000	\$15,000			
8	Fredericksburg Music Club	2026 Concert Series	\$10,000	\$7,500			
10	Fredericksburg Rotary Club Foundation, Inc	Fredericksburg Craft Beer Festival	\$10,000	\$10,000			
11	Friends of the Written Word	Fredericksburg Book Festival	\$5,000	\$5,000			
12	Frontier History Company	Living History Presentations	\$6,700	\$0	\$5,000		
13	German Choirs of Fredericksburg	Maifest & Herbstfest Concerts	\$2,500		\$2,500		
14	Gillespie County Fair & Festival Associations	Horse Racing & 136th Gillespie County Fair	\$75,000	\$30,000			

15	Gillespie County Historical Society	Fassel Roeder Historic Preservation Project	\$80,000				\$80,000				
16	Gillespie County Historical Society	Pioneer Museum - Home Tour	\$20,000	\$10,000							
17	Jack & Adams Bicycles	Doss Gravel	\$12,500	\$5,000				\$5,000			
18	Lone Star Heritage	2026 Historic Story/Site Signs	\$7,400	\$0							
19	Meals for Vets	Hill Country Vet-Fest	\$5,000	\$3,000							
20	Oktoberfest/PCAA	Oktoberfest in Fredericksburg	\$20,000	\$15,000							
21	Rotary Club of Fredericksburg Morning	CarFest	\$2,500	\$2,000							
22	Rotary Club of Fredericksburg Morning	Kraut Run	\$2,500						\$2,000		
23	St. Mary's Catholic School	Beautification and Spirit	\$15,599	\$0							
24	Stonewall Chamber of Commerce	Stonewall Peach JAMboree & Rodeo	\$30,000	\$10,000							
25	Texas Cellos	Fredericksburg Music Festival & School	\$50,000	\$10,000							
26	Texas Hill Country Higher Education Development Foundation	8th Annual Forging Futures Classic	\$10,000	\$5,000							
27	Verains Quilt Guild of Fredericksburg	Verains Quilt Guild Quilt Show	\$5,000	\$5,000							
28	Fredericksburg Art Guild	Operational and advertising	\$5,155	\$0						LATE	
29	Heritage School	EISBAHN	\$10,000	\$0						LATE	
			<b>\$651,854</b>	<b>\$363,500</b>	56%	<b>\$7,500</b>	1%	<b>\$80,000</b>	12%	<b>\$7,000</b>	1%

legal note re: eligibility

legal note re: eligibility

\$ 458,000 awarded today  
 \$ 700,000 budget  
 \$ 219,000 awarded to the Chamber/FWF  
 \$ 23,000 remaining balance in budget for distributions



## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** Development Services  
**TO:** Mayor & City Council Members  
**FROM:** Cliff Cross, Director of Development Services  
**MEETING DATE:** February 17, 2026

**CATEGORY:** ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

**CAPTION:** Request Z-2522: By Judy K Feller, to Consider the Following: (Cliff Cross, Director of Development Services)

A Zoning Change from Single-Family Residential (R1) to Commercial (C2) for Property Located at 707 N. Milam Street.

- i Presentation by the Applicant
- ii Presentation by the Staff
- iii Hold Public Hearing
- iv Take Action - Approve Ordinance 2026-07 for the Zoning Change

**SUMMARY:**

The applicant has submitted a Land Use and Zoning Change request for approximately .49 acres (21,475 sq. ft) of land located at 707 N. Milam Street. The applicant is requesting a Land Use Change to Commercial (C) (General Commercial Place Type) and a zoning change from R1, Single-Family Residential to C2, Commercial.

**BACKGROUND:** The surrounding properties include C1- Neighborhood Commercial to the north and R1 Single-Family Residential to the South, East and West.

The property is currently zoned R1, Single-Family Residential and permits uses by right and upon the issuance of a conditional use permit, some of the mixture and intensity of use types include the following:

Single Family Residential (Detached)	Local Utility Service
Short-term Rental, Accessory: (With a STR permit and adherence to Chapter 20, Article VII)	Short-term Rental, B & B: (With a STR permit and adherence to Chapter 20, Article VII)

Uses Permitted Subject To Conditional Use Permit

The following uses may be permitted subject to a Conditional Use Permit as provided in Section 5.400.

Community Recreation	Private Secondary Educational Facilities
Day Care Services	Private Secondary Educational Facilities
Guidance Services	Religious Assembly

It is the desire of the applicant to obtain a C2, Commercial Zoning classification and Sec. 3.210 - C2, Commercial speaks to the development standards allowed below:

**Sec. 3.210 - C2: Commercial** speaks to the development standards allowed in C2 and includes the following uses permitted by right:

Administrative and Business Office

Agricultural Sales and Services

Arts and Crafts

Automotive Rentals

Automotive Repair Services

Automotive Sales

Automotive Washing

Building Maintenance Services

Business or Trade School

Business Support Services

Club or Lodge

Cocktail Lounge

Commercial Off-Street Parking

Communication Services

Construction Sales and Services

Consumer Convenience Services

Consumer Repair Services

Convalescent Services

Convenience Store/Self Serve Gas

Cultural Services

Custom Manufacturing

Day Care Services

Equipment Repair Services

Equipment Sales

Exterminating Services

Financial Services

Food Sales

Funeral Services

Group Residential

Single Family Residential (detached) if structure was not used as other than residential in its most recent use

General Retail Sales

Guidance Services

Hotel/Motel

Horticulture

Hospital Services (Limited)

Indoor Entertainment

Indoor Sports and Recreation

Kennels

Laundry Services

Liquor Sales

Local Utility Services

Maintenance and Service Facilities

Medical Offices

Mobile Food Establishments, but not in any right-of-way or public easement

Multiple Family Residential

Outdoor Entertainment

Outdoor Sports and Recreation

Pawn Shop Services

Personal Improvement Services

Personal Services

Pet Services

Private Primary Educational Facilities

Private Secondary Educational Facilities

Professional Offices

Religious Assembly

Research Services

Restaurant - Drive-In/Fast Food

Restaurant

Service Station

Veterinary Services

Short-term Rental, Unoccupied: (With a STR permit and adherence to Chapter 20, Article VII)

Short-term Rental, Accessory: (With a STR permit and adherence to Chapter 20, Article VII)

Short-term Rental, B & B: (With a STR permit and adherence to Chapter 20, Article VII)

Short-term Rental, Facility: (With a STR permit and adherence to Chapter 20, Article VII)

Corporate Housing (Chapter 20, Article VII)

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

Camp Grounds

Condominiums (Section 7.610)

Convenience Storage

Drive through facilities associated with any use

Single Family Residential (detached)- new construction or after cessation of use other than residential
Duplex Residential Condominium Residential(section 7.610)
Single Family Residential (Detached)
Townhouse Residential (section 7.610)
Transportation Terminals

[The 2024 Comprehensive Plan](#) identifies the subject property as a future Place Type of Mixed-Use Community / Corridor which is envisioned to provide flexibility towards development and preference for complete neighborhoods with integrated commercial and residential uses.

Appropriate existing zoning districts would include R2, R3, R5, NC, C, M3, MU1, MU2

**Notice of Public Hearing Response:** As part of the Public Hearing process, staff must notify property owners that own property within 200 ft of the subject property. Staff received one protest letter prior to the February 4, 2026 public hearing. Two residents spoke in favor of the request at the public hearing.

**FUNDING SOURCE:** NA

**FINANCIAL IMPACT:**  
NA

**STAFF RECOMMENDATION:**

Staff reviewed the request and the proposed application requesting the land use and zoning change. In reviewing the request, the Comprehensive Plan has classified the subject property as a Mixed-Use Community / Corridor place type. Per the "Intent And Character" section of the plan, "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".

Although the specific place type designation request is not specifically identified for this property, the trend of development and surrounding underlying zoning districts provide for the ability to establish professional office and less intense commercial uses. Furthermore, the current Mixed-Use Community / Corridor Place Type identifies the Commercial (C2) zoning as an appropriate zoning classification. In addition, the current Mixed-Use Community / Corridor Place Type identifies additional appropriate underlying districts that would better fit the trend of development throughout the general area. Staff did not recommend approval of a Land Use/Place Type Change from the current Mixed-Use Community / Corridor Place Type) to a General Commercial Place Type and only recommended approval of the rezoning from Single-Family Residential (R1) to Neighborhood Commercial (C1) for Property Located at 3707 N. Milam Street.

The Planning and Zoning Commission recommended denial of the rezoning request based upon concerns of spot zoning and neighborhood compatibility. Action of the City Council would require a 3/4 favorable vote for approval.

**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Neighborhood Quality

**ATTACHMENTS:**

1. 707 N Milam 200 foot Map
2. 707 Milam Land Use
3. 707 N. Milam Place Type.mxd
4. 707 N. Milam Zoning
5. Z-2522\_707 N MILAM\_ZONING\_LAND USE CHANGE\_Redacted
6. Z-2522\_PROTEST LETTER - PEHL
7. Ordinance 2026-07 Zoning for 707 N Milam With Exhibit

**APPROVAL/REVIEW:**



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Cliff Cross, Director of Development Services

Date: February 09, 2026



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Garret Bonn, Assistant City Manager

Date: February 09, 2026



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William McKamie, City Attorney

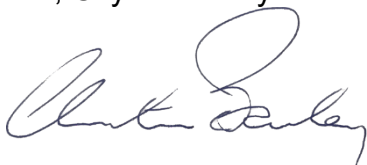
Date: February 10, 2026



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Leticia Vacek, City Secretary

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

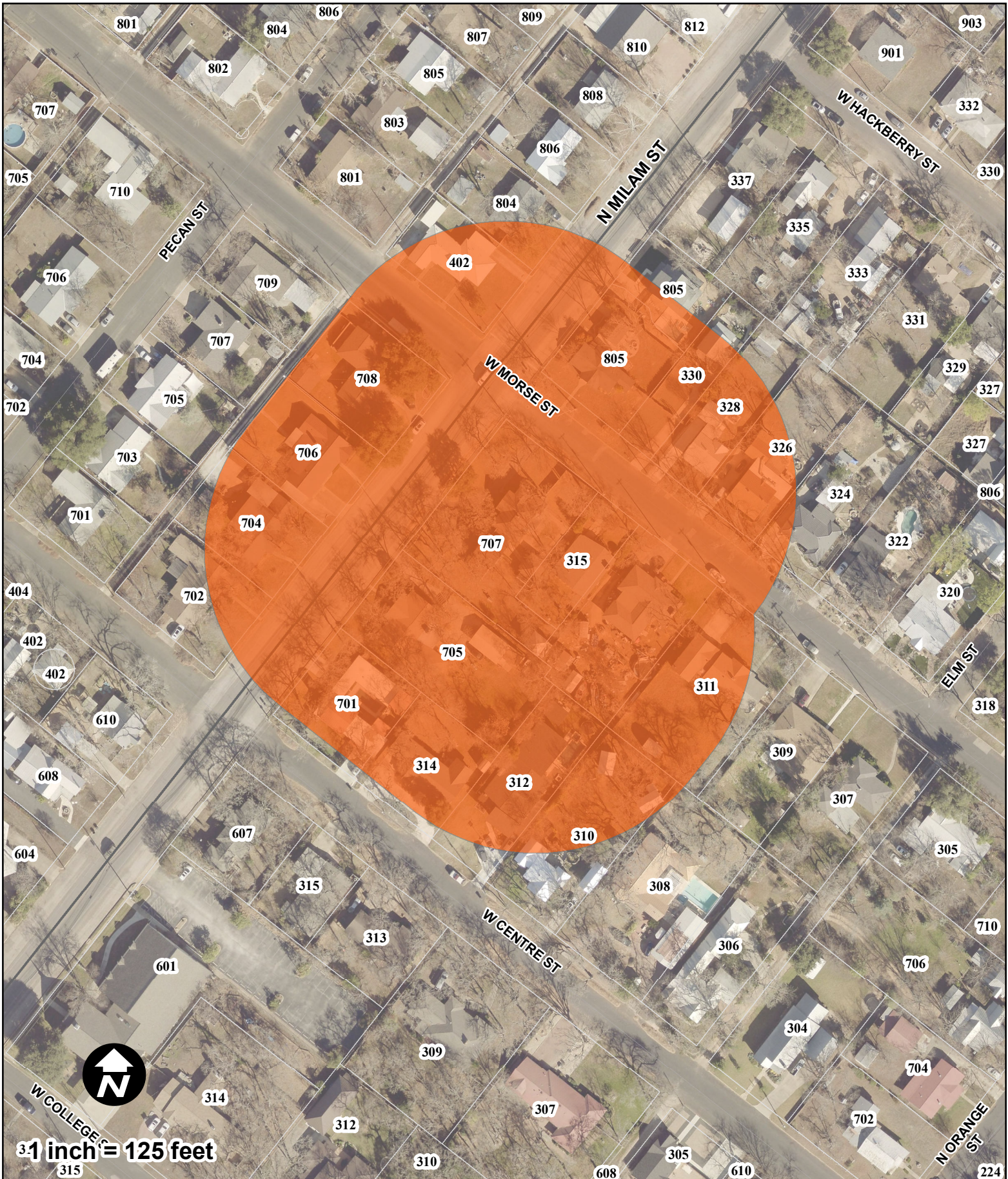
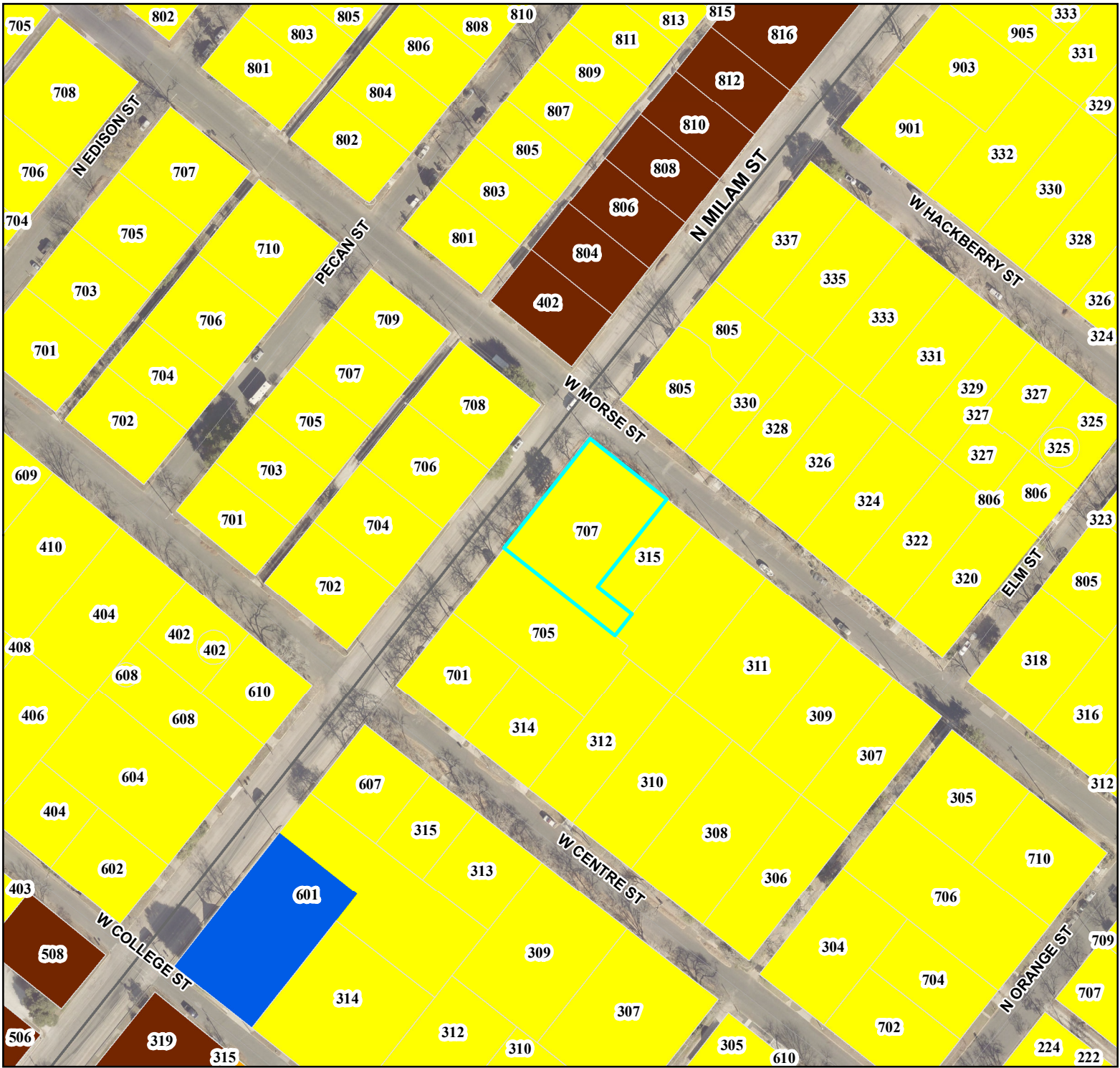

















FIGURE 1  
City of Fredericksburg  
Z-2522 707 N. Milam Street

<b>LEGEND</b>	
	200 Foot Buffer Radius
	GCAD Parcels

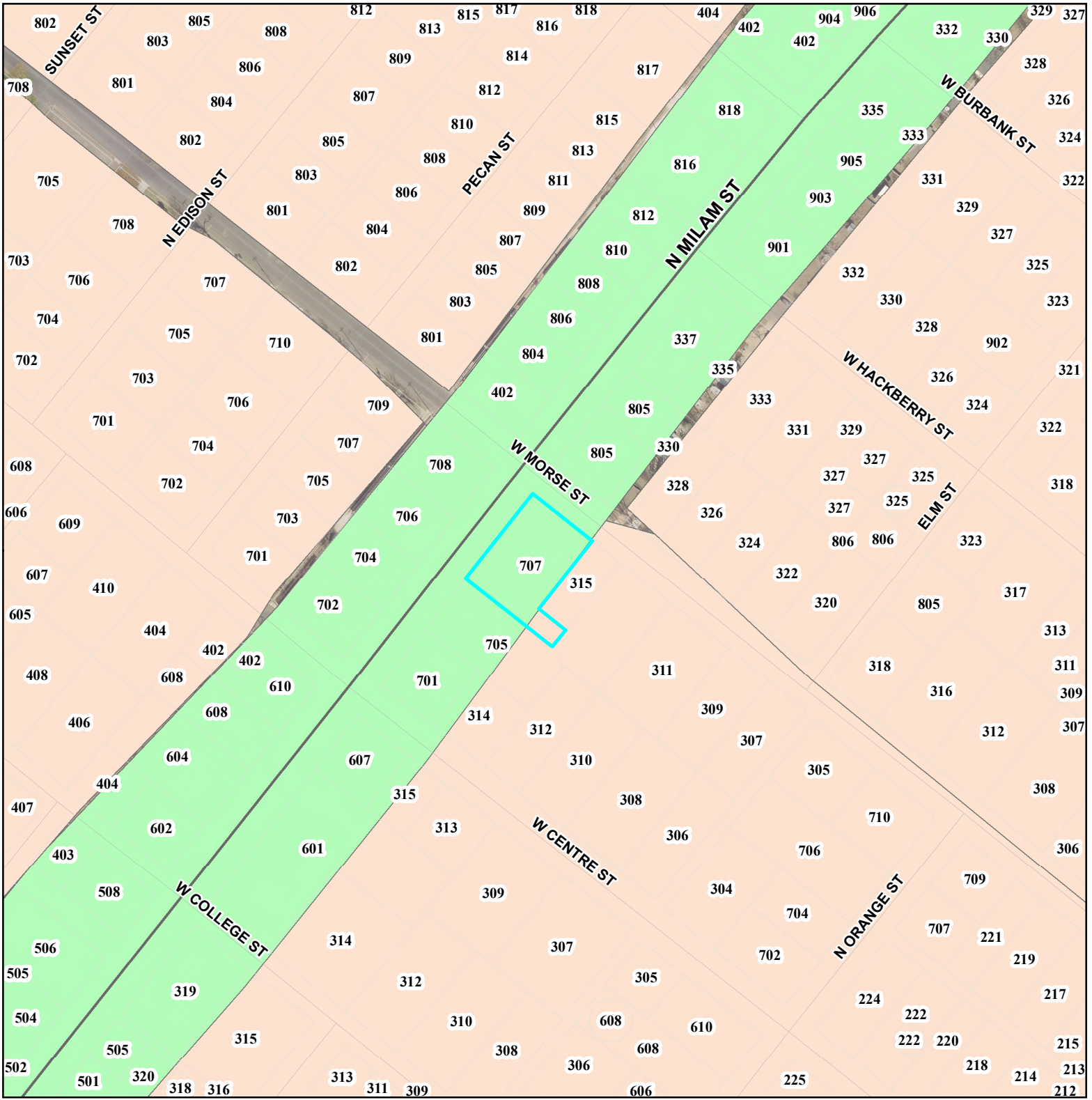


**LEGEND**

- |   |  |
|---|--|
|  GCAD Parcels                       |  Low Density Residential    |
| <b>Landuse</b>  |  Medium Density Residential |
| <b>LANDUSE</b>  |  Mixed Use Corridor         |
|  Downtown Central Business District |  Parks & Open Space         |
|  Uptown Central Business District   |  Public / Semi-Public       |
|  Commercial Center                  |  Rural                      |
|  Commercial                         |  |
|  Employment Center                  |  |
|  FUTURE ROW                         |  |
|  High Density Residential           |  |
|  Industrial                         |  |



**FIGURE 1**  
**City of Fredericksburg**  
**Z-2522 - 707 N. Milam Street**



**LEGEND**

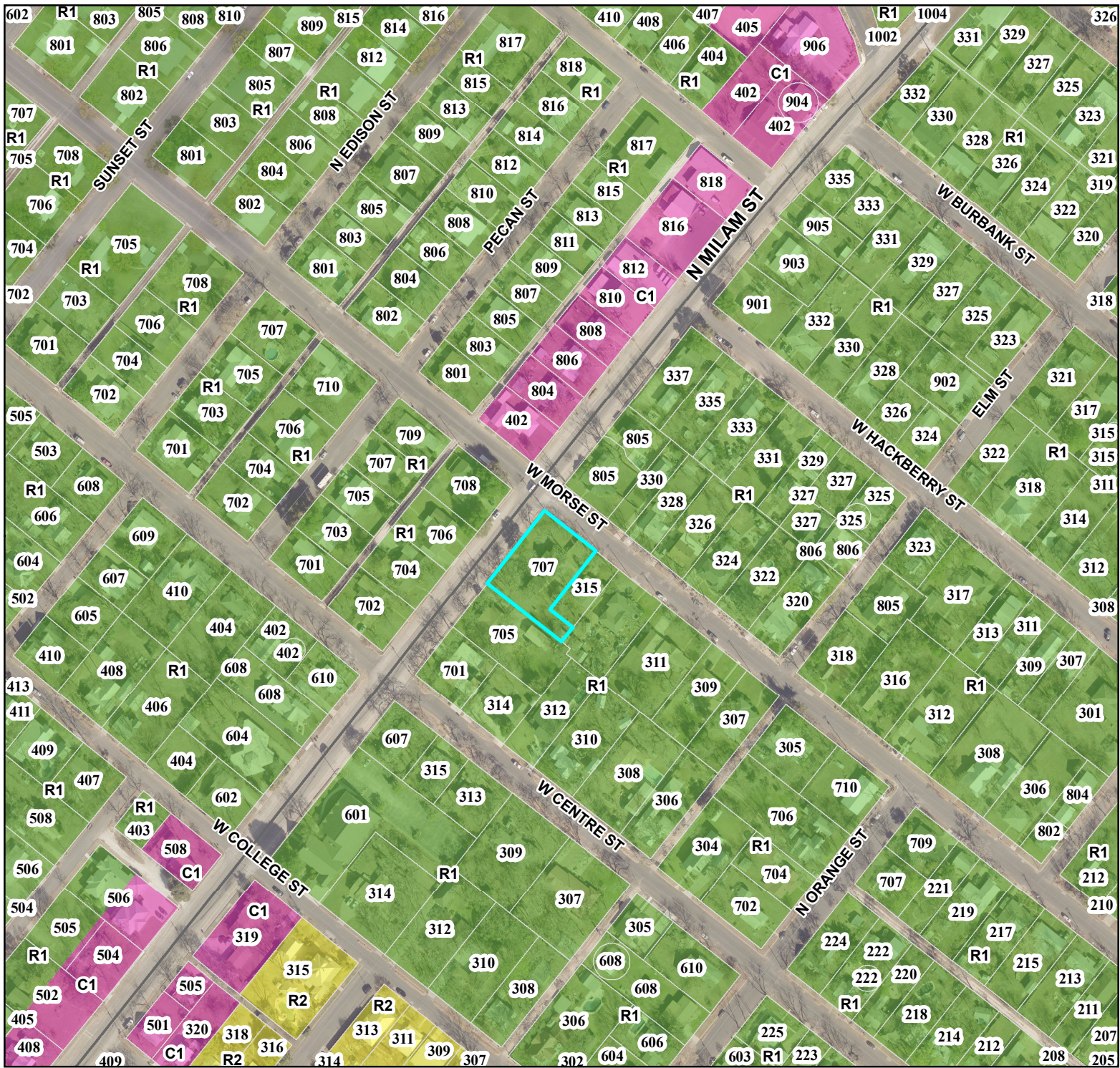
GCAD Parcels

**Place\_Type**

- MU
- GC
- HSD
- IND
- MDR
- MU
- NR
- PARK
- RR



FIGURE 1  
 City of Fredericksburg  
 Z-2522 -707 N. Milam Street



**LEGEND**

GCAD Parcels

**Zoning**

**ZONED**

- C1 - Neighborhood Commercial
- C1.5 - Medium Commercial
- C2 - Commercial
- CBD - Central Business District
- M1 - Light Manufacturing
- M2 - Medium Manufacturing
- M3 - Industrial Park
- OS - Open Space

- PF - Public Facilities
- PUD - Planned Unit Development
- R1 - Single Family Residential
- R1A - Single Family Residential - Small Lot
- R2 - Mixed Residential
- R3 - Multi-Family Residential
- R4 - Manufactured Home Residential
- R5 - Patio Home Residential



**FIGURE 1**  
**City of Fredericksburg**  
**Z-2522 - 707 N. Milam Street**



**Zoning Application**

**City of Fredericksburg – Development Services Department**

**126 W. Main St, Fredericksburg, TX 78624**

**A. Project Information**

Project Name: 707 N. Milam, Fredericksburg, TX 78624

Project Address: 707 N. Milam GE0286-0-0

Property Tax ID Numbers: 26687

**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

*\$1150.00*

❖ *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: Judy K. Feller, Manager Friendly Neighbor, LLC  
Owner Address: [REDACTED]  
Owner Phone Number: [REDACTED]  
Owner Email Address: [REDACTED]

**D. Applicant**

Applicant Name: Judy K. Feller, Manager Friendly Neighbor, LLC  
Applicant Address: [REDACTED]  
Applicant Phone Number: [REDACTED]  
Applicant Email Address: [REDACTED]

**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: [REDACTED]

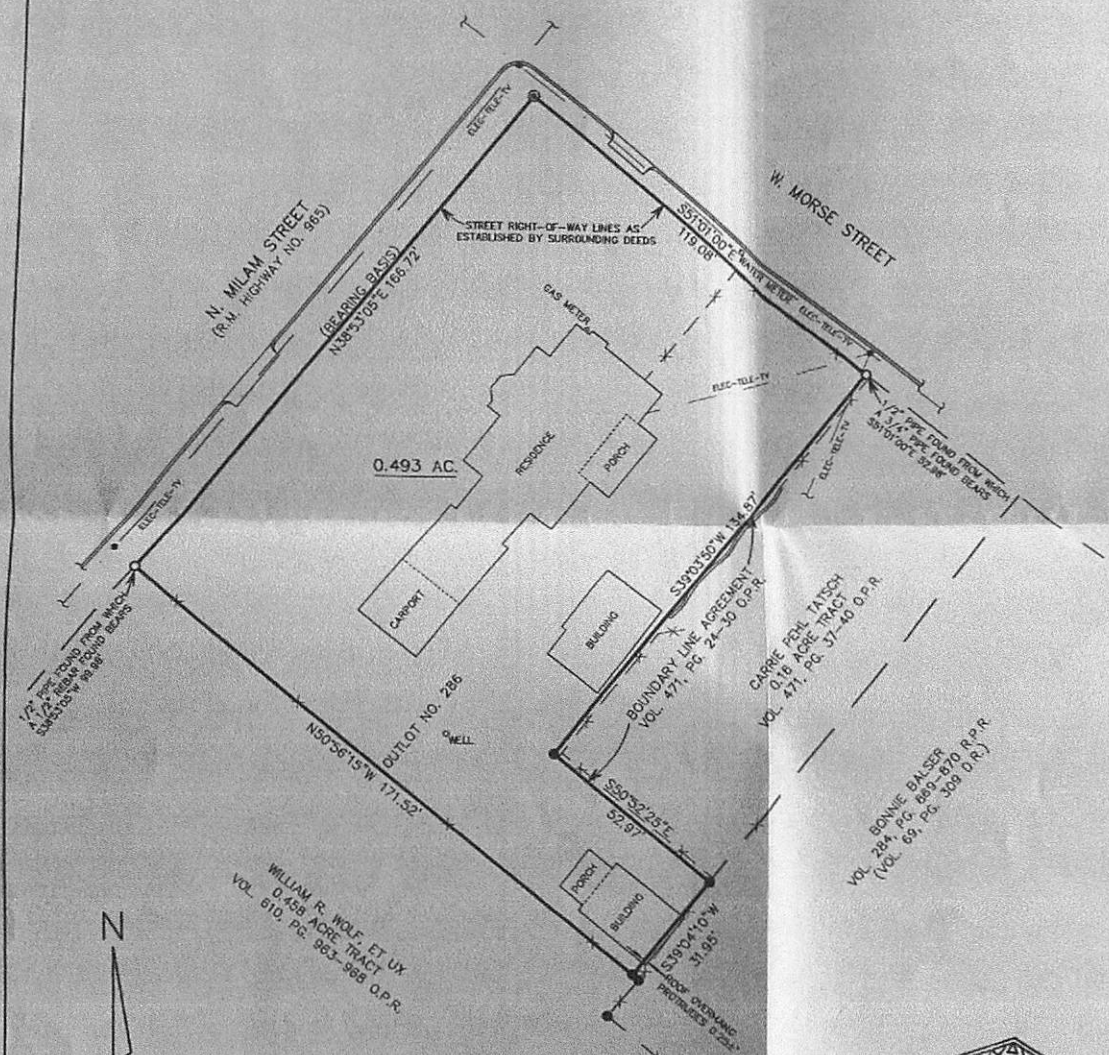
Printed Name: Judy K. Feller

Staff Use Only      Application Number: Z-2522      Date: 12/4/25

[REDACTED]

**SURVEY MAP SHOWING  
A 0.493 ACRE TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG,  
GILLESPIE COUNTY, TEXAS, BEING PART OF OUTLOT NO. 286 AS SAID OUTLOT IS  
SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE  
GERMAN EMIGRATION COMPANY,  
SURVEY MADE AT THE REQUEST OF  
PETER SPRINGALL, ET AL.**

BEING PART OF THAT FIRST TRACT AND PART OF THAT SECOND TRACT OF LAND DESCRIBED  
IN A CONVEYANCE TO WALTON H. SPRINGALL BY WERNER LINDENBERG, ET UX, DATED JUNE 17,  
1948, FOUND OF RECORD IN VOLUME 64, PAGES 205-206 OF THE DEED RECORDS OF  
GILLESPIE COUNTY, TEXAS,  
AND  
BEING PART OF THAT TRACT OF LAND DESCRIBED IN A CONVEYANCE TO DR. WALTON H.  
SPRINGALL BY REV. O. LINDENBERG, ET UX, DATED MARCH 7, 1949, FOUND OF RECORD IN  
VOLUME 69, PAGES 279-280 OF SAID DEED RECORDS.  
AND  
THIS 0.493 ACRE TRACT BEING THE REMAINDERS OF THE SPRINGALL TRACTS  
LYING OUTSIDE OF THE ESTABLISHED STREET RIGHT-OF-WAY LINES.



SCALE 1" = 30'

**LEGEND**

- 1/2" DIA. REBAR FOUND
- ⊙ 1/2" DIA. REBAR SET (CAPPED; BONN 4447)
- AS NOTED
- UTILITY POLE
- × FENCE

**BONN SURVEYING**  
503 LONGHORN ST.  
FREDERICKSBURG, TX 78624  
PHONE: 830-997-3884  
FAX: 830-997-0972  
EMAIL: bonnsurveying@verizon.net



NOTE: REFERENCE IS HERETO MADE  
TO ACCOMPANYING FIELD NOTES  
OF EVEN DATE.

SURVEYED JANUARY 2, 2013

*Carey Bonn*  
CAREY BONN  
REG. PROF. LAND SURVEYOR NO. 4447

Dec. 3, 2025

Jan Musgrove  
City of Fredericksburg, TX  
126 W. Main  
Fredericksburg, TX 78624

Dear Jan,

As we discussed in an email, I would like to change the zoning on my property at 707 N. Milam from Residential to Commercial. My property lends itself to more for commercial use such as a space for an accountant, architect, investment advisor – it has a garage apartment, a small school house in the back of the property and then the main part with two large bedrooms and 1 ½ baths. Milam has gotten so busy and I've been trying to sell the property since March and most comments come back that the street is simply too busy for residential use. Plus, from Main Street to Cross Mountain, the street is filled with commercial and mixed use properties.

I am listing some of the more popular commercial businesses and have included pictures of properties on my block that are used for mixed use or commercial purposes. I have also included a survey of the almost ½ acre showing the house and school house and garage apartment at 707.

**Commercial starting from Main Street toward the 900 block:**

Corner of Main and Milam = Alla Campagna Italian Restaurant  
105 N. Milam = Kleinhans Furniture  
107 N. Milam = Briar Patch Short Term Rental  
201 N. Milam = A. Willis Wealth Management  
202 N. Milam = Madlyn's Clothing Store  
206 N. Milam = Grand Central on Milam  
300 Block = Town Creek  
404 N. Milam = Prescott Endodontics  
408 N. Milam = Whitworth Family Dentistry  
409 N. Milam = Fredericksburg Home Care/ White Oak Studio  
501 N. Milam = Jones Ranch Realty, LLC  
502 N. Milam = Messiah Ministries  
508 N. Milam = Barry Wagner Architect  
601 N. Milam = Memorial Presbyterian Church  
607 N. Milam = Salvation Army  
810 N. Milam = VRBO and AirBnB Short Term Rental  
816 N. Milam = Sunset Village Drive In  
904 N. Milam = Fredericksburg Computer Repair  
906 N. Milam = Central Hill Country Board of Realtors

-PAGE 1 OF 6-

*Andy Sellen*

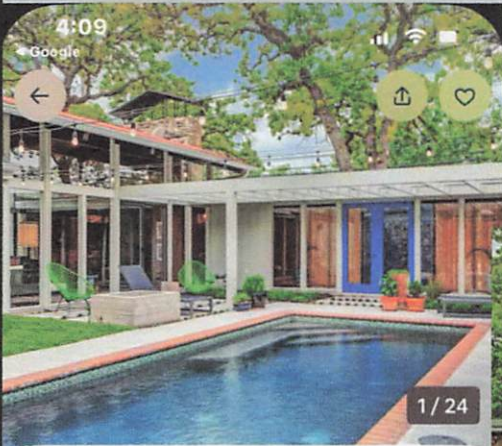


**This is 710 N. Milam with signs showing "Home Builder" and "Powerhaus Electric"**

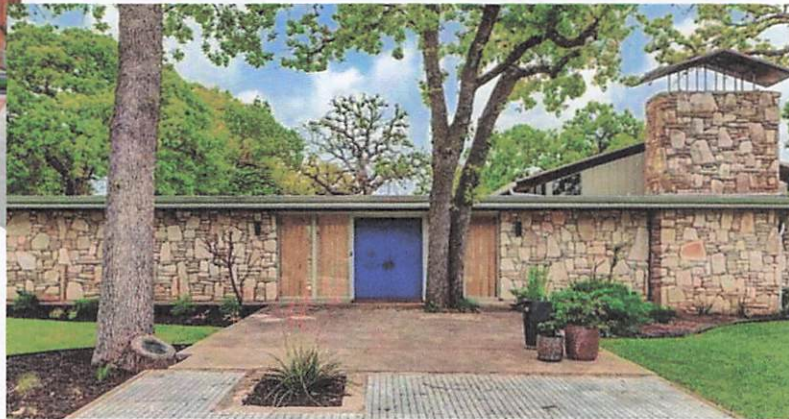




This is 707 N. Milam showing the main house, garage apartment and school house in back of the property



This is 701 N. Milam shown on VRBO and Airbnb as a short term rental



## SEVEN O ONE | Mid-Century Icon with Pool

Entire home in Fredericksburg, Texas  
6 guests · 3 bedrooms · 3 beds · 2.5 baths

4.97  
\*\*\*\*\*

🏆 Guest favorite 🏆

155  
Reviews



Hosted by Dawn  
4 years hosting



Top 10% of homes

~~\$1,443~~ **\$1,173**

For 2 nights · Dec 2 - 4

Reserve

## REQUEST NO. Z-2522

As an interested property owner, I Carrie Pehl protest the requested land use and zoning change, represented by the above file number because:

- 1) My property is bordered along the mentioned property on two sides and their entirety.
- 2) The front of my home has four STR properties immediately across the street with many more down along Morse street.
  - a) 2 STR's immediately across from me have pools and hot tubs that create much outdoor activity
  - b) 326 West Morse has consistently violated code ordinance with excessive vehicles and disobeying the trash regulations but still manages to operate as an STR
- 3) Strict policies after years of revolving changes have been put in place to help restore the issues homeowners face with the overwhelming growth and mismanagement of property use.
  - a) Increased tax value based on presumptive sale when compared to homes bought and sold above market price for investment purposes only. Not purchased for single family residential dwellings
  - b) Higher taxes were implemented on properties grid locked by STR's and those said properties were forbidden to claim STR status themselves. However, property taxes did not reflect the difference. This was a very shady time for the appraisal office and the detrimental effects still linger
- 4) Incompatible use of neighborhood character and will have further detrimental impact on my property and surrounding neighborhood.
  - a) Create more traffic
  - b) Noise
  - c) More lighting
  - d) Pollution
  - e) No privacy- home is two stories with two additional out buildings being immediately along both sides of the property line that join us. One structure does not even have clearance to open the door without hitting my fence.
  - f) additional increase to already inflated tax values on adjacent properties
- 5) Property on the other side of me, 313 West Morse has a junkyard in the back that has been brought to the attention of the mayor, Charlie Keihne, as well as the code enforcement years ago. Police activity has been frequent through the years up to the present and has clearly been obviously visible to law enforcement. Refer to your map included in your notice to protest which has not been listed with house number 313 that also adjoins the property line to the above referenced cause. There again, the unsightly Junkyard is visible through the red overlay. I can not open my windows on that side of my house because of the dirt of frequent driving in and out too close to the property line (another violation) or open blinds with the ugly view presented to me or enjoy company in my backyard.

Please know Judy Feller has been a splendid neighbor through the years. I am sorry to not be able to engage in her request. It is imperative that I think of mine and my children's interest and well being for the environment of which we call home.

Respectfully,

Carrie pehl  
January 28-2026

**ORDINANCE NO. 2026 - 07**

**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 .493 ACRES LOCATED AT 707 N. MILAM STREET AND MORE FULLY DESCRIBED AS BEING A TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY TEXAS, BEING PART OF OUTLOT NO. 286 AS SAID OUTLOT IS SHOWN IN THE MAP OF FEDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; CHANGING SAID PROPERTY FROM SINGLE FAMILY RESIDENTIAL (R1) TO COMMERCIAL (C2); 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**, the City Council of the City heretofore adopted the Zoning Ordinance of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

**WHEREAS**, in accordance with the Zoning Ordinance an application for rezoning has been submitted for the lot REFERRED TO AS BEING A TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY TEXAS, BEING PART OF OUTLOT NO. 286 AS SAID OUTLOT IS SHOWN IN THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY; to change the zoning district of said lot from SINGLE FAMILY RESIDENTIAL (R1) to COMMERCIAL (C2); 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 THAT:**

**Section 1.**

Appendix B, "Zoning Ordinance," of the City of Fredericksburg Code of Ordinances is hereby amended on the hereinafter described property and area 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 REFERRED TO AS BEING A TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY TEXAS, BEING PART OF OUTLOT NO. 286 AS SAID OUTLOT IS SHOWN IN THE MAP OF FREDERICKSBURG, TEXAS, AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY;; and as additionally described by the legal description attached hereto as Exhibit A, to be and are hereby zoned and designated COMMERCIAL (C2).

**Section 2.**

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

**Section 3.**

The City Secretary is hereby directed to amend the official zoning map of the to reflect the changes in use approved herein.

**Section 4.**

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.**

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.**

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.**

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.**

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.**

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 17<sup>th</sup> day of February, 2026.

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Jeryl Hoover, Mayor

ATTEST:

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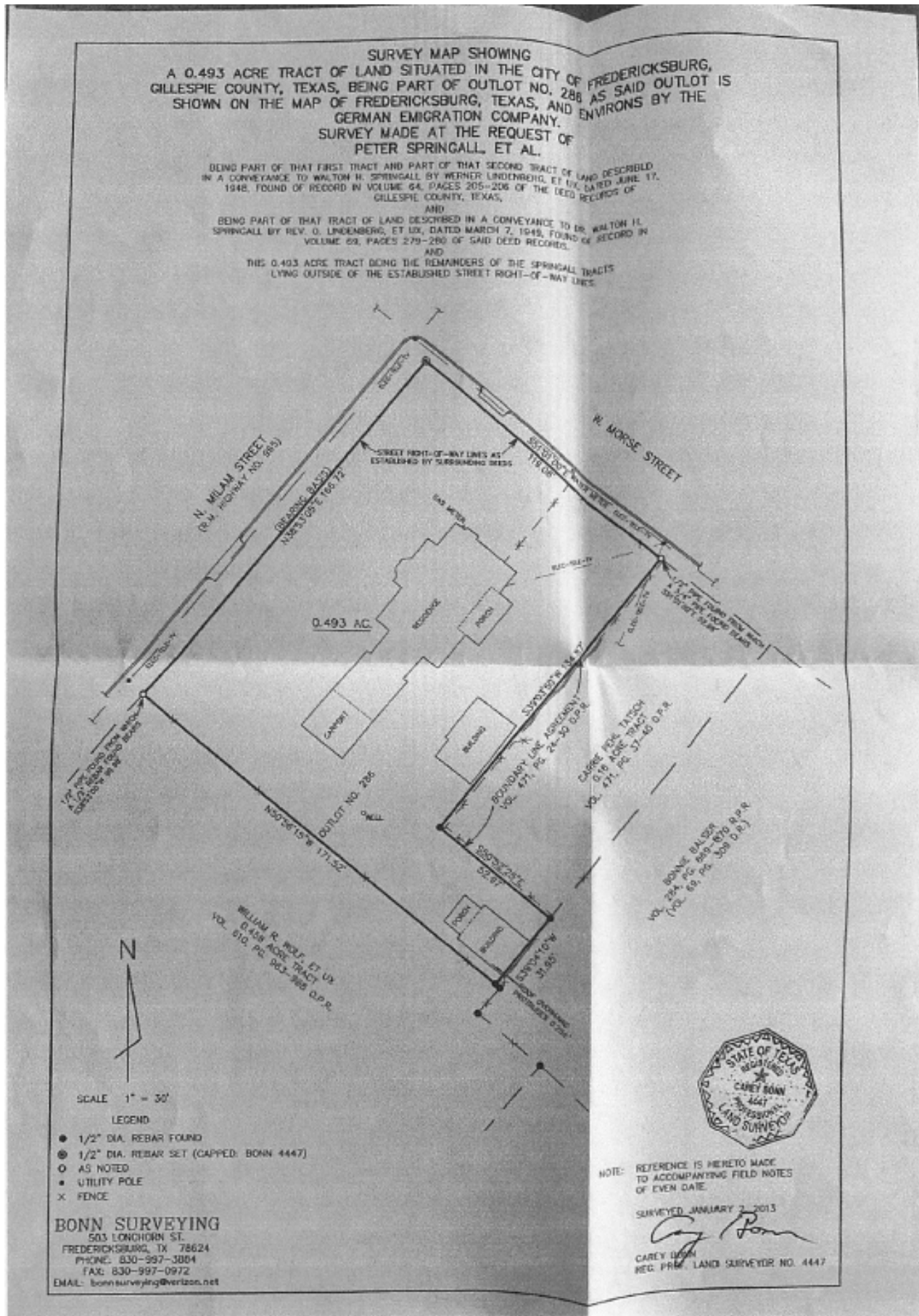
Letty Vacek, City Secretary

APPROVED AS TO FORM:

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Mick McKamie, City Attorney

# Exhibit A





## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** Development Services  
**TO:** Mayor & City Council Members  
**FROM:** Cliff Cross, Director of Development Services  
**MEETING DATE:** February 17, 2026

**CATEGORY:** ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

**CAPTION: Request Z-2523:** By P.V. McMinn with Nuvista Development LLC, to consider a Conditional Use Permit per Sec. 3.200 for a Townhome Use for Property Located at 1032 South Milam Street. (Cliff Cross, Director of Development Services)

- i Presentation by the Applicant
- ii Presentation by the Staff
- iii Hold Public Hearing
- iv Take Action - Approve Ordinance 2026-08 for the Conditional Use Permit (CUP)

### **SUMMARY:**

This development previously obtained a Conditional Use Permit for Condominiums and Townhomes in 2021 with conditions that included the requirement to obtain a Subdivision Waiver for the length of Crestview Circle, approval of a Site Plan and Plat, and the addition of sidewalks to connect the residential uses to commercial uses as well as review of the existing residence to determine historical significance. As the development did not start construction within 2 years as required by [Sec. 5.481](#), the Conditional Use Permit has expired. The applicant has since returned and submitted a Site Plan and Conditional Use Permit application requesting permission to construct a mixed-use development that would include Condominiums and Townhomes. .

The original proposed development included two lots, Lot 1R-2 focused on the development of Condominiums to include 32 units in 4, 2-story buildings totaling 32,000 sq ft. The Residential Condominiums would have provided amenities such as a tennis court, community center and pool as well as covered parking. In addition, a Professional Office building is proposed on the eastern portion of the lot.

Lot 1R-1 focused on the development of Townhomes to include 21 lots as well as a 11,600 sq ft, 2-story, Professional Office Building as well as the existing residence, which appears to have a square footage of 4,989 but the height of the structure was unknown.

The original proposal was presented to the Planning & Zoning Committee as well as City Council for multiple public hearings. City Council deferred and ultimately denied the application in November 2025.

Therefore, the application is back before the Planning and Zoning Committee to reconsider a new request that would include a proposed development that would result in the creation of 3 lots totaling approximately 14.25 Acres. This request is for the development of a 19-Unit Townhome Development on Lot 1R-1A.

As a result, of the creation of the out lots, the proposed Conditional Use Permit would only apply to Lot 1R-1A which is proposing the 19-Unit Townhome Development.

## **BACKGROUND:**

### **Lot 1R-1A Development Review**

**Site Area:** 4.87 Acres - 212,150 sq ft

**Zoning:** [C1, Neighborhood Commercial](#)

**Building Coverage:** 43% Proposed (50,800 sq ft) 55%/116,683 (Maximum)

**Impervious Coverage:** 55% Proposed (116,778 sq ft) 70% Maximum (148,505 sq ft)

**Heights:** 1 Story (16 ft) and 2 Stories (32 ft) - 3-Story Maximum (Maximum Building Height 3-stories / 38 feet)

**Access:** Lot 1R-1A does not have its own access, rather it shares 1 access point onto Keller Crossing Drive. and is a 46 ft-wide road called Highland Boulevard. Individual Townhome lots will have direct access to Crestview Circle along a 495 foot Cul-de-sac street.

**Parking:** 2 spaces per unit is required for the Townhome use (plus 2 spaces per unit if insufficient R.O.W exists to allow on-street parking), resulting in 76 required spaces.

*In reviewing the required number of spaces for the 19 townhomes staff verified the required parking ratio is 2 spaces per dwelling unit plus 2 spaces per insufficient ROW if it exists. As a result, the total townhome development would require 4 spaces per unit, totaling 76 spaces. It is staffs understanding that each unit provides 4 onsite spaces meeting that requirement. As a result, no on-street (ROW) parking would be required to meet this requirement. The applicant has identified that additional parallel offsite spaces are available.*

**Landscape and Screening:** Plans are required per Sec. 7.920 and should include One (1) tree per 75 LF required. Off-street parking should have ten (10) sq ft of interior landscaping for each parking space. A strip of land at least five (5) ft in depth located between the abutting right-of-way and the off-street parking areas or other vehicular area which is exposed to an abutting right-of-way shall be landscaped and include one (1) tree for each fifty (50) LF. In addition, a hedge wall, or other durable landscape barrier, of at least two (2) feet in height, shall be placed along the perimeter. Screening along the perimeter of the property is required per Sec. 7.940 (property line to the West) and screening of the dumpster is required per Sec. 7.980

**Public Hearing:** As part of the Public Hearing process, staff must notify all property owners who own property within 200 ft of the subject tract. Staff sent notices to property owners within 400 feet of the request which included previous neighborhood associations expressing interest in the proposal.

**[Sec. 5.460 - Review and Evaluation Criteria for Conditional Use Permits.](#)** Contains 13 items that must be considered when reviewing a Conditional Use Permit. please see the following:

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

Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, access and circulation features.

Potentially unfavorable affects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site for a permitted use.

Modifications (including variance from property development regulations) to the site plan which would result in increased compatibility, would mitigate potentially unfavorable impacts, would be necessary to conform to applicable regulations and standards and would protect the public health, safety, morals and general welfare.

Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area; existing zoning and land uses in the area.

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

Location, lighting, and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties.

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

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

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

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

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

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

### 2024 Comprehensive Plan

In 2024 the City of Fredericksburg adopted a new Comprehensive Plan that provides direction for requested development. This document speaks specifically to 7 items including Mobility and Small-Town Sensitive Growth.

In reviewing Mobility, guiding principles and strategies are provided to ensure the safety of vehicular, bicycle and pedestrian connectivity. Recommendations include complete streets (sidewalks, bicycle lanes and typical roadway) to promote safer mobility for all users, as well as transportation improvements which prioritize the safety, comfort, and connectivity of pedestrians and cyclists and ensure ADA accessibility for the entire community.

**FUNDING SOURCE:** NA

**FINANCIAL IMPACT:**  
NA

### **STAFF RECOMMENDATION:**

In reviewing the application, the staff reviewed and referenced the C1 zoning ordinance, Conditional Use Permit Review and Evaluation Criteria, individual Townhome Developments as well as the Comprehensive Plan. As part of our review, staff believes the development, as proposed, would provide for safe internal pedestrian and vehicular traffic. In addition, staff previously approached the HRB with the applicable concerns pertaining to the existing structure on the property. In initial discussions and evaluation, the staff's understanding is that although it is an old structure, there has been no determination of historical significance.

Furthermore, as the purpose of the Conditional Use Permit process is to encourage broad public review and evaluation of site development features and operating characteristics in order to ensure adequate mitigation of potentially unfavorable impacts, staff could only recommend approval of the Conditional Use Permit if potential unfavorable impacts have been addressed. In reviewing the request, and evaluating all potential concerns and potential impacts, staff recommends approval of the proposed Conditional Use Permit contingent upon prior application conditions being incorporated within the approval.

The Planning & Zoning Commission considered this request and no formal recommendation to approve or deny the request was obtained. As a result, there is no formal recommendation for approval or denial from the Planning and Zoning Commission.

---

### **COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Neighborhood Quality  
Mobility

**ATTACHMENTS:**

1. 1032 S Milam Notice Map
2. Keller Oaks Zoning Map
3. Z-2523\_1032 South Milam\_Keller Oaks\_CUP\_Redacted
4. Z-2523 - 1032 S. Milam \_ CUP\_Site Plan
5. Windcrest Recommended Conditions for NuVista's CUP
6. Approval letter - Kermit Sultemeier\_Redacted
7. Ordinance 2026-08 CUP Keller Oaks With Exhibits

**APPROVAL/REVIEW:**



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Cliff Cross, Director of Development Services

Date: February 09, 2026



---

Garret Bonn, Assistant City Manager

Date: February 09, 2026



---

William McKamie, City Attorney

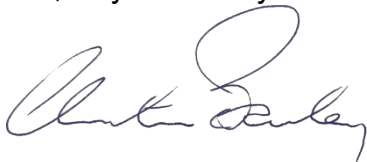
Date: February 10, 2026



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Leticia Vacek, City Secretary

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

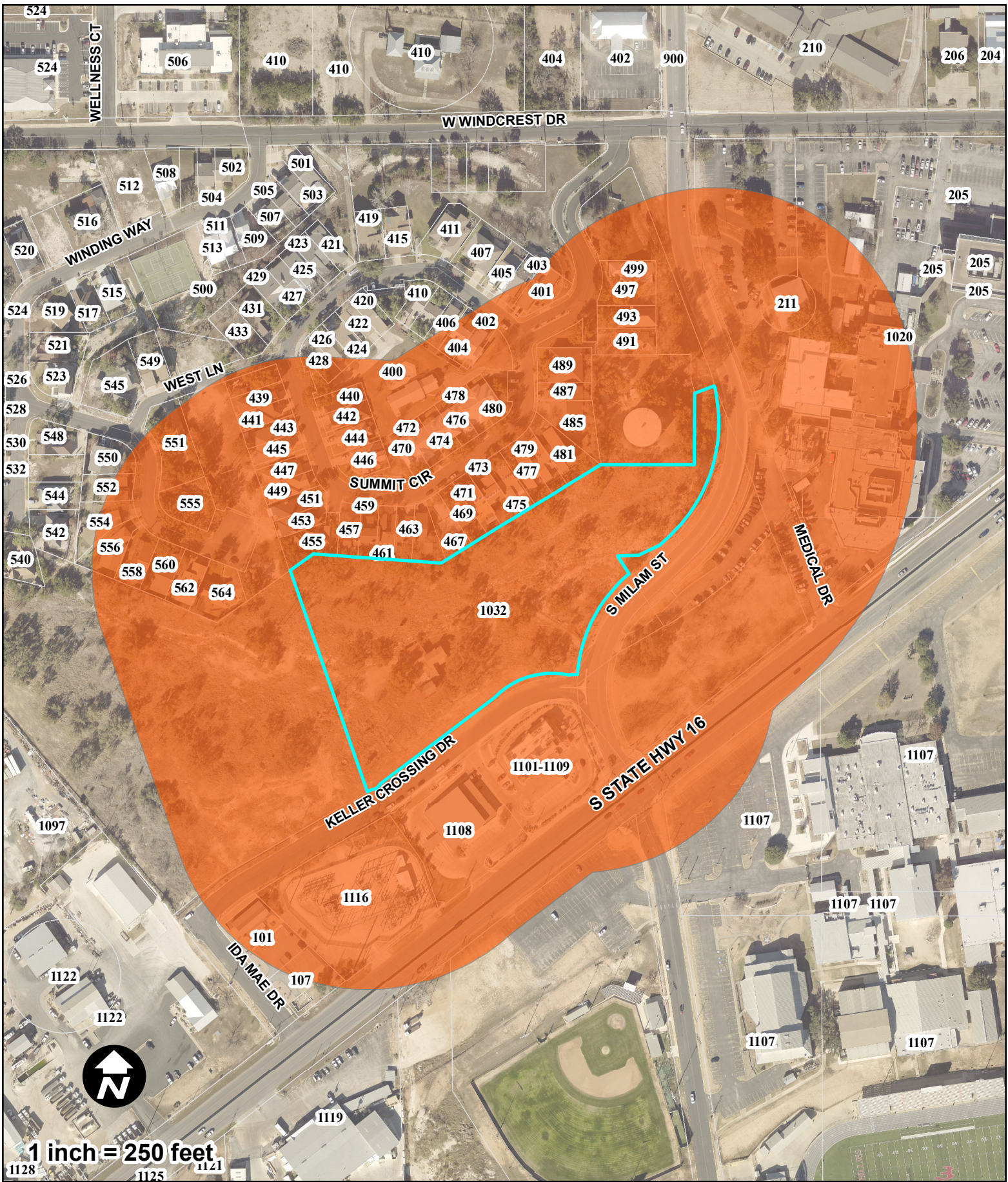
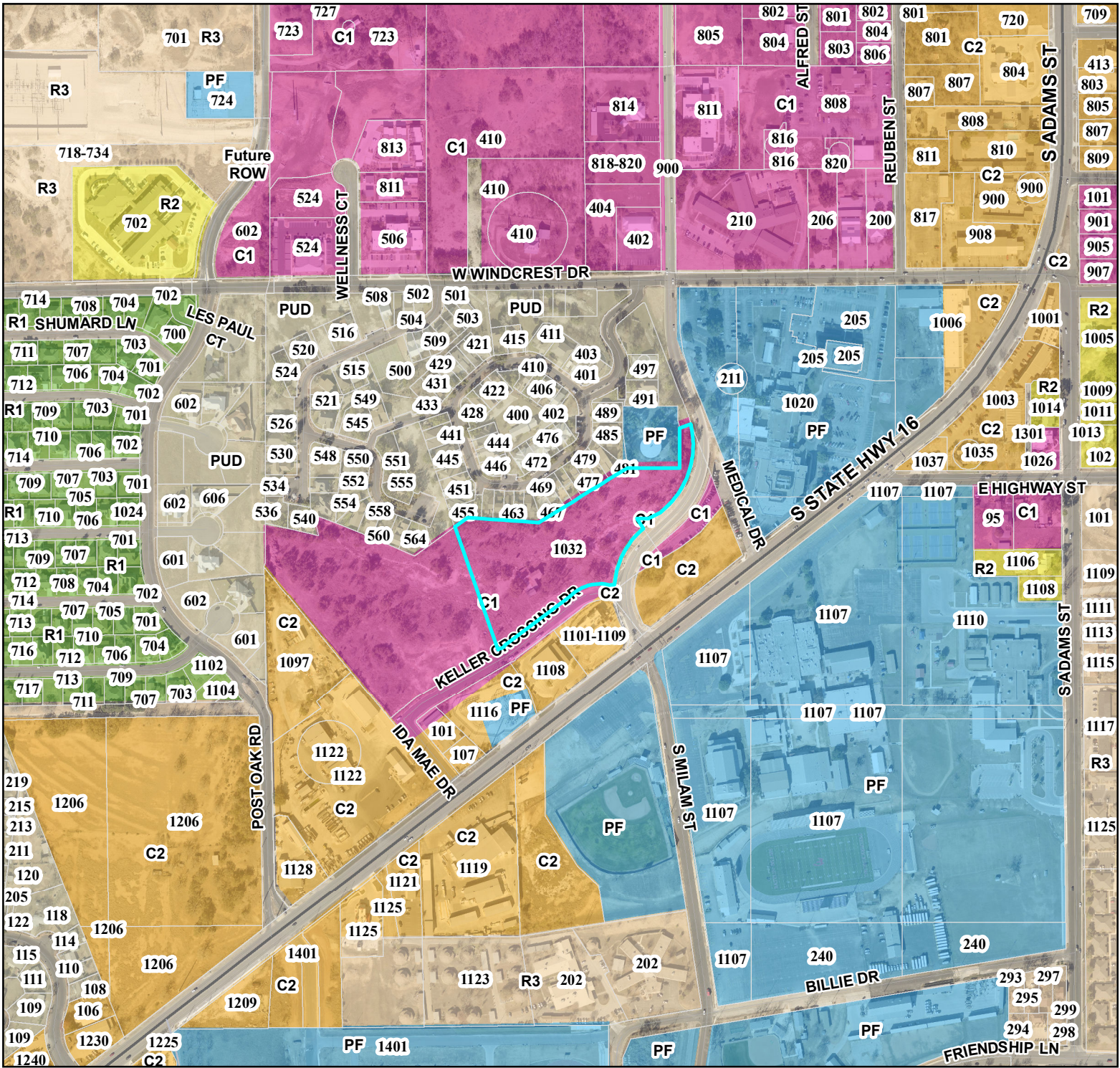


FIGURE 1  
 City of Fredericksburg  
 Z-2523 1032 S. Milam Street

LEGEND	
	400 Foot Buffer Radius
	GCAD Parcels



**LEGEND**

- GCAD Parcels
- PF - Public Facilities
- PUD - Planned Unit Development
- Zoning**
- R1 - Single Family Residential
- R1A - Single Family Residential - Small Lot
- R2 - Mixed Residential
- R3 - Multi-Family Residential
- R4 - Manufactured Home Residential
- R5 - Patio Home Residential
- ZONED**
- C1 - Neighborhood Commercial
- C1.5 - Medium Commercial
- C2 - Commercial
- CBD - Central Business District
- M1 - Light Manufacturing
- M2 - Medium Manufacturing
- M3 - Industrial Park
- OS - Open Space



**FIGURE 1**  
**City of Fredericksburg**  
**Z-2523 - 1032 S. Milam**



one  
12/19/25  
Accepted

**Zoning Application**

**City of Fredericksburg – Development Services Department**

**126 W. Main St, Fredericksburg, TX 78624**

**A. Project Information**

Project Name: Keller Oaks

Project Address: 1032 South Milam St.

Property Tax ID Numbers: \_\_\_\_\_

**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*

Feb P+Z

**C. Applicant/Owner Information - Property Owner**

Owner Name: NuVista Development, LLC ("NuVista")

Owner Address: [REDACTED]

Owner Phone Number: [REDACTED]

Owner Email Address: [REDACTED]

**D. Applicant**

Applicant Name: P. V. McMinn, Jr., Director of Operations, NuVista

Applicant Address: [REDACTED]

Applicant Phone Number: [REDACTED]

Applicant Email Address: [REDACTED]

**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: [REDACTED]

Printed Name: P. V. McMINN, JR.

Staff Use Only      Application Number: Z-2523      Date: 12/26/25

[REDACTED]

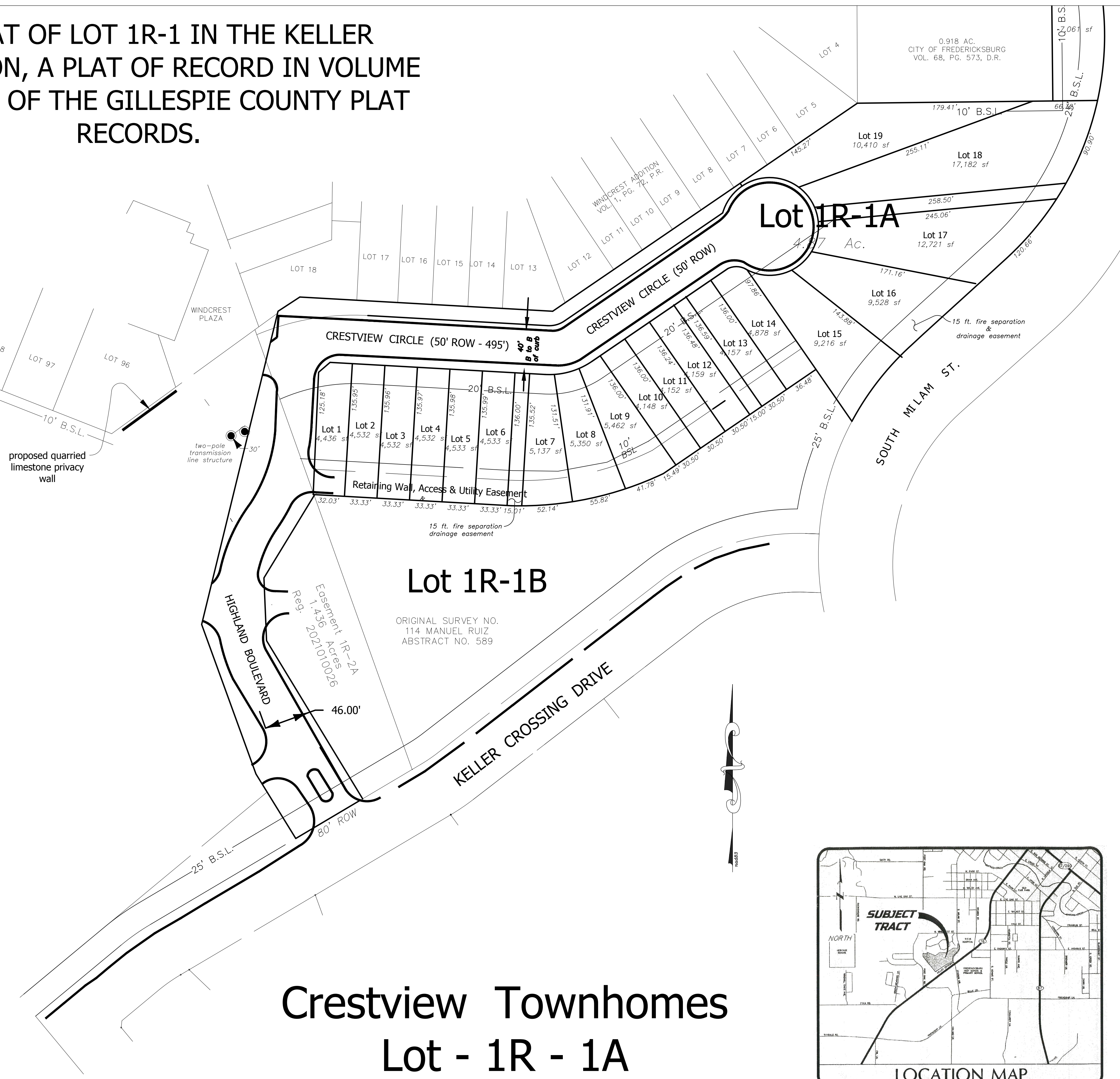
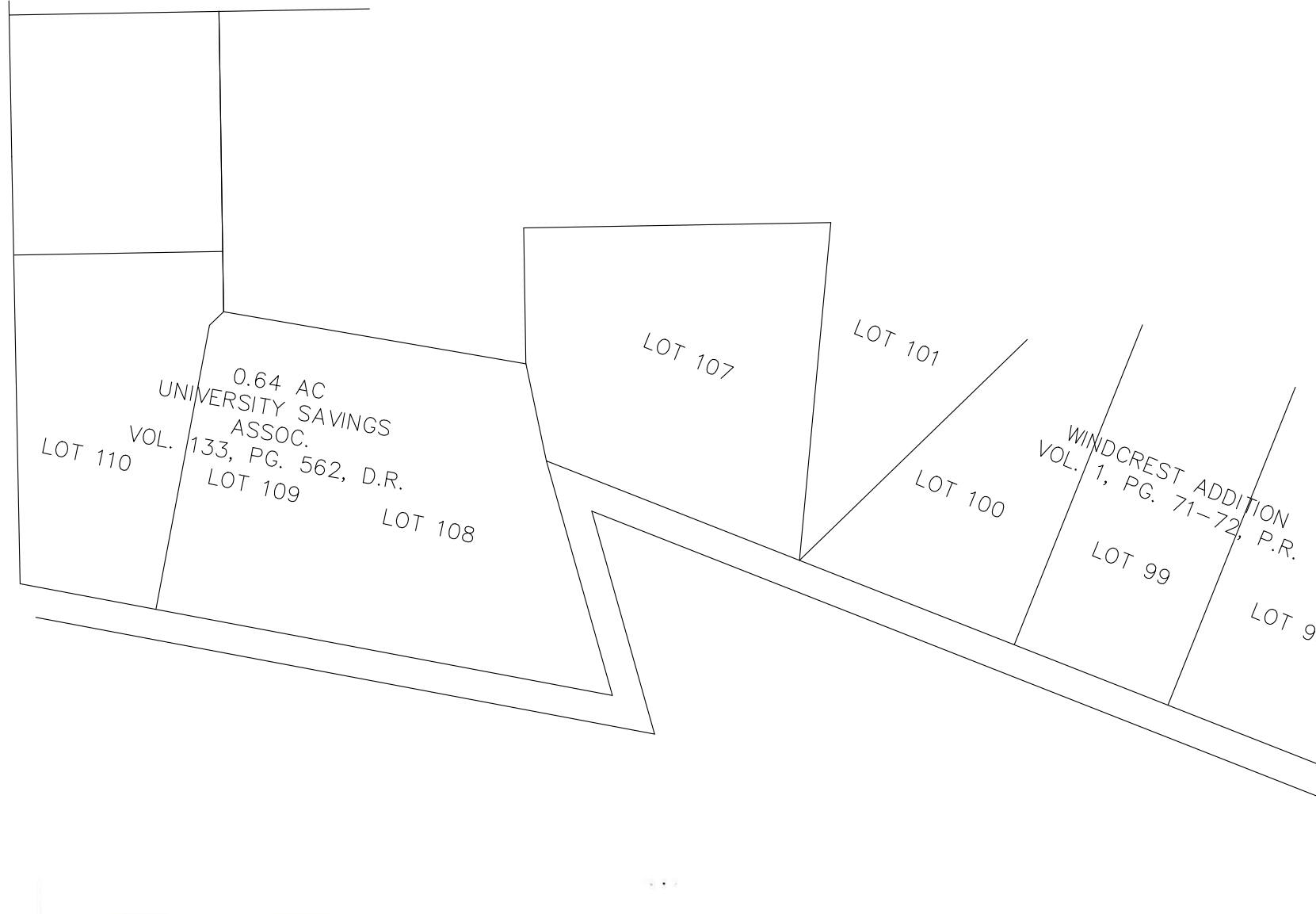
I hereby acknowledge that the items listed above are included with this submittal and that any items not included with this application will result in this application being deemed incomplete and returned without review or scheduled for the upcoming meeting dates.

Owner/Agent:  \_\_\_\_\_  
Date:  \_\_\_\_\_

Printed Name: P. V. McMINN, JR. \_\_\_\_\_

# A REPLAT OF LOT 1R-1 IN THE KELLER SUBDIVISION, A PLAT OF RECORD IN VOLUME 6, PAGE 88 OF THE GILLESPIE COUNTY PLAT RECORDS.

FOR THE PURPOSE OF INTERIM REVIEW, IT IS NOT TO BE USED FOR PERMITTING, BIDDING OR CONSTRUCTION.  
 Sole: Allen Sultemeier, PE, RPLS  
 Registration No. 77092  
 PLS Registration No. 4542  
 June, 2022  
 PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.



**PROPERTY DEVELOPMENT DATA PROPOSED LOT 1R-1A  
KELLER SUBDIVISION ~ A MIXED USE DEVELOPMENT**

**PROJECT DESCRIPTION:**

- REQUEST FOR CONDITIONAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF TOWNHOMES ON THE PROPERTY CURRENTLY ZONED C-1, NEIGHBORHOOD COMMERCIAL.
- NINETEEN (19) TOWNHOMES ("CRESTVIEW TOWNHOMES") ARE TO BE SITED ON THE NORTHERN PORTION OF LOT 1R-1 ALONG A NEW PROPOSED CUL-DE-SAC STREET ("CRESTVIEW CIRCLE").
- CRESTVIEW TOWNHOMES WILL BE ARRANGED IN FOUR (4) SEPARATE, STAND-ALONE, CLUSTER BUILDINGS EACH NOT TO EXCEED 200' IN LENGTH OR COMPRISE LESS THAN FOUR (4) DWELLING UNITS EACH. (Sec. 7.610, - Townhouse and Condominium Standards.
- THE INDIVIDUAL UNITS IN EACH SEPARATE CLUSTER BUILDING WILL BE EQUIPPED WITH RESIDENTIAL FIRE SPRINKLER SYSTEMS AND SEPERATED FROM ADJOINING UNITS WITH 2 HR FIRE WALLS PER CURRRENT BUILDING & FIRE SAFETY CODES.
- THE TOWNHOMES FACING WINDCREST WILL BE A SPLIT LEVEL DESIGN WITH 1 STORY FRONT ELEVATIONS AND 2 STORY ELEVATIONS FACING SOUTHWARD.
- CONSTRUCTION WILL BE CONVENTIONAL WOOD FRAME WITH EXTERIOR FINISHES INCLUDING BUT NOT LIMITED TO LIMESTONE VENEER, CONVENTIONAL STUCCO, ARCHITECTURAL PANELING, TRADITIONAL WOOD SIDING, GLASS, AND STANDING SEAM METAL AND SINGLE PLY (TPO) ROOFS.
- IT IS ANTICIPATED THAT A PORTION OF THE TOWNHOMES WILL BE PRE-SOLD AND THEREFORE CUSTOM DESIGNS WILL PERHAPS REQUIRE MINOR REPLATS TO REVISE LOT WIDTHS.

**ADDRESS:** 1032 SOUTH MILAM

**LEGAL DESCRIPTION:** LOT NO. 1R-1, KELLER SUBDIVISION, SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 6, PAGE 88, PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

**ZONED:** C-1: NEIGHBORHOOD COMMERCIAL.

**REQUEST FOR CONDITIONAL USE:** "APPLICATION FOR CONDITIONAL USE PERMIT" TO ALLOW TOWNHOMES.

**LOT SIZE: (EXISTING):** LOT 1R-1 - 7.02AC (305,791 SF) / PROPOSED LOT 1R-1A - 4.87AC (212,150 SF)

**MINIMUM SETBACKS:** FRONT YARD - 20 FEET ..... PROPOSED: 20 FEET / 25' TO CURB  
 INTERIOR SIDE YARD - 7 1/2 FEET ..... PROPOSED: 7 1/2 FEET x 2 = 15' FIRE SEPERATION BETWEEN SEPARATE CLUSTER BUILDINGS  
 REAR YARD - 10 FEET ..... PROPOSED: VARIES - 20'  
 ALL FRONT YARD, SIDE YARD, & REAR YARD SETBACKS WILL ULTIMATELY MEET OR EXCEED MINIMUM SETBACK REQUIREMENTS AS STIPULATED IN SEC. 7.610.

**MAX BUILDING HEIGHT:** MAXIMUM - 3 STORIES, 38 FEET ..... PROPOSED: 1 STORY NORTH ELEVATION 16' MAX 2 STORY SOUTH ELEVATION 32' MAX

**BUILDING LENGTH:** THE TOTAL LENGTH OF EACH OF FOUR (4) SEPARATE CLUSTER BUILDINGS SHALL NOT EXCEED THE 200' MAXIMUM BLDG LENGTH. :

**PARKING:** REQUIRED - 4 SPACES PER UNIT PROPOSED: 19 UNITS x 4 + PARALLEL SPACES\*\*  
 \*\* ALL PARKING & DRIVEWAYS SHALL MEET OR EXCEED THE REQUIREMENTS AS STIPULATED UNDER SEC. 7.863 - TOWNHOMES - 4 SPACES PER DWELLING UNIT - \*\* 40' WIDE CRESTVIEW CIRCLE WILL ALLOW ADDITIONAL ON-STREET PARKING.

**LIGHTING:** STREET LIGHTING SHALL BE FIXTURES AS PROVIDED BY FREDERICKSBURG ELECTRIC DEPARTMENT OR OTHER FIXTURES AS APPROVED. ANY OTHER LIGHT FIXTURES SHALL BE SELECTED FROM APPROVED DA LIST AND WILL BE COMPLIANT WITH ARTICLE XV, OUTDOOR LIGHTING. THE REQUIRED QUANTITY AND LOCATION OF LIGHT FIXTURES WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

**DENSITY SUMMARY (by Type of Unit - Sec. 7.610, - Townhouse and Condominium Standards)**

TYPE UNIT	#UNITS	REQD. SQ. FT. LAND PER UNIT	TOTAL REQD. AREA
3 BEDROOM	4	3,500 SF =	14,000 SQ. FT
4 BEDROOM	5 (7)	4,000 SF =	20,000 SQ. FT
<b>TOTAL REQUIRED LAND AREA</b>			<b>69,000 SQ. FT</b>
PROPOSED DENSITY (by Type of Unit - % Of Total Land Area)			32.5 % of Total Land Area
PROPOSED DENSITY (by Type of Unit - % Of Total Land Area)			25 % Density

**BUILDING COVER (Sec. 7.610):** MAXIMUM 55% (116,683 SF)..... PROPOSED: 50,800 SF - 43.54% of Total Land Area

**IMPERVIOUS COVER (Sec. 7.61):**  
 Total All Impervious Cover  
 Including Streets, Sidewalks, Buildings & Driveways: -  
 MAXIMUM 70% (148,505 SF)..... PROPOSED: 116,778 SF - 55.05% of Total Land Area

**PERVIOUS COVER:** PROPOSED: 95,372 SF - 44.04% of Total Land Area

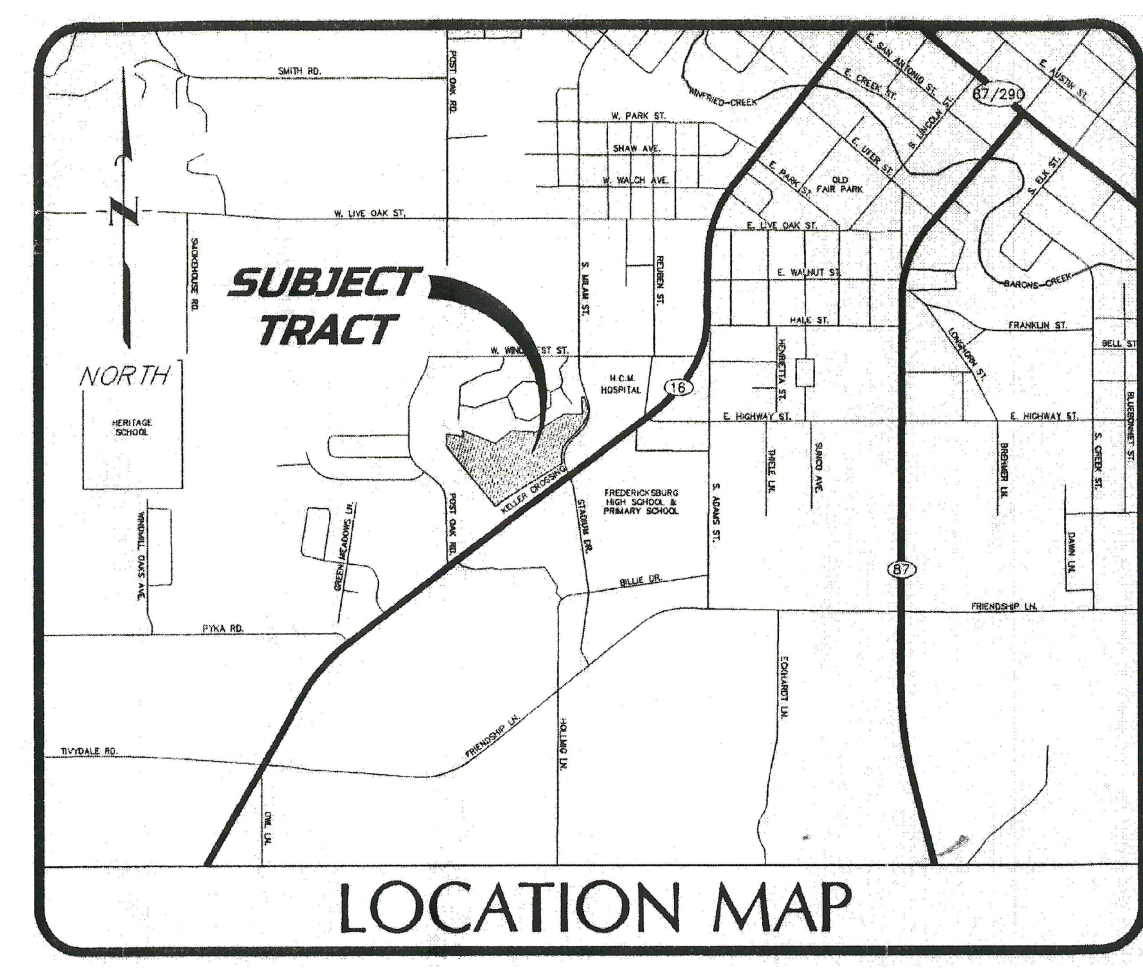
**LANDSCAPED AREA:** Including undisturbed buffer PROPOSED: 95,372 SF - 44.04% of Total Land Area

**LANDSCAPE & SCREENING:** LANDSCAPE WILL BE IN COMPLIANCE WITH ALL CODE REQUIREMENTS AS STIPULATED UNDER SEC. 7.940 & SEC. 7.980. SOME EXISTING TREES THAT MUST BE REMOVED FOR DEVELOPMENT OF THE PROPERTY MAY BE TRANSPLANTED IF POSSIBLE. OTHERWISE, NEW TREES AND SHRUBBERY WILL BE PLANTED TO COMPLETE THE LANDSCAPE AS REQUIRED TO MEET OR EXCEED CODE. A DETAILED LANDSCAPE PLAN WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

**SCREENING:** SCREENING WILL BE IN COMPLIANCE WITH CODE REQUIREMENTS AS STIPULATED UNDER SEC. 5-425. - SCREENING REQUIREMENTS AND STANDARDS.

**ALL USES PROPOSED LOT 1R-1A:** TOWNHOMES AND STREETS INCLUDING LANDSCAPE, AN UNDISTURBED BUFFER, ALL REQUIRED RETAINING WALL EASEMENTS AND MAINTAINANCE, STORM SEWER, SANITARY SEWER & ACCESS EASEMENTS. ...

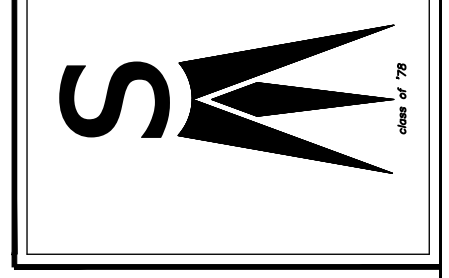
## Crestview Townhomes Lot - 1R - 1A



TBPELS  
Engineering Firm  
F-10608

TBPELS  
Surveying Firm  
100930-00

**SULTEMEIER  
SURVEYING & ENGINEERING**  
 Boundary-Title-Topographic-Construction Surveys  
 Engineering-501 West Main, Suite 102  
 Fredericksburg, Texas 78824  
 (830) 890-1221  
 Copyright © 2022 All Rights Reserved  
 sultemeiersurveying.com



**A Replat of Lots 1R-1  
KELLER SUBDIVISION**  
 Gillespie County, TX

NOT PUBLISHED. ALL RIGHTS RESERVED BY ENGINEER. DRAWINGS AND PROGRAMS ARE DOCUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ENGINEER. DOCUMENTS SHALL NOT BE COPIED BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CORRELATING DIMENSIONS AT JOB SITE. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEASUREMENTS, DIMENSIONS, QUANTITIES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE PROJECT.

PROJECT: 6800  
 DATE: 2020-2021-2025

REVISIONS:  
 Item/Date/Description

SHEET TITLE  
 A Replat of Lot 1R-1

SHEET NUMBER  
 1

# Windcrest Patio Homes Homeowners Association - Requested Conditions

21 January 2026

## **Recommended Conditions for NuVista CUP**

1. Require a 20 foot wide buffer zone between the NuVista Keller Oaks Project, on the one hand, and the properties of Windcrest Townhomes, on the other hand. (Note: NuVista's most recent plan shows that Lot 119 does not provide a 20 foot buffer zone.)
2. Require an easement for maintenance and repair of the retaining wall of Windcrest Townhomes. (Note: NuVista's most recent plan shows that Lot 119 does not appear to provide for that.)
3. Require a construction workday from 7:00am to 7:00pm.
4. Allow the City to have a say in which trees will be preserved, either through removal to another location on Keller Oaks or where they stood originally.
5. Require completion of the first block of 6 luxury town homes before attempting to sell the others that have yet to be built.
6. Require NuVista to submit to the city factual financial records that will provide ample assurances that NuVista has the financial wherewithal to complete the proposed luxury town homes of the Keller Oaks Project.

**From:** Kermit Sultemeier <ksultemeier@netzero.com>

**To:** [REDACTED]

**Bcc:** [REDACTED]

**Sent:** Thu, Feb 05, 2026 09:28 PM

**Subject:** CUP #Z-2523 New Vista Development LLC & Parking meters

---

Dear Mayor and Council Members:

Please approve the CUP for the 19 town home lots on the former Keller property. I live in the Windcrest Patio Home HOA and believe that the plan presented to you is acceptable to both of the HOA's that border the property. The HOA's have objected to various things in the previous CUP requests. No objections to the CUP were raised at the P&Z meeting on the 4th and I believe that we all welcome Million Dollar town homes as the developer plans.

I also urge you to reconsider the use of parking meters on Main and many of the side streets as a way to raise money and reduce congestion. Price the meters so that folks working on Main will walk a few blocks to avoid 50 cent to a dollar an hour or more for parking.

It may take a few parking spaces but is there any way to have loading/unloading zones in the middle of blocks where there are restaurants and other frequently visited stores? Some of us can't find handicap parking and need to be unloaded near the front of the place we are trying to get to which blocks traffic.

Golf course is looking great. Thanks for trimming the trees and removing the dead ones.

I appreciate your service to the City by serving on the Council

[REDACTED]

Kermit Sultemeier

[REDACTED]

**ORDINANCE NO. 2 0 2 6 - 08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING APPENDIX B, "ZONING ORDINANCE" OF THE FREDERICKSBURG MUNICIPAL CODE, AS AMENDED, BY GRANTING A CONDITIONAL USE PERMIT PERMITTING A CONDOMINIUM/TOWNHOME USE ON CERTAIN PROPERTY LOCATED AT 1032 MILAM STREET , FREDERICKSBURG, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, certified 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 public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

**WHEREAS**, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a Conditional Use Permit for a "Condominium / Townhome Use" within a C1, Neighborhood Commercial zoning district; 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**, all requirements of law dealing with notice to other property owners, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

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

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

**Section 1.**

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

**Section 2.**

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

Applicant: NuVista Development, LLC

Property Owner: NuVista Development, LLC

Property Address: 1032 South Milam, Fredericksburg, TX 78624

Legal Description: Lot 1R-1 IN THE KELLER SUBDIVISION, A PLAT OF RECORD IN VOLUME 6, PAGE 88 OF THE GILLESPIE COUNTY PLAT OF RECORDS.

Zoning Change: The property shall remain located in the C1 Neighborhood Commercial zoning district, and a Conditional Use Permit for a "Condominium / Townhome Use" is hereby granted subject to the terms and conditions provided herein and specific to the 4.87 acre tract identified as Lot 1R-1A and attached as Exhibit A and per the conditions identified within attached Exhibit B.

**Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

This Ordinance shall be cumulative of all other provisions of ordinances of the City of 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 ordinance 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 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 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 10.**

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 17<sup>th</sup> day of February, 2026.

---

Jeryl Hoover, Mayor

ATTEST:

---

Letty Vacek, City Secretary

APPROVED AS TO FORM:

---

Mick McKamie, City Attorney

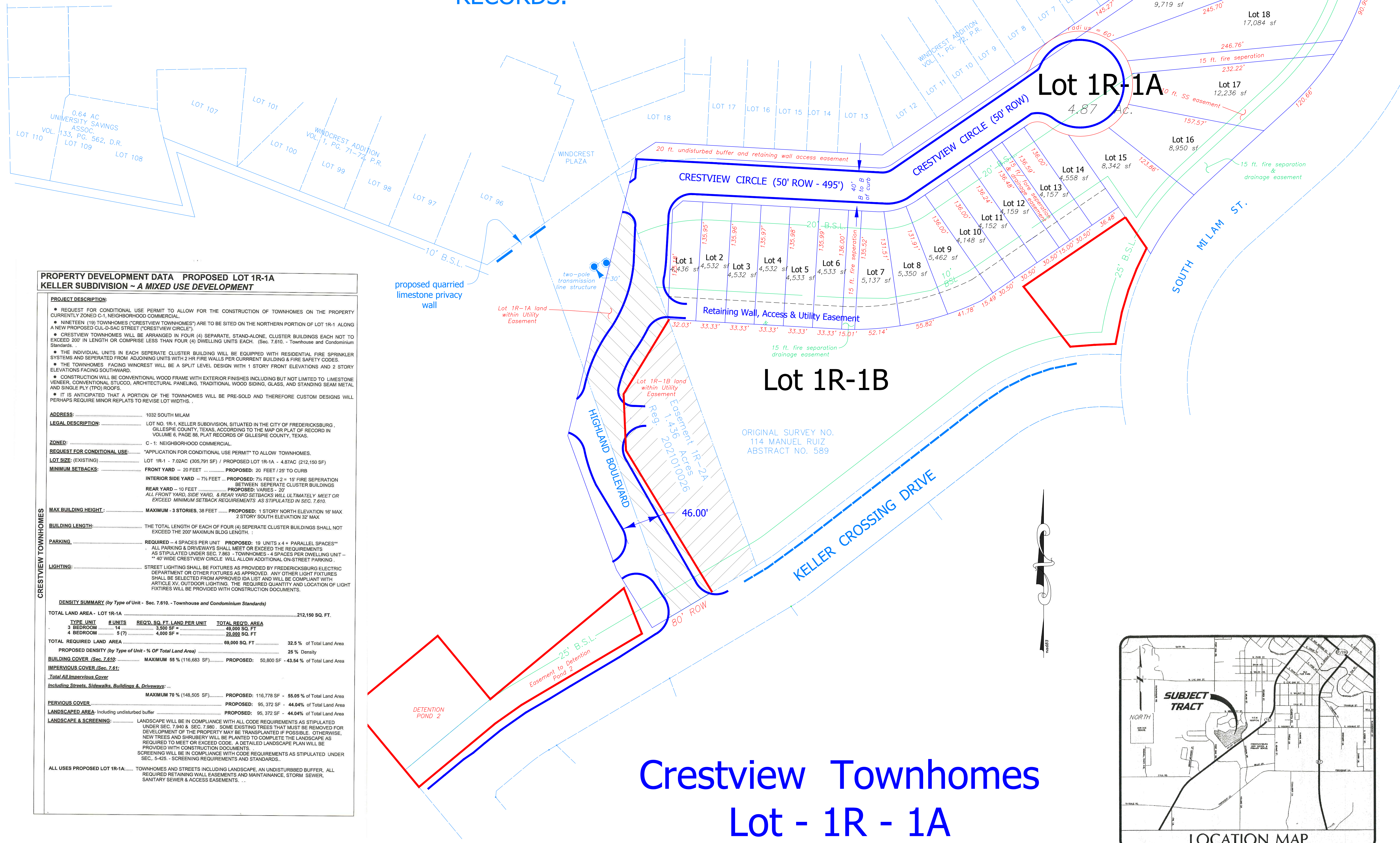
# "Exhibit A"

## A REPLAT OF LOT 1R-1 IN THE KELLER SUBDIVISION, A PLAT OF RECORD IN VOLUME 6, PAGE 88 OF THE GILLESPIE COUNTY PLAT RECORDS.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW. IT IS NOT TO BE USED FOR PERMITTING, BIDDING OR CONSTRUCTION.

Date: Allen Sultemeier, PE, RPLS  
PE Registration No. 77092  
RPLS Registration No. 4542  
June, 2022

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.



### PROPERTY DEVELOPMENT DATA PROPOSED LOT 1R-1A KELLER SUBDIVISION - A MIXED USE DEVELOPMENT

**PROJECT DESCRIPTION:**

- REQUEST FOR CONDITIONAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF TOWNHOMES ON THE PROPERTY CURRENTLY ZONED C-1, NEIGHBORHOOD COMMERCIAL.
- NINETEEN (19) TOWNHOMES ("CRESTVIEW TOWNHOMES") ARE TO BE SITED ON THE NORTHERN PORTION OF LOT 1R-1 ALONG A NEW PROPOSED CUL-DE-SAC STREET ("CRESTVIEW CIRCLE").
- CRESTVIEW TOWNHOMES WILL BE ARRANGED IN FOUR (4) SEPARATE, STAND-ALONE, CLUSTER BUILDINGS EACH NOT TO EXCEED 200' IN LENGTH OR COMPRISE LESS THAN FOUR (4) DWELLING UNITS EACH. (Sec. 7.610 - Townhouse and Condominium Standards.
- THE INDIVIDUAL UNITS IN EACH SEPARATE CLUSTER BUILDING WILL BE EQUIPPED WITH RESIDENTIAL FIRE SPRINKLER SYSTEMS AND SEPERATED FROM ADJOINING UNITS WITH 2 HR FIRE WALLS PER CURRENT BUILDING & FIRE SAFETY CODES.
- THE TOWNHOMES FACING WINDCREST WILL BE A SPLIT LEVEL DESIGN WITH 1 STORY FRONT ELEVATIONS AND 2 STORY ELEVATIONS FACING SOUTHWARD.
- CONSTRUCTION WILL BE CONVENTIONAL WOOD FRAME WITH EXTERIOR FINISHES INCLUDING BUT NOT LIMITED TO LIMESTONE VENEER, CONVENTIONAL STUCCO, ARCHITECTURAL PANELING, TRADITIONAL WOOD SIDING, GLASS, AND STANDING SEAM METAL AND SINGLE PLY (TPO) ROOFS.
- IT IS ANTICIPATED THAT A PORTION OF THE TOWNHOMES WILL BE PRE-SOLD AND THEREFORE CUSTOM DESIGNS WILL PERHAPS REQUIRE MINOR REPLATS TO REVISE LOT WIDTHS.

**ADDRESS:** 1032 SOUTH MILAM

**LEGAL DESCRIPTION:** LOT NO. 1R-1, KELLER SUBDIVISION, SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 6, PAGE 88, PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

**ZONED:** C-1: NEIGHBORHOOD COMMERCIAL

**REQUEST FOR CONDITIONAL USE:** "APPLICATION FOR CONDITIONAL USE PERMIT" TO ALLOW TOWNHOMES.

**LOT SIZE (EXISTING):** LOT 1R-1 - 7.02AC (305,791 SF) // PROPOSED LOT 1R-1A - 4.87AC (212,150 SF)

**MINIMUM SETBACKS:** FRONT YARD - 20 FEET ..... PROPOSED: 20 FEET / 25' TO CURB  
INTERIOR SIDE YARD - 7 1/2 FEET ..... PROPOSED: 7 1/2 FEET x 2 = 15' FIRE SEPERATION BETWEEN SEPERATE CLUSTER BUILDINGS  
REAR YARD - 10 FEET ..... PROPOSED: VARIES - 20'

**MAX BUILDING HEIGHT:** MAXIMUM - 3 STORIES, 38 FEET ..... PROPOSED: 1 STORY NORTH ELEVATION 16' MAX 2 STORY SOUTH ELEVATION 32' MAX

**BUILDING LENGTH:** THE TOTAL LENGTH OF EACH OF FOUR (4) SEPARATE CLUSTER BUILDINGS SHALL NOT EXCEED THE 200' MAXIMUM BLDG LENGTH.

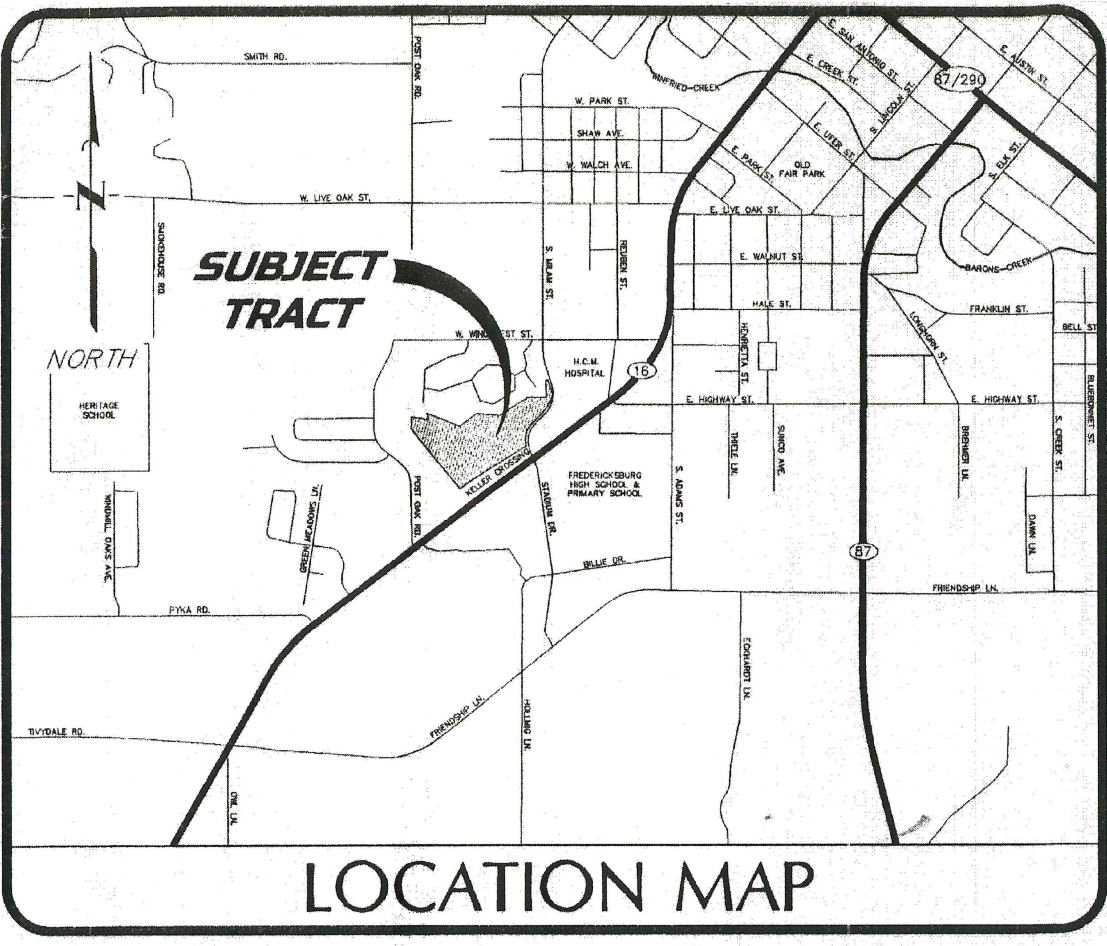
**PARKING:** REQUIRED - 4 SPACES PER UNIT ..... PROPOSED: 19 UNITS x 4 = PARALLEL SPACES\*\*  
ALL PARKING & DRIVEWAYS SHALL MEET OR EXCEED THE REQUIREMENTS AS STIPULATED UNDER SEC. 7.663 - TOWNHOMES - 4 SPACES PER DWELLING UNIT - 40' WIDE CRESTVIEW CIRCLE WILL ALLOW ADDITIONAL ON-STREET PARKING.

**LIGHTING:** STREET LIGHTING SHALL BE FIXTURES AS PROVIDED BY FREDERICKSBURG ELECTRIC DEPARTMENT OR OTHER FIXTURES AS APPROVED. ANY OTHER LIGHT FIXTURES SHALL BE SELECTED FROM APPROVED DA LIST AND WILL BE COMPLIANT WITH ARTICLE XV, OUTDOOR LIGHTING. THE REQUIRED QUANTITY AND LOCATION OF LIGHT FIXTURES WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

**DENSITY SUMMARY (by Type of Unit - Sec. 7.610 - Townhouse and Condominium Standards)**

TOTAL LAND AREA - LOT 1R-1A				212,150 SQ. FT.
TYPE UNIT	# UNITS	REQ'D SQ. FT. LAND PER UNIT	TOTAL REQ'D AREA	
3 BEDROOM	14	3,500 SF	49,000 SQ. FT.	
4 BEDROOM	5 (7)	4,000 SF	20,000 SQ. FT.	
TOTAL REQUIRED LAND AREA				69,000 SQ. FT.
PROPOSED DENSITY (by Type of Unit - % Of Total Land Area)				32.5 % of Total Land Area
BUILDING COVER (Sec. 7.610: MAXIMUM 95% (116,683 SF)..... PROPOSED:				25 % Density
IMPERVIOUS COVER (Sec. 7.611: MAXIMUM 70% (148,905 SF)..... PROPOSED:				55.05 % of Total Land Area
PERVIOUS COVER				44.04% of Total Land Area
LANDSCAPED AREA: Including undisturbed buffer				44.04% of Total Land Area
LANDSCAPE & SCREENING: LANDSCAPE WILL BE IN COMPLIANCE WITH ALL CODE REQUIREMENTS AS STIPULATED UNDER SEC. 7.290 & SEC. 7.980. SOME EXISTING TREES THAT MUST BE REMOVED FOR DEVELOPMENT OF THE PROPERTY MAY BE TRANSPLANTED IF POSSIBLE. OTHERWISE, NEW TREES AND SHRUBBERY WILL BE PLANTED TO COMPLETE THE LANDSCAPE AS REQUIRED TO MEET OR EXCEED CODE. A DETAILED LANDSCAPE PLAN WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.				
SCREENING WILL BE IN COMPLIANCE WITH CODE REQUIREMENTS AS STIPULATED UNDER SEC. 5-425 - SCREENING REQUIREMENTS AND STANDARDS...				
ALL USES PROPOSED LOT 1R-1A: TOWNHOMES AND STREETS INCLUDING LANDSCAPE, AN UNDISTURBED BUFFER, ALL REQUIRED RETAINING WALL EASEMENTS AND MAINTAINANCE, STORM SEWER, SANITARY SEWER & ACCESS EASEMENTS. ...				

## Crestview Townhomes Lot - 1R - 1A



TBPELS Engineering Firm F-10608

TBPELS Surveying Firm 100930-00

**SULTEMEIER SURVEYING & ENGINEERING**  
Boundary, Title, Topographic, Plat, Construction, Surveying, Engineering, and Planning Services  
501 West Main, Suite 102  
Fredericksburg, Texas 78624  
(817) 991-2222  
Copyright © 2022 All Rights Reserved  
sultemeiersurveying.com

A Replat of Lots 1R-1 KELLER SUBDIVISION  
Gillespie County, TX

NOT PROVIDED: ALL RIGHTS RESERVED BY ENGINEER, ARCHITECT AND SPECIFICATIONS ARE DOCUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ENGINEER, ARCHITECT OR ARCHITECT. ANY USE OF THESE DOCUMENTS FOR ANY OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COUNTERSIGNATURE TO THE ENGINEER, ARCHITECT OR ARCHITECT IS PROHIBITED. THE ENGINEER, ARCHITECT OR ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR SAFETY PRECAUTIONS AND PROVISIONS IN CONNECTION WITH THE PROJECT.

PROJECT: 6800  
DATE: 2020-2021-2025

REVISIONS:  
Item/Date/Description

SHEET TITLE  
A Replat of Lot 1R-1

SHEET NUMBER  
1

# "Exhibit B"

## **Recommended Conditions for NuVista CUP**

1. Require a 20 foot wide buffer zone between the NuVista Keller Oaks Project, on the one hand, and the properties of Windcrest Townhomes, on the other hand.
2. Require an easement for maintenance and repair of the retaining wall of Windcrest Townhomes.
3. Require a construction workday from 7:00am to 7:00pm.
4. Allow the City to have a say in which trees will be preserved, either through removal to another location on Keller Oaks or where they stood originally.
5. 90 Day Plat Submittal Timeframe



## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** Development Services  
**TO:** Mayor & City Council Members  
**FROM:** Cliff Cross, Director of Development Services  
**MEETING DATE:** February 17, 2026

**CATEGORY:** ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

**CAPTION:** **Request Z-2602:** Proposed text amendments to the City's Zoning Code Regarding The Reapplication Timeline for Zoning Amendments and Conditional Use Permits. The proposed text amendments are for section 5.270 (Action by the City Council) and Section 5.470 (Actions by the City Council). (Cliff Cross, Director of Development Services)

- i Presentation by the Staff
- ii Hold Public Hearing
- iii Take Action - Approve Ordinance 2026-09 for the Text Amendment

### **SUMMARY:**

Staff is proposing text amendments to the reapplication timeframe associated with rezoning requests and conditional use permits. The zoning ordinance currently does not restrict the reapplication timeframe when an application is denied. The proposed amendments pertain to **section 5.270** for rezoning requests and **section 5.470** for conditional use permit requests and are as follows:

#### **Section 5.270,**

*No application for a zoning change, including the establishment of a planned development district, for property which includes all or part of the same property which was described in a previously denied application for a zoning change, shall be accepted by the department earlier than one year after the date of final action on the prior application, unless:*

- 1) The Director of Planning and Building determines the use for which the new application is made is not the same or a similar use to that proposed in the previously denied application; or*
- 2) The Director of Planning and Building determines that conditions relating to the property adjacent to the property which was the subject of the previously denied application have substantially changed, in which case a six-month waiting period shall be imposed from the date of the final action of the city council on the prior application, until a new application can be filed.*

#### **Subsequent applications.**

- 1) When an application has been withdrawn. An application for a zoning change, including the establishment of a planned development district, may be withdrawn at any time. If the application has been advertised in compliance with state law, an application requesting substantially the same rezoning request on all or part of the same described land shall not be reconsidered within six (6) months of withdrawal.*

#### **Section 5.470**

No application for a conditional use permit, for property which includes all or part of the same property which was described in a previously denied application for a conditional use permit, shall be accepted by the department earlier than one year after the date of final action on the prior application, unless:

1) The Director of Planning and Building determines the use for which the new application is made is not the same or a similar use to that proposed in the previously denied application; or

2) The Director of Planning and Building determines that conditions relating to the property adjacent to the property which was the subject of the previously denied application have substantially changed, in which case a six-month waiting period shall be imposed from the date of the final action of the city council on the prior application, until a new application can be filed.

Subsequent applications.

1) When an application has been withdrawn. An application for a conditional use permit may be withdrawn at any time. If the application has been advertised in compliance with state law, an application requesting substantially the same conditional use permit request on all or part of the same described land shall not be reconsidered within six (6) months of withdrawal.

**BACKGROUND:**

The Planning and Zoning Commission considered this request on February 4, 2026 and there was no public comment.

**FUNDING SOURCE:** NA

**FINANCIAL IMPACT:**  
NA

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of the text amendment as presented.

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Governance

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**ATTACHMENTS:**

1. Ordinance 2026-00 Reapplication Timeframe

**APPROVAL/REVIEW:**



\_\_\_\_\_  
Cliff Cross, Director of Development Services

Date: February 09, 2026



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Garret Bonn, Assistant City Manager

Date: February 09, 2026



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William McKamie, City Attorney

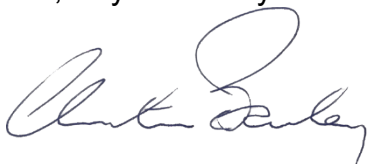
Date: February 10, 2026



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Leticia Vacek, City Secretary

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

**ORDINANCE NO. 2 0 2 6 - 09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING APPENDIX B, "ZONING ORDINANCE," OF THE FREDERICKSBURG MUNICIPAL CODE BY AMENDING SECTIONS 5.270 (ACTION BY THE CITY COUNCIL) AND 5.470 (ACTIONS BY THE CITY COUNCIL); TO AMEND THE REAPPLICATION TIMELINE FOR ZONING AMENDMENT AND CONDITIONAL USE PERMIT APPLICATION REQUESTS IN THE CITY; 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**, the City previously adopted the Zoning Ordinance, as codified in Appendix B of the Fredericksburg Municipal Code (the "Code"), (the "Zoning Ordinance"), which regulates and restricts the location and use of buildings, structures, and land for trade; industry; residence; and other purposes, and provides for the establishment of zoning districts and regulations to administer the provisions of the zoning code; and

**WHEREAS**, an application for a text amendment of the Zoning Ordinance, related to the zoning amendment and conditional use permit application/reapplication process in the City, has been initiated by motion of the Planning and Zoning Commission; and

**WHEREAS**, the City Council desires to amend the Zoning Ordinance to provide regulations for subsequent reapplications for substantially the same zoning amendment or conditional use permit requests on all or part of the same described land; and

**WHEREAS**, the continuous reapplication for substantially the same zoning amendment or conditional use permit in the City could result in undesirable impacts to the community, including a negative impact on the health and wellbeing of the neighboring property owners; and

**WHEREAS**, this Ordinance contains regulations consistent with good zoning and planning practices to address such negative impacts of continuous reapplications burdening the public while providing a reasonable timeframe and considerations for future applications to be presented to the Planning and Zoning Commission and City Council; and

**WHEREAS**, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendment to the Zoning Ordinance as set forth in this Ordinance; and

**WHEREAS**, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the recommendation of the Planning and Zoning Commission, and among other things, the necessity for orderly and appropriate regulations of the use of land and the erection of structures thereon, and having

considered the proposed amendment to the Zoning Ordinance and the appropriateness of the amendment, the City Council does hereby find that the amendment to the Zoning Ordinance approved hereby accomplishes such objectives.

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

**SECTION 1.**

All the above premises are true and correct of the City Council, and they are hereby approved, ratified, and incorporated herein this Ordinance.

**SECTION 2.**

Section 5.270, "Action by the City Council," of the Zoning Ordinance is amended by adding the "Reapplication After Denial" timeframe to the existing provisions and to read follows:

No application for a zoning change, including the establishment of a planned development district, for property which includes all or part of the same property which was described in a previously denied application for a zoning change, shall be accepted by the department earlier than one year after the date of final action on the prior application, unless:

- 1) The Director of Planning and Building determines the use for which the new application is made is not the same or a similar use to that proposed in the previously denied application; or
- 2) The Director of Planning and Building determines that conditions relating to the property adjacent to the property which was the subject of the previously denied application have substantially changed, in which case a six-month waiting period shall be imposed from the date of the final action of the city council on the prior application, until a new application can be filed.

Subsequent applications.

- 1) *When an application has been withdrawn.* An application for a zoning change, including the establishment of a planned development district, may be withdrawn at any time. If the application has been advertised in compliance with state law, an application requesting substantially the same rezoning request on all or part of the same described land shall not be reconsidered within six (6) months of withdrawal.

**SECTION 3.**

Section 5.470, "Actions by the City Council," of the Zoning Ordinance is amended by adding the "Reapplication After Denial" timeframe to the existing provisions and to read follows:

No application for a conditional use permit, for property which includes all or part of the same property which was described in a previously denied application for a conditional use permit, shall be accepted by the department earlier than one year after the date of final action on the prior application, unless:

- 1) The Director of Planning and Building determines the use for which the new application is made is not the same or a similar use to that proposed in the previously denied application; or
- 2) The Director of Planning and Building determines that conditions relating to the property adjacent to the property which was the subject of the previously denied application have substantially changed, in which case a six-month waiting period shall be imposed from the date of the final action of the city council on the prior application, until a new application can be filed.

Subsequent applications.

- 1) *When an application has been withdrawn.* An application for a conditional use permit may be withdrawn at any time. If the application has been advertised in compliance with state law, an application requesting substantially the same conditional use permit request on all or part of the same described land shall not be reconsidered within six (6) months of withdrawal.

#### **SECTION 4.**

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

#### **SECTION 5.**

This Ordinance shall be cumulative of all provisions of ordinances and 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.**

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 7.**

Any person, firm, corporation, or entity violating this Ordinance or any provision of the City's Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal

provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 8.**

The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this Ordinance as provided by the City’s Charter.

**SECTION 9.**

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 17<sup>th</sup> day of February, 2026.**

\_\_\_\_\_  
Jeryl Hoover, Mayor  
City of Fredericksburg, Texas

ATTEST:

\_\_\_\_\_  
Letty Vacek, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mick McKamie, City Attorney



## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** City Secretary  
**TO:** Mayor & City Council Members  
**FROM:** Garret Bonn, Assistant City Manager  
**MEETING DATE:** February 17, 2026

**CATEGORY:** ORDINANCES, RESOLUTIONS  
AND PUBLIC HEARINGS

**CAPTION:** Consideration and Possible action on Budget Amendment (Ordinance 2026-06) relating to a Request from the Market Square Redevelopment Commission (MSRC) for Use of Unallocated Funds for the Glockenspiel Project (Tim Crenwelge, MSRC Chair) - To be considered after Council action on Item 8B.

### **SUMMARY:**

Consideration of a request from the MSRC for use of unallocated funds in the amount of \$175,000 to go towards the Glockenspiel Project.

### **BACKGROUND:**

The Construction and License Agreement for the Marktplatz Glockenspiel project (Agenda Item 8B) commits the MSRC to raising \$400,000 to go towards the design, engineering, and construction of the structure. Currently, the Marktplatz Fund held by the Community Foundation of the Texas Hill Country includes \$133,231.00 and \$56,890.17 in allocated funds from the Fredericksburg Food and Wine Fest and the John William Klein (JWK) Room project, respectively. Since the City is no longer responsible for hosting the Food and Wine Fest and the JWK Room project is complete, the MSRC is requesting the City Council approve the release of a total of \$175,000 (\$125,000 - Food and Wine Fest/\$50,000 - JWK Room) for the MSRC to use for the Glockenspiel Project. Tim Crenwelge, Chair of the MSRC, will be in attendance at the meeting to discuss this request and answer any questions the Council may have.

**FUNDING SOURCE:** Food & Wine Fest/JWK  
Room Project Funds

**FINANCIAL IMPACT:**  
Food & Wine Fest - \$125,000 (Budget  
Amendment)  
JWK Room Project - \$50,000 (Reallocation)

### **STAFF RECOMMENDATION:**

Since funding for the Food and Wine Festival is now being considered under separate requests from the Chamber of Commerce and the JWK project is completed, City staff recommends approval of a budget amendment in the amount of \$125,000 for Food and Wine Fest funds as well as approval of the reallocation of \$50,000 from the JWK Room project to go towards the Glockenspiel Project on Marktplatz.

**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

City Center

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**ATTACHMENTS:**

1. Exhibit A-Budget amendment-2-17-2026
2. Ordinance 2026-06 Budget Amendment-Food and Wine

**APPROVAL/REVIEW:**



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Leticia Vacek, City Secretary

Date: February 09, 2026



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Krista Wareham, Director of Finance

Date: February 10, 2026



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William McKamie, City Attorney

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

G/L Account	Description	2026 Adopted Budget	Requested Amendment	2026 Revised Budget	Notes
<b>Food &amp; Wine/MarketSquare</b>					
11-25-1022-00	MarketSquare Pledge Improvements	\$ -	\$ 125,000.00	\$ 125,000.00	Pledge for MarketSquare Improvements-Glockenspiel
	<b>Food &amp; Wine/MarketSquare</b>	<b>\$ -</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	
	Food & Wine/MarketSquare Fund Revenue Total	\$ -	\$ -	\$ -	
	Food & Wine/MarketSquare Fund Expenditure Total	\$ -	\$ 125,000.00	\$ 125,000.00	
	Food & Wine/MarketSquare Fund Net Amount	\$ -	\$ (125,000.00)	\$ (125,000.00)	
	All Funds Revenue Total	\$ -	\$ -	\$ -	
	All Funds Expenditure Total	\$ -	\$ 125,000.00	\$ 125,000.00	
	All Funds Net Amount	\$ -	\$ (125,000.00)	\$ (125,000.00)	

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING AND APPROVING AMENDMENTS TO THE CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND MAKING AMENDED APPROPRIATIONS FOR EACH AFFECTED DEPARTMENT AND ACCOUNT.**

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

Section 1. In accordance with Section 10.13 of the City Charter, the City Manager has prepared proposed budget amendments to the previously approved City of Fredericksburg, Texas ("City") budget for the fiscal year 2025-2026, said proposed budget amendment being set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. The City Council finds that the proposed budget amendment is a public necessity to ensure continued municipal government operations, and the budget amendment set forth in Exhibit "A" are hereby approved and adopted for municipal purposes. City resources and revenues are hereby appropriated for City departments and account expenditures as detailed in the budget amendment in Exhibit "A".

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

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

Section 4. Effective Date. This ordinance shall be effective on and after the date of passage and publication when required by law.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Jeryl Hoover, Mayor

Attest:

\_\_\_\_\_  
Leticia Vacek, TRMC, CMC, MMC  
City Secretary/RMO

Approved as to Form:

\_\_\_\_\_  
Mick McKamie  
City Attorney



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Manager  
**TO:** Mayor & City Council Members  
**FROM:** Garret Bonn, Assistant City Manager  
**MEETING DATE:** February 17, 2026

**CATEGORY:** OTHER ACTION ITEMS AND  
UPDATES

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**CAPTION:** Consider approval of an Operating Agreement with the Texas Historical Commission Relating to City-Owned Property Near the Intersection of US 290E and Heritage Hills Drive, formerly referred to as the Former Texas Rangers Heritage Center (Chris Elliott, Texas Historical Commission)

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**SUMMARY:**

The City has been in discussions with the Texas Historical Commission (THC) regarding the future of the site formerly occupied by the Former Texas Rangers Foundation (FTRF).

**BACKGROUND:**

In May 2024, the City of Fredericksburg entered into an agreement with THC to deed the Fort Martin Scott property to THC and also agreed to lease additional property for purposes of livestock grazing and additional programming related to Fort activities. In return, THC became responsible for the daily operation of the Fort in accordance with the provisions of the operating agreement.

Since the termination of the Ground Lease and Chapter 380 Agreement between the City and FTRF, there has not been any use of the +/-11.96 acre tract of land which is located immediately adjacent to the Fort. At the October 21, 2025 Council meeting, during an update on operations at Fort Martin Scott, Joseph Bell and Chris Elliott with THC presented a plan to expand the operations at the Fort to include the adjacent property, including development of an interactive education center. The attached operating agreement has been developed based on further negotiations since the meeting and would include the City deeding the +/-11.96 acre tract with the understanding that THC would have 10 years to complete the facility and open it to the public. If any provisions of the agreement are not met, the property, including any improvements, would revert back to City ownership.

Chris Elliott and other THC representatives will be in attendance at the meeting to provide additional details on their plans for the property and answer any questions the Council may have relating to the agreement.

**FUNDING SOURCE:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends approval of the operating agreement with THC.

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Family Life Vision

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**ATTACHMENTS:**

1. THC\_City of Fredericksburg Operating Agreement

**APPROVAL/REVIEW:**



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Krista Wareham, Director of Finance

Date: February 10, 2026



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William McKamie, City Attorney

Date: February 10, 2026



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Garret Bonn, Assistant City Manager

Date: February 10, 2026



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Leticia Vacek, City Secretary

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

**OPERATING AGREEMENT BETWEEN  
TEXAS HISTORICAL COMMISSION  
AND  
THE CITY OF FREDERICKSBURG  
(Effective [XXXXXX])  
OPERATING AGREEMENT**

This Operating Agreement (this "Agreement") is entered into under the authority of the Interlocal Cooperation Act, Texas Government Code Ch. 791, to be effective as of the \_\_\_ day of \_\_\_, 202\_ (the "Effective Date") by and between the TEXAS HISTORICAL COMMISSION ("THC"), an agency of the State of Texas, and THE CITY OF FREDERICKSBURG, TEXAS ("FREDERICKSBURG"), a Texas municipal corporation.

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

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

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

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

**1. EXPECTATIONS AND GOALS OF THE PARTIES.** FREDERICKSBURG agrees to transfer title to +/-11.96 acres of land, more or less described on Exhibit "A" to THC in order to provide for the use of the existing event center facility, drive aisles, parking areas, and other existing amenities as well as construction of an interactive heritage center facility currently referred to as "Texas Untamed -- A Frontier Experience at Fort Martin Scott", as approved by both parties. Time is of the essence as to the construction deadlines and performance milestones set forth in Sections 1 and 1A of this Agreement. The heritage center facility shall be complete and operating on or before ten (10) years from the date hereof. The facility shall consist of an interactive educational center, galleries, and exhibits and shall incorporate historical aspects of not just Ft. Martin Scott but also Native Americans and the Texas Rangers to the extent reasonably appropriate given the historical significance of each to the site.

THC will accept title to the tract and will include it as part of the operations of Fort Martin Scott, a State Historic Site. THC shall be responsible for all surveying, subdivision platting, preparation of legal descriptions, title examination, title policy costs, and all other expenses associated with the transfer of the Transferred Property. THC expects and desires FREDERICKSBURG to exercise its rights under this Agreement in such a manner as to enhance the tract as well as Fort Martin Scott without placing significant financial demands on FREDERICKSBURG. THC will operate and expand Fort Martin Scott in compliance with this

Agreement without operating funds or other financial support from FREDERICKSBURG, except as specifically provided in this Agreement. FREDERICKSBURG will hereby transfer, sell, and deliver to THC all property and fixtures associated with the +/-11.96 acre tract (the "Transferred Property"), together with all and singular the rights and appurtenances thereto in any way belonging. FREDERICKSBURG binds itself and all its heirs, successors, and assigns to warrant and forever defend all and singular the Transferred Property to THC and THC's heirs, successors, and assigns against every person claiming the same or any part thereof.

### **1A. MILESTONES AND REPORTING.**

(a) THC shall secure appropriations from the Texas Legislature, grants, donations, and/or partnerships to obtain funding needs for the proposed facility within seven (7) years of the Effective Date.

(b) THC shall submit schematic design plans for the heritage center facility to the City Manager for review and comment within three (3) years of the Effective Date. The City Manager shall have thirty (30) days to provide written comments, which THC shall consider in good faith prior to finalizing designs.

(c) THC shall obtain all necessary permits and approvals and shall commence construction of the heritage center facility within seven (7) years of the Effective Date.

(d) THC shall substantially complete construction of the heritage center facility and open it to the public within ten (10) years of the Effective Date.

(e) THC shall provide progress reports to the City Council semi-annually detailing the status of design, permitting, construction, anticipated timeline for completion of construction, and operations of both Fort Martin Scott and the heritage center facility.

f) Force Majeure. The time periods and deadlines set forth in this Section 1A may be extended by THC upon written notice to FREDERICKSBURG if THC is prevented from meeting such deadlines due to acts of God, war, pandemic, natural disasters, government action or restriction, or other events beyond THC's reasonable control. Any such extension shall be for a period equal to the delay caused by the force majeure event, provided that THC resumes performance as soon as reasonably possible after the force majeure event ceases.

**2. MANAGEMENT AND OPERATION.** Beginning on the Effective Date, THC shall be responsible for the daily operation of Transferred Property including maintenance and operation of all existing improvements on the Transferred Property, including but not limited to the event center facility, drive aisles, parking areas, bell tower, and all other related amenities and infrastructure, and shall preserve and enhance the historic integrity, appeal, financial and physical condition, and overall quality of the site. Subject to the provisions of this Agreement and all applicable state and federal laws and regulations, THC's management and operational rights and responsibilities shall include: determining the amount of and collecting admission fees provided that verified residents of the City of Fredericksburg shall receive free admission to the facility upon presentation of acceptable proof of residency; marketing of Fort Martin Scott in an effective manner; providing for the prudent maintenance and operation of the buildings and the proper conservatorial care and presentation of the contents and collections comprising Fort Martin Scott; setting the hours of operation of Fort Martin Scott to reasonably maximize

revenue; providing adequate security for Fort Martin Scott, its contents, staff, and visitors; determining the utilization of space within Fort Martin Scott, and all other rights and responsibilities associated with ownership of the Transferred Property. THC shall have the right to install directional and informational signage on the Transferred Property in accordance with FREDERICKSBURG's sign standards and applicable ordinances, provided that such signage shall be subject to FREDERICKSBURG's review and approval, which shall not be unreasonably withheld. THC acknowledges that the entrance from the Transferred Property will serve as the primary public entrance to Fort Martin Scott.

**3. MANAGEMENT STANDARDS.** THC shall manage and operate Fort Martin Scott in a good and prudent manner and in accordance with THC's accepted historic site practices. THC shall support and fully cooperate with FREDERICKSBURG in meeting FREDERICKSBURG's obligations under this Agreement. FREDERICKSBURG shall not engage in any activity at or away from Fort Martin Scott that shall, in the reasonable judgment of THC, derogate the reputation, goodwill or dignity of Fort Martin Scott or reflect adversely on THC. FREDERICKSBURG shall not engage in any activity with respect to Fort Martin Scott which shall be for the private profit of any individual or any organization other than THC.

**4. FUNDING.**

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

(b) THC agrees to seek continued legislative appropriation to support its obligations under this agreement, including capital improvements, salaries and, related expenses for any THC employee located at or otherwise dedicated to the operations of Fort Martin Scott. THC's obligations under this Agreement are subject to the availability of Legislative appropriations, grants, donations, and/or partnership funding for this purpose. If THC determines that funding is insufficient to maintain reasonable operations at Fort Martin Scott for any state fiscal year, THC shall notify FREDERICKSBURG in writing within thirty (30) days of such determination. THC and FREDERICKSBURG shall meet within sixty (60) days after such notice to discuss alternatives, including but not limited to potential operational support from FREDERICKSBURG or reversion of the Transferred Property pursuant to Section 13(b).

**5. EMPLOYEES.**

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

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

## **7. LIABILITY.**

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

(b) Nothing contained in this Agreement and no action or inaction by THC shall be construed as giving FREDERICKSBURG any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against THC in respect thereof or to make any agreement that may create, or in any way be the basis for any right, title, interest, lien, claim, or other encumbrance upon the interest of THC in Fort Martin Scott or upon any buildings, contents, or collections comprising Fort Martin Scott.

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

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

**10. CITY CONSULTATION.** THC shall meet with the City Manager or the City Manager's designee at least semi-annually during active design and construction phases (years 1-10), and at least annually thereafter to review operations of Fort Martin Scott, discuss progress on construction milestones set forth in Section 1A, and consider input from FREDERICKSBURG regarding programming and community engagement. While THC retains final decision-making authority over all operational matters, THC shall give good faith consideration to FREDERICKSBURG's comments and suggestions.

**11. TERM.** This Agreement shall commence upon the Effective Date and shall not expire unless terminated as otherwise provided herein, or upon ninety (90) days' written notice by either party if the other party commits a material breach of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice specifying the breach with reasonable particularity.

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

**13. REVERSION OF TRANSFERRED PROPERTY.**

(a) Automatic Reversion. Ownership of the Transferred Property, including all improvements thereon, shall automatically revert to FREDERICKSBURG upon the occurrence of any of the following events:

(i) The heritage center facility is not substantially complete and open to the public within ten (10) years of the Effective Date as required by Sections 1 and 1A;

(ii) THC closes Fort Martin Scott to the public for more than twelve (12) consecutive months (except for closures due to force majeure events beyond THC's reasonable control);

(iii) THC ceases operation of Fort Martin Scott as a historic site;

(iv) THC attempts to sell, transfer, lease, or convey the Transferred Property or any portion thereof to any third party without FREDERICKSBURG's prior written consent; or

(v) THC fails to obtain legislative appropriations, grants, donations, and/or partnership funding sufficient to fully fund construction of the heritage center facility within seven (7) years of the Effective Date

(b) Reversion for Lack of Legislative Funding. If THC notifies FREDERICKSBURG pursuant to Section 4(b) that legislative appropriations are not available or are insufficient to meet THC's obligations under this Agreement for three (3) consecutive state fiscal years, FREDERICKSBURG may elect to have the Transferred Property revert to FREDERICKSBURG by providing written notice to THC within ninety (90) days after the end of such three-year period.

(c) Reversion Procedure. Upon occurrence of any event described in subsections (a) or (b) above, THC shall execute and deliver to FREDERICKSBURG a special warranty deed reconveying the Transferred Property and all improvements thereon to FREDERICKSBURG within sixty (60) days of receiving written notice from FREDERICKSBURG that a reversion event has occurred. All improvements made by THC shall remain with the property upon reversion. The parties intend that the reversionary interests described in this Section 13 shall constitute conditions subsequent running with the land.

(d) Non-material failures shall be subject to 60-day cure.

**14. OWNERSHIP OF TRANSFERRED PROPERTY.** FREDERICKSBURG acknowledges that Fort Martin Scott shall be, subject to Section 13, the property of THC and the State of Texas, and that FREDERICKSBURG has only the rights and obligations set forth in this Agreement and pursuant to the tenure and conditions hereof.

**15. DISPUTE RESOLUTION.**

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

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

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

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

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

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

**16. NOTICE.** [Notice provisions omitted for brevity but remain unchanged in full agreement]

**17. ASSIGNMENT.** This Agreement is not assignable.

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

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

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

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

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

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

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

*[The next page is the signature page.]*

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

TEXAS HISTORICAL COMMISSION

By: \_\_\_\_\_

Name: Joseph Bell  
Deputy Executive Director of Historic Sites

Date: \_\_\_\_\_

CITY OF FREDERICKSBURG

By: \_\_\_\_\_

Name: Jeryl Hoover  
Mayor

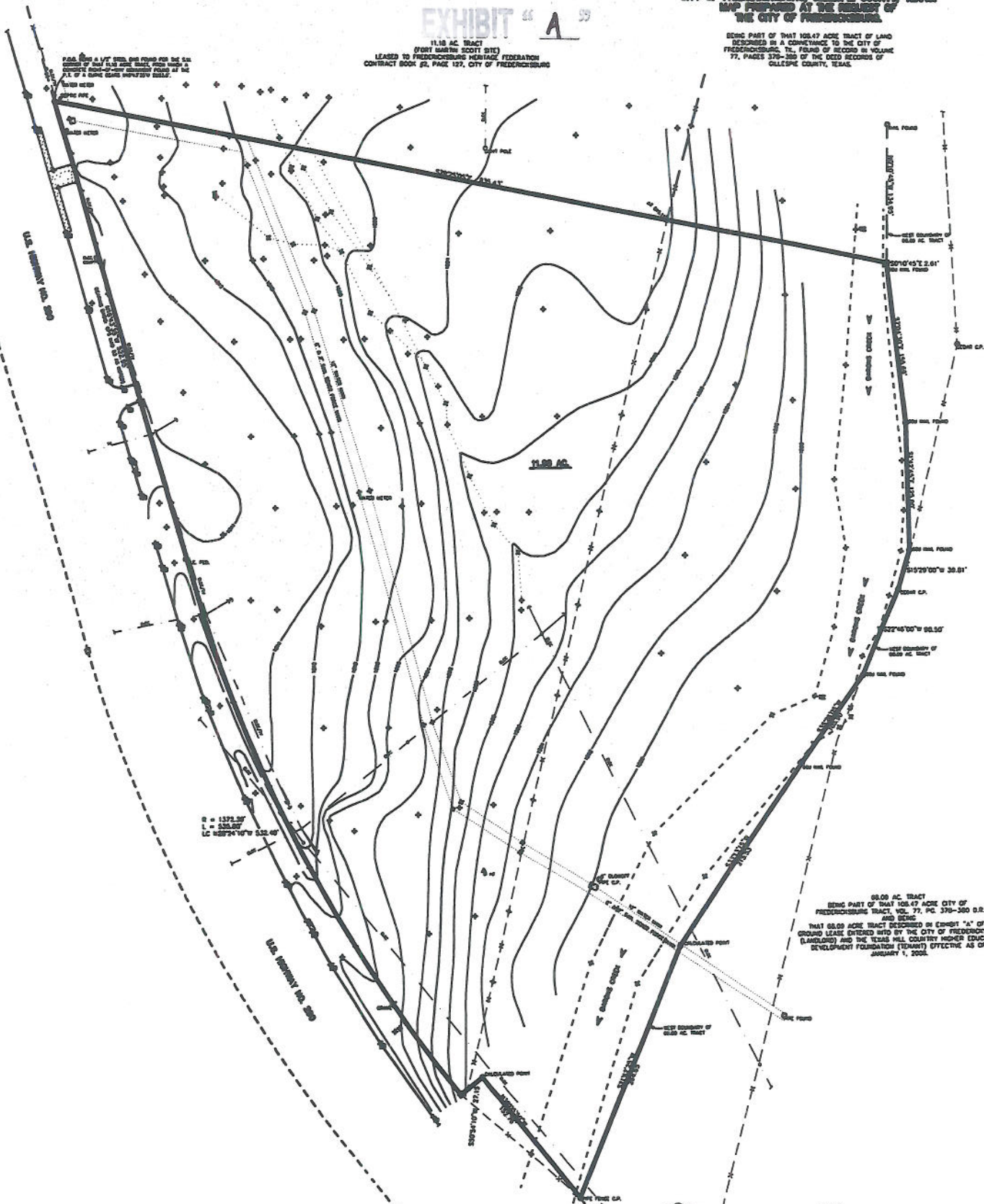
Date: \_\_\_\_\_

**TEPO MAP SHOWING  
A TRACT OF LAND SITUATED IN THE  
CITY OF FREDERICKSBURG, COLLINGS COUNTY, TEXAS.  
MAP PREPARED AT THE REQUEST OF  
THE CITY OF FREDERICKSBURG.**

**EXHIBIT "A"**

11.85 AC TRACT  
(FORT MARTIN SCOTT SITE)  
LEASED TO FREDERICKSBURG HERITAGE FEDERATION  
CONTRACT BOOK 25, PAGE 127, CITY OF FREDERICKSBURG

BEING PART OF THAT 108.47 ACRE TRACT OF LAND  
DESCRIBED IN A CONVEYANCE TO THE CITY OF  
FREDERICKSBURG, TX., FILED OF RECORD IN VOLUME  
77, PAGES 376-380 OF THE ODD RECORDS OF  
COLLINGS COUNTY, TEXAS.

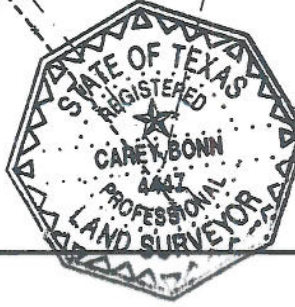


88.00 AC TRACT  
BEING PART OF THAT 108.47 ACRE CITY OF  
FREDERICKSBURG TRACT, VOL. 77, PG. 376-380 O.R.  
AND BEING  
THAT 88.00 ACRE TRACT DESCRIBED IN EXHIBIT "A" OF A  
GROUND LEASE ENTERED INTO BY THE CITY OF FREDERICKSBURG  
(LANDLORD) AND THE TEXAS HILL COUNTRY HIGHER EDUCATION  
DEVELOPMENT FOUNDATION (TENANT) EFFECTIVE AS OF  
JANUARY 1, 2001.

NOTES:  
1. BEARING BASIS IS GPS US STATE PLANE 1003,  
ZONE: TEXAS CENTRAL, 4203, AND DISTANCES ARE  
ENGINEERING.  
2. THE ELEVATION DATUM USED HEREON WAS RM 16  
(ELEV. 1677.00') AS SHOWN ON FEMA FIRM MAP NO.  
49171C0283 C, DATED OCTOBER 19, 2001.

FIELD MEASUREMENTS COMPLETED JANUARY 13, 2010  
ADJUSTED TO STATE PLANE & GROUND DISTANCES APRIL 3, 2010  
ORIGINAL FIELD MEASUREMENTS MAY 7, 2010 - VARIOUS  
UNDERGROUND UTILITIES LOCATED (RECORDED BY CITY)  
REVISED FEBRUARY 4, 2011 - FIELD NOTES FOR 11.85 ACRE TRACT  
& CORRECTED STATE PLANE ROTATION

*Carey Bonn*  
CAREY BONN  
REG. PROF. LAND SURVEYOR NO. 4447



- SCALE 1" = 50'
- LEGEND
- 1/2" DIA. STEEL BAR FOUND
  - 1/2" DIA. STEEL BAR SET (CAPPED: BONN 0447)
  - AS NOTED
  - CONCRETE R.O.M. MONUMENT
  - UTILITY POLE
  - × FENCE
  - WATER ELEVATION
  - ▭ TOP OF CONCRETE CURB
  - ▭ FLOORING
  - ◆ POINT
  - LIVE OAK TREE
  - POST OAK TREE
  - HOBBLEBERRY TREE
  - HAWKSPURRY TREE
  - CENTERLINE OF DITCH

**BONN SURVEYING**  
503 Loop 17  
Fredericksburg, TX 78624  
Phone 1 800-393-2299  
Fax 1 800-393-2292



## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** City Manager  
**TO:** Mayor & City Council Members  
**FROM:** Garret Bonn, Assistant City Manager  
**MEETING DATE:** February 17, 2026

**CATEGORY:** OTHER ACTION ITEMS AND  
UPDATES

**CAPTION:** Consider approval of an Agreement between the City of Fredericksburg and the Pedernales Creative Arts Alliance (PCAA) for Design and Construction of a Glockenspiel at Marktplatz (Mike Zenner, PCAA)

**SUMMARY:**

Receive a presentation from Mike Zenner with the PCAA and other project representatives regarding an agreement for the proposed Glockenspiel project on Marktplatz.

**BACKGROUND:**

**FUNDING SOURCE:** Approved FY 2026 Budget - **FINANCIAL IMPACT:**  
Tourism Fund \$400,000 (City Contribution)

**STAFF RECOMMENDATION:**

City staff recommends approval of the agreement, as presented, with the understanding that the applicant will need to obtain Historic Review Board (HRB) approval of the materials to be utilized and type of roof.

**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Governance

**ATTACHMENTS:**

1. Final Draft Glockenspiel Agreement
2. Renderings

**APPROVAL/REVIEW:**

Date: February 09, 2026

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Leticia Vacek, City Secretary



Date: February 09, 2026

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Garret Bonn, Assistant City Manager



Date: February 10, 2026

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William McKamie, City Attorney



Date: February 10, 2026

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Clinton Bailey, City Manager

## **CONSTRUCTION AND LICENSE AGREEMENT FOR MARKTPLATZ GLOCKENSPIEL**

This Construction and License Agreement for the Marktplatz Glockenspiel (“Agreement”) is entered into between the City of Fredericksburg, Texas, (the “City”) and the Pedernales Creative Arts Alliance (the “PCAA”), a Texas non-profit corporation, to be effective on the date executed by all parties (“Effective Date”).

**WHEREAS**, as a public service, the PCAA desires to design and construct a Glockenspiel, or large clock tower, upon the City’s park property at Marktplatz; and

**WHEREAS**, the City and its Market Square Redevelopment Commission (the “Commission”), an advisory board of the City, seek to contribute to the funding for the design, engineering, and construction of the Glockenspiel; and

**WHEREAS**, the construction of the Glockenspiel contributes to the historical restoration and preservation of historic Marktplatz; and

**WHEREAS**, the PCAA intends to offer the completed Improvements to the City as an in-kind donation, for the benefit and enjoyment of the community and as a historical restoration and preservation project intended to encourage tourists to visit the preserved historic Marktplatz.

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

### **SECTION A Construction of the Improvements**

1. The PCAA shall design and construct a Glockenspiel, or large clock tower, (the “Improvements”) on approximately two thousand (2,000) square feet of City-owned land within the Marktplatz in Fredericksburg, Texas, at the location specifically shown on the site plan attached to this Agreement as Exhibit “A” (“Glockenspiel Site”), which exhibit is incorporated into this Agreement for any and all purposes.

2. The PCAA shall complete construction of the Improvements on or before June 1, 2028; however, the PCAA shall not be required to enter into contracts for construction of the Improvements until eighty percent (80%) of the funds described in Sections B(1)(a)-(b) herein have been raised.

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

4. The PCAA agrees that during the Term of this Agreement the PCAA may not exclude the City from entering the Glockenspiel Site or the real property adjacent to the Glockenspiel Site at any time or for any reason.

5. Construction Access, Staging, and Scheduling.

a. The PCAA and its contractors shall have no independent right of access to any City property outside of the Glockenspiel Site. All construction access, construction staging, laydown areas, crane locations, material delivery routes, equipment parking, fencing limits, and construction scheduling shall be subject to the prior written approval of the City Manager or the City Manager's designee.

b. The City Manager may approve, condition, modify, relocate, limit, or revoke any construction access, staging, or scheduling at any time as necessary to protect public safety, park operations, utilities, special events, pedestrian access, or other City interests.

c. The City's approval of any access or staging areas shall be temporary, revocable, non-exclusive, and shall not create any lease, easement, possessory interest, or vested right in City property.

6. Access Plan Required.

a. Prior to the commencement of any site work, the PCAA shall submit a written Construction Access and Staging Plan to the City Manager for approval. The plan shall identify proposed access points, fencing, delivery routes, equipment staging, and work hours. No construction activity may begin until the City Manager has approved the plan in writing. The City Manager may require revisions to the plan at any time.

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

a. The construction of the Improvements shall conform to plans that are preapproved following review by the City, including by its Historic Review Board and/or by another City department or committee ("Approving Bodies"). The PCAA shall not construct or allow construction of any improvements that are inconsistent with the plans approved by the Approving Bodies, unless said improvements are specifically and expressly approved by the Approving Bodies.

b. The PCAA shall contract with a qualified professional contractor specializing in bell tower construction who will design the Improvements and fabricate specialized portions of the Improvements.

c. The PCAA shall employ a professional engineer or architect licensed in the State of Texas to design and prepare plans for the construction of the Improvements and to provide supervision during construction of the Improvements. The PCAA shall provide a copy of its executed contract with its engineer or architect to the City. The City must approve the plans for construction of the Improvements before the contractors begin construction.

d. The PCAA shall contract with a qualified professional contractor who will construct the Improvements on the Glockenspiel Site.

e. The contracts between the PCAA and its contractors must include indemnification provisions favorable to the City.

f. The contract between the PCAA and its contractors must include a minimum two (2) year warranty for all work performed and the improvements, materials, and equipment provided under the contract.

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

h. The contract between the PCAA and its construction contractor must require the contractor to carry insurance in the amounts and in accordance with the terms set forth below throughout the duration of the construction of the Improvements and to maintain such insurance for a period of two (2) years following the completion of construction. The City shall be named as an additional insured on all insurance policies, and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. A valid certificate of insurance evidencing the required insurance coverage must be provided to the City prior to beginning construction and must be updated throughout the construction of the Improvements. If at any time the City does not have proof of insurance satisfying the terms of this paragraph, the City may immediately terminate this Agreement.

(i) Workers Compensation Insurance: In amounts which meet the State of Texas requirements.

(ii) Commercial General Liability Insurance: Written on an occurrence basis and in an amount not less than \$2,000,000 combined single limit per occurrence, per location and \$5,000,000 aggregate for personal injury, bodily injury, and property damage.

i. The PCAA must provide the City Manager a construction schedule prepared by the PCAA's contractor or builder prior to beginning construction of the Improvements.

j. The PCAA must obtain building permits as required under the City's ordinances for the construction; however, the City agrees to waive the payment of fees for required building permits.

k. The PCAA may request that the City have its public works crews install

utilities to serve the Improvements. Upon the PCAA's timely request submitted to the City Manager no later than June 15 of any given year], the City will consider the possibility of the City's public works crews installing said utilities during the budget year prior to construction of the Improvements.

l. The PCAA may erect one temporary recognition sign during construction. All signs erected by the PCAA shall comply with all applicable City sign ordinances and construction codes.

m. The PCAA shall secure, protect, and maintain the Glockenspiel Site during all phases of site preparation and construction of the Improvements. This obligation shall include but is not limited to placing fencing and signs around the boundary of the Glockenspiel Site to prevent unauthorized access by members of the public.

n. The PCAA shall maintain the Glockenspiel Site in a clean and safe condition during construction of the Improvements. Upon completion of construction of the Improvements, the PCAA shall restore any areas outside of the Glockenspiel Site that are impacted by construction activities to its condition prior to the construction, as determined by City's Director of Parks and Recreation.

o. The PCAA shall transfer to the City any and all warranties of materials or workmanship for the construction of the Improvements.

p. The PCAA shall require its engineer or architect to prepare as-built drawings of the Improvements and a maintenance manual or maintenance routine for the Improvements, which shall be provided to the City at the completion of construction of the Improvements.

## **SECTION B**

### **Cost Sharing Agreement; Deposits; Payments**

1. The PCAA, the City, and the Commission shall share the costs for design, engineering, and construction as follows:

a. The PCAA shall commence a fundraising campaign with the targeted goal of contributing \$400,000 for the design, engineering, and construction of the Improvements. Such contributions shall be due and payable to the Community Foundation of the Texas Hill Country with the indication that said contribution is for the Glockenspiel, to be held by the Community Foundation of the Texas Hill Country's Marktplatz Fund (the "Fund") and subject to disbursement in accordance with the procedures outlined herein.

b. The Commission shall commence a fundraising campaign with the targeted goal of raising \$400,000 for the Commission's financial contribution to the design, engineering, and construction of the Improvements. Donations raised pursuant to said fundraising campaign shall be deposited directly into the Fund and shall be subject to disbursement in accordance with the procedures outlined herein.

c. Funds raised pursuant to subsections (a) and (b) herein shall be deposited in the Fund by June 30, 2026.

d. In order to facilitate this Agreement, the City hereby delegates to the PCAA the authority to manage the construction of the Improvements and agrees to fund the design, engineering, and construction of the Improvements with \$400,000 from the City's Tourism Fund, to be paid out of current revenues and, within sixty (60) days of the effective date of this Agreement, to be deposited into an Escrow Account held by the City's then-designated bank for City business ("Escrow Agent"). In accordance with Section 351.101(c) of the Texas Tax Code, the PCAA must submit its annual budget to the City Council for advance approval and shall make periodic reports detailing the expenditures made using HOT revenue to the City Council on at least a quarterly basis. The PCAA agrees to maintain all funds provided from HOT revenue in the separate Escrow Account and agrees not to commingle those funds with any other funds. In managing the construction of the Improvements and utilizing the City's Tourism Fund as described in this section, the PCAA acknowledges its fiduciary duty with respect to the administration of said funds.

e. In the event that the PCAA incurs financial obligations exceeding \$1,200,000 for the construction of the improvements, the Parties agree that the balance of such excess obligations shall be divided evenly between the PCAA and the MSRC, with such funds to be raised in accordance with subsections (a) and (b) herein. The PCAA and the MSRC may seek further contributions from the City to offset such excess obligations, subject to the City's future appropriations of funds and City Council approval.

2. Deposits and payments made pursuant to this Agreement shall be subject to the following terms:

a. All contributions pursuant to the cost sharing agreement outlined herein shall be deposited into the Fund, with the exception of any contributions of the City funded by HOT revenues.

b. Disbursements from the Fund may be made only upon request of the City Manager. When the PCAA incurs a financial obligation related to the design, engineering, and construction of the Improvements, the PCAA shall timely submit a request to the City Manager for disbursement of the necessary amounts from the Fund directly to the PCAA. Such request shall include adequate documentation indicating the amount required and the purpose of the expenditure. Upon the City Manager's review of the request, the City Manager shall, within a reasonable amount of time, submit a disbursement request to the Fund for fulfillment of the expenditure.

c. At the City Manager's discretion, the City Manager may authorize the disbursement of funds donated to the Fund for construction of the Improvements in accordance with the Fund's policies.

d. Upon receipt of a Fund disbursement, the PCAA shall pay in a timely manner all costs and related expenses for the design, engineering, and construction of the Improvements.

**SECTION C**  
**Grant of License and Oversight by City**

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

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

**SECTION D**  
**Donation and Operations of the Improvements**

1. The PCAA hereby agrees to donate the completed Improvements to the City as an in-kind donation, subject to the restrictions set forth in this Section. Provided that the Improvements are constructed in conformance with the terms and conditions of this Agreement, the City hereby agrees to accept the completed Improvements from the PCAA as a donation to the City, subject to the restrictions set forth in this Section.

2. The parties mutually acknowledge and agree that upon the City's acceptance of the completed Improvements as a donation from the PCAA, the City will own, maintain, and manage the Improvements, and the PCAA will have no further interest or right to the Improvements.

3. The PCAA and MSRC shall have the right to recognize donors to the fundraising campaigns on pavers and/or plaques located in, on, or around the Improvements, in such manner as the Parties deem appropriate. Following review and recommendation by the MSRC, the City Council must approve the design and location of such pavers and/or plaques before installation of such pavers and/or plaques.

**SECTION D**  
**Term, Breach, and Termination of Agreement**

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

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

3. After the PCAA has commenced any site work or construction of the Improvements under this Agreement, the PCAA may terminate this Agreement upon written notice to the City, provided that the PCAA shall, upon the City's request, first remove any portions of the Improvements that have been constructed and restore the City's real property to its original condition, as it existed prior to any site work or construction associated with the Improvements. The City, at its discretion, may waive the requirement that the PCAA remove any portions of the Improvements that have been constructed, and the City may accept the Improvements as-is and complete the construction at the City's expense.

4. In the event of a breach of any terms or conditions of this Agreement, the non-breaching party may send notice of breach to the breaching party and demand that the breaching party cure such breach within ten (10) days. If the breach is not cured in a timely manner following notice and demand to cure, the non-breaching party may either:

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

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

6. This Agreement shall terminate upon the City's acceptance of the Improvements under Section C of this Agreement, except that all provisions regarding warranties, indemnification, and the construction or interpretation of this Agreement shall survive such termination.

## **SECTION E Indemnification**

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

## **SECTION F Miscellaneous Provisions**

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

a. if to the City, to:

City of Fredericksburg  
Attention: City Manager  
126 W. Main St.  
Fredericksburg, TX 78624

b. if to the PCAA, to:

Pedernales Creative Arts Alliance  
Attn: Mike Zenner  
703 N. Llano St.  
Fredericksburg, TX 78624

2. No Waiver. No delay by a party in enforcing any part of this Agreement shall be deemed a waiver of any of that party's rights or remedies, nor shall such delay be deemed a waiver of any subsequent breach or default by the other party.

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

4. Venue and Applicable Law. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any action involving this Agreement shall be solely and exclusively in the courts of Gillespie County, Texas.

5. Construction and Interpretation. Each of the parties has read and understands the meaning and effect of this Agreement. The parties agree that in the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared same shall not be applied; rather, the Agreement should be construed fairly and simply and not strictly against either party.

6. Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal representatives, personal representatives, transferees, assigns, and successors in interest. The rights, obligations, and duties under this Agreement shall not be assigned by either party without the written consent of the other party.

7. Entire Agreement. This Agreement embodies in its entirety the exclusive agreement between the parties regarding the subject matter hereof, and it incorporates all other written, verbal, express, and implied agreements made between any party, or agent of any party, of this Agreement

in connection with such matters. If any provisions in this Agreement conflict with any provisions in any other previously executed instrument, this Agreement shall control.

8. Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated, and duly executed by the parties subsequent to the date of this Agreement.

9. No Agency. The relationship between the parties under this Agreement is that of independent contracting entities. The PCAA and its officers, agents, employees, and contractors are not agents or employees of the City.

10. Survival. All provisions of this Agreement pertaining to indemnification, warranties, immunities contained herein, shall survive the termination of this Agreement.

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

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

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

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

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

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

**PEDERNALES CREATIVE ARTS ALLIANCE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF FREDERICKSBURG, TEXAS**

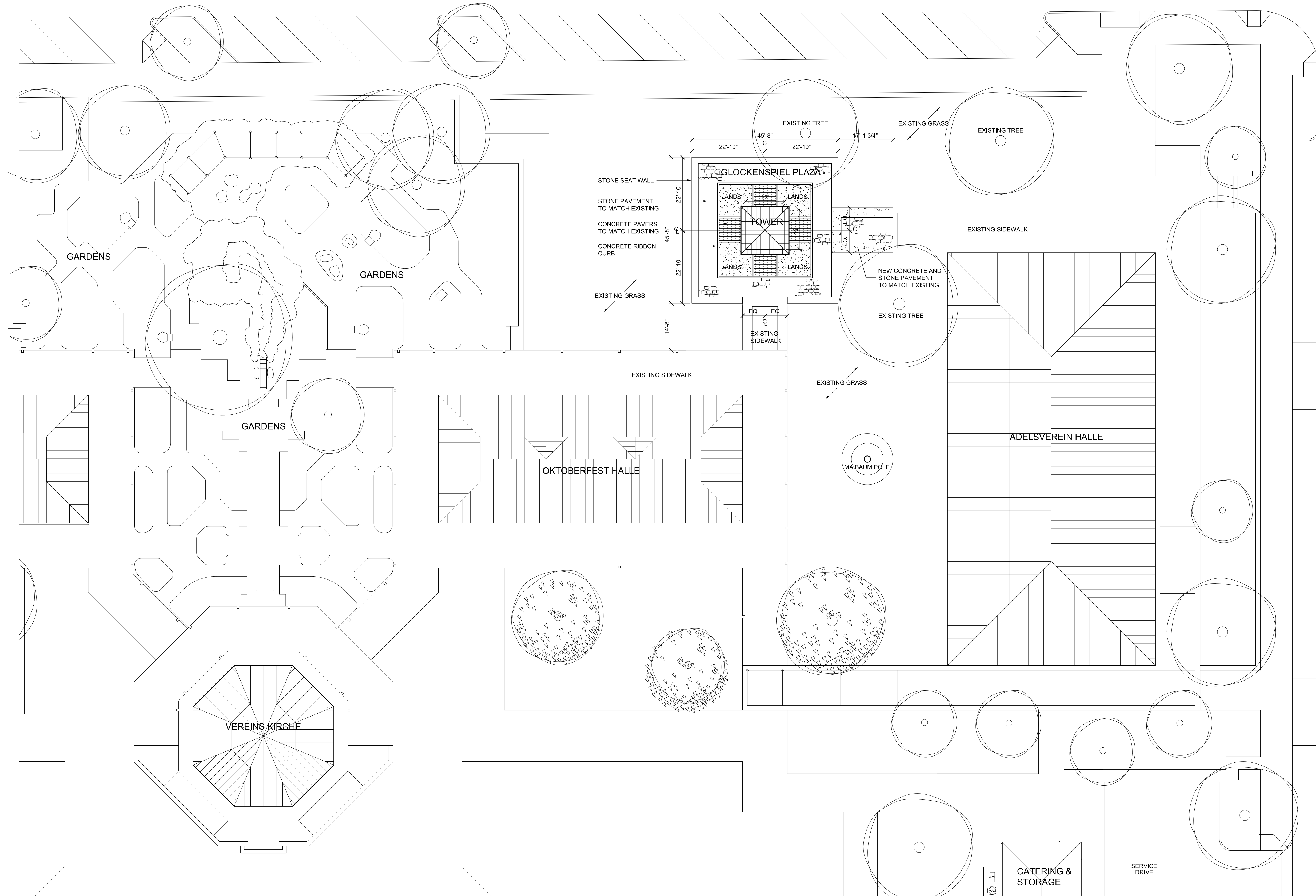
By: \_\_\_\_\_  
Clinton Bailey, City Manager

Date: \_\_\_\_\_

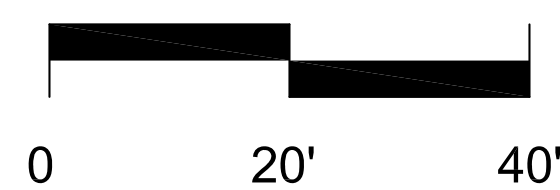
## **Exhibit A**

W. AUSTIN STREET

N. ADAMS STREET



# GLOCKENSPIEL CONCEPTUAL SITE EXHIBIT



FEBRUARY 9, 2026

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

THIS EXHIBIT IS PRELIMINARY AND IS ONLY INTENDED TO SHOW APPROXIMATE LOCATIONS OF THE PROPOSED GLOCKENSPIEL, SURROUNDING PLAZA, AND ANTICIPATED CONSTRUCTION ENTRANCE.



Glockenspiel Concept 1-30-26  
Aerial View from Main Street



Glockenspiel Concept 1-30-26  
Aerial View from Maibaum

Glockenspiel Concept 1-30-26  
Ground View from Maibaum Courtyard

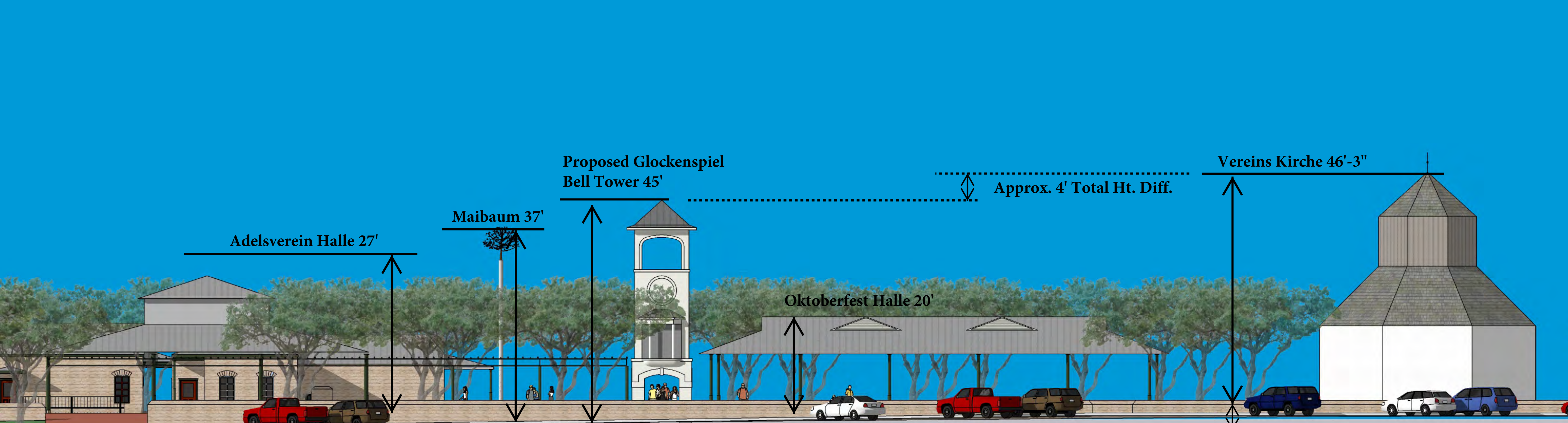


Glockenspiel Concept 1-30-26  
Ground View from Oktoberfest Halle



Glockenspiel Concept 1-30-26  
Aerial View from Austin Street





Elevation from Austin Street

Grade at VK is approx. 2'-8"  
Higher in Elevation than Grade at  
Proposed Glockenspiel locations



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Secretary  
**TO:** Mayor & City Council Members  
**FROM:** Leticia Vacek, City Secretary  
**MEETING DATE:** February 17, 2026

**CATEGORY:** OTHER ACTION ITEMS AND UPDATES

---

**CAPTION:** Consider approval of the Contract with the Gillespie County Elections Administrator for Joint Election Services for the City of Fredericksburg's General Election to be held on May 2, 2026. (Leticia Vacek, City Secretary)

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**SUMMARY:**

Attached is the Election Services Contract to be conducted by the Gillespie County Elections Office Staff and Elections Administrator with oversight by City Secretary Leticia Vacek.

**BACKGROUND:**

In the past, the city provided separate election services for city elections without appropriate security of the paper non-voted and voted ballots. Redundant paperwork by separate Judges/Clerks will reduce costs and provide for a more efficient manner to qualify and process voters. The Elections Office has provided the City and the School the appropriate contract for approval by the respective boards.

**FUNDING SOURCE:** The City Elections are budgeted annually.

**FINANCIAL IMPACT:**

The fiscal impact to the city will decrease due to pro-rated and shared expenses in the conduct of a Joint Election with the FBG-FISD.

**STAFF RECOMMENDATION:**

City Secretary Vacek recommends approval of the Joint Contract for joint election services.

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

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

---

**ATTACHMENTS:**

1. FBG City and FISD Combined Contract 5-2-2026

**APPROVAL/REVIEW:**



\_\_\_\_\_  
Leticia Vacek, City Secretary

Date: February 10, 2026



\_\_\_\_\_  
William McKamie, City Attorney

Date: February 10, 2026



\_\_\_\_\_  
Clinton Bailey, City Manager

Date: February 10, 2026

**Jim Riley**  
Elections Administrator  
Gillespie County



PO Box 351  
Fredericksburg, Texas 78624

Office (830) 997-6518  
elections@gillespiecounty.org

CONTRACT FOR ELECTION SERVICES  
City of Fredericksburg General Election  
Fredericksburg Independent School District Trustee Election  
Fredericksburg Independent School District Bond Election  
Election Day - May 2, 2026

February 10, 2026

This contract for election services made by and between the **City of Fredericksburg**, the **Fredericksburg Independent School District**, hereafter called ENTITIES and **Gillespie County Elections Administrator**, hereafter called CONTRACTING OFFICER is based on the following:

The ENTITIES and CONTRACTING OFFICER have determined that it is in the best public interest of the residents of the ENTITIES that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITIES certain election services and equipment needed by the ENTITIES for their May 2, 2026 Election for City of Fredericksburg.

**DUTIES AND SERVICES OF THE CONTRACTING OFFICER:**

1. Receive and process Early Voting for Ballot by Mail at Elections Office located at 95 Frederick Road, Fredericksburg, Texas 78624.  
MAILING ADDRESS: PO Box 351, Fredericksburg, Texas 78624.
2. Facilitate Early Voting by Personal Appearance, from April 20 – 28, 2026, at main Early Voting location 95 Frederick Road, Conference Room, Fredericksburg, Texas 78624.
3. Provide voted ballots and necessary paperwork to the Early Voting Ballot Board who will meet at the Gillespie County Elections Office, 95 Frederick Road, Fredericksburg, Texas 78624, on May 2, 2026 and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
4. Provide election training for all Early Voting and Election Day workers on equipment, paperwork and procedures.

5. Procure and provide election supplies for the Early Voting and Election Day Judges as used by the County for their contracted elections. The equipment used will be the HART InterCivic Scanners and DUOS for recording the votes. The KnowInk Poll Pads will be used for the certifying of the voters during checkin.
6. Prepare and provide adequate election poll book(s).
7. Provide the Official Registered Voter lists to the ENTITIES, upon request.
8. Have personnel available in Elections office from 7am – 7pm on May 2, 2026 to assist with any Voter Registration related questions and as needed outside these hours, including the listed days of Early Voting.
9. Deliver all contracted voting equipment and election supplies for Early Voting to polling location.
10. Have Election Judges retrieve all contracted election supplies for Election Day on May 2, 2026.
11. Return voting equipment and supplies from Early Voting after polls close on April 28, 2026.
12. Provide advisory services for the administration and supervision of the election.
13. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.
14. Report precinct results to the Secretary of State, post on the Gillespie County Election Website and provide a link to the ENTITIES, if required.
15. Prior to the start of early voting provide to the ENTITIES a written copy of the OLRV being used for the election.
16. Maintain election materials (voted ballots) and paperwork in secured storage for the allotted time as prescribed by law.

**DUTIES OF THE ENTITIES:**

1. Prepare all election orders, the Notice of Election, and publish the Notice of Election as required by law. These are to be provided also, to County Elections for publication on its website.
2. Provide the County Elections Office with ENTITIES ballot information. ENTITIES shall conduct its ballot position drawing on or about, February 20, 2026.
3. Deliver notice of the election to the CONTRACTING OFFICER not later than the 60<sup>th</sup> day before the Election Day, Saturday, March 2, 2026.

4. Procure Fredericksburg location and access for Election Day.
5. The ENTITIES shall be responsible for any loss and/or physical damage to the equipment while it is in ENTITIES possession and control.
6. Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code) The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within thirty (30) ENTITY workdays of receipt of the statement. The fees charged will be shared by the ENTITIES based on a formula using numbers and percentage of voters.

#### **GENERAL PROVISIONS:**

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **NONTRANSFERABLE FUNCTIONS:** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing:
  1. The authority with whom the applications of candidates for a place on the ballot are filed.
  2. The authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
  3. All required notices by the Texas Election Code for political subdivisions.
- C. **JOINT ELECTION:** The parties acknowledge that the Elections Administrator may contract with other entities holding elections at the same time as the ENTITIES on May 2, 2026. They also acknowledge that the ENTITIES may share the early voting location. For the spring of 2026 the Fredericksburg Independent School District will be holding their election. In addition, the Fredericksburg School District will be holding a bond election. All three of these will be held concurrently.
- D. **CANCELLATION OF ELECTION:** If either of the ENTITIES cancels its election pursuant to Chapter 2, Subchapter C of the Texas Election Code, the CONTRACTING OFFICER shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The CONTRACTING OFFICER shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and that ENTITY shall make payment therefore within 30 days from the date of receipt.
- E. **PAYMENT:** ENTITIES shall pay the CONTRACTING OFFICER'S invoice within 30 days from the date of receipt.
- F. **EXPENSE ITEM LARGER THAN \$500:** If a single election expense exceeds

\$500, the CONTRACTING OFFICER reserves the right to invoice ENTITIES for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. ENTITIES shall pay such invoice within 30 days from the date of receipt. See attached estimate of expenses (Exhibit C).

- G. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- H. **CONTRACT COPIES TO TREASURER AND AUDITOR:** In accordance with Section 31.099 of the Texas Election Code, the CONTRACTING OFFICER agrees to file copies of this contract with the County Treasurer of Gillespie County, Texas, the County Treasurer of the City of Fredericksburg, the Treasurer of the Fredericksburg Independent School District and the County Auditor of Gillespie County, Texas.
- I. **CHOICE OF LAW AND VENUE:** This agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Gillespie County, Texas.
- J. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in terms of the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- K. **FORCE MAJEURE:** In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, the CONTRACTING OFFICER shall be excused from such obligations beyond control and undertakings set forth under the terms of this agreement

X

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Matt Seidenberger  
FISD Board President

X

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Jeryl Hoover  
Mayor City of Fredericksburg

X

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Leticia Vacek  
City Secretary, City of Fredericksburg

X

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Jim Riley  
Elections Administrator, Gillespie County

## EXHIBIT A

### EARLY VOTING LOCATIONS AND TIME PERIOD

April 20, 2026 through April 28, 2026

#### Early Voting:

Gillespie County Annex 3, 95 Frederick Road, Conference Room, Fredericksburg,  
Texas 78624

Hours 8:00 AM – 5:00 PM Monday through Friday with the following exceptions:  
Monday, April 27, 2026 and Tuesday, April 28, 2026 – Polls open 7:00 AM – 7:00 PM

#### Voting by Mail:

Applications for ballot by mail shall be mailed to:

Gillespie County Elections

PO Box 351

Fredericksburg, Texas 78624

Applications for ballot by mail must be received no later than the close of  
business on **April 20, 2026.**

Elections Office located at 95 Frederick Road, Fredericksburg, Texas 78624.

## **EXHIBIT B**

### **ELECTION DAY POLLING LOCATION**

May 2, 2026

All Precincts:

Gillespie County Annex 3,  
95 Frederick Road,  
Conference Room,  
Fredericksburg, Texas 78624

Polls open 7:00 AM – 7:00 PM

**EXHIBIT C**

<b>ITEM</b>	<b>#</b>	<b>COST PER ITEM</b>	<b>ACTUAL COST</b>	<b>QUOTE COST</b>
Rental of Hart Verity Duo & Verity Scan – EV	1	\$264.25 x 6 days	\$1585.50	\$1585.50
Rental of Hart Verity Duo & Verity Scan – ED	1	\$264.25	\$264.25	\$264.25
HART Programing Fees POLL BOOK	3	\$35	\$105	\$70
Shipping Media Cards	1	\$45	TBD	TBD
Cost of Ballots		TBD	TBD	TBD
Security for Election Day CCS - TBD66.50/HR	0	TBD	TBD	TBD
Security for EV/EVBB - TBD66.50/HR	0	TBD	TBD	TBD
Advertise Logic and Accuracy Testing in Fredericksburg Standard	0	TBD	TBD	TBD
Logic and Accuracy Testing	0	TBD	TBD	TBD
Coordinating and forwarding all election info to Hart, proofing, etc.			0	0
Tabulation of Early and Election Days Results and Canvass Forms			\$0	\$50
Early Voting, Election Day, Central Count Kits	1	\$100	\$100	\$100
Early Voting workers (8 Members)	0	1 Judges 4 Clerks X 7 days	TBD	TBD
Early Voting Ballot Board (3 Members) Manual Count team	0	1 judge & 3 clerk for 3 hours	TBD	TBD
Central Counting Station (3 Members)	0	1 judge, 1 CCM, 1 Tabulation Sup	TBD	TBD
Election Day workers	0	2 Judges 8 Clerk's 13 hours	TBD	TBD
Processing Ballot by Mail Requests, postage, etc.			\$15	\$100
		SUBTOTAL	\$2,069.75	\$2,194.75
Administrative Costs (10% of total)			\$206.98	\$219.48
		GRAND TOTAL	<b>\$2276.73</b>	<b>\$2,414.23</b>



## CITY COUNCIL AGENDA MEMO

**DEPARTMENT:** Development Services  
**TO:** Mayor & City Council Members  
**FROM:** Cliff Cross, Director of Development Services  
**MEETING DATE:** February 17, 2026

**CATEGORY:** OTHER ACTION ITEMS AND UPDATES

**CAPTION:** Consider selection and approval of Kimley Horn to assist the City in the development of a Unified Development Code and authorizing the City Manager to negotiate a professional services contract up to \$175,000.00 for the initial phase of the project. (Cliff Cross, Director of Development Services)

### **SUMMARY:**

Consider selecting Kimley Horn to assist the City in the development of a Unified Development Code and authorizing the City Manager to negotiate a professional services contract up to \$175,000.00 for the initial phase of the project.

### **BACKGROUND:**

The City of Fredericksburg sought proposals from qualified consultant teams interested in assisting the community in drafting and preparing a functional, practical, reasonable, and responsible Unified Development Code (UDC). The project description included the need for overhauling and consolidating the existing development-related ordinances into a single, easy-to-use document that will be housed in a single chapter of the Fredericksburg Code of Ordinances.

The primary objective of the UDC will be to provide a regulatory document that will be used to implement The City of Fredericksburg's 2024 Comprehensive Plan and other Master Plans. The code will be a primary tool to accommodate and manage the growth the region is experiencing, while maintaining Fredericksburg's exceptional quality of life sustained through its history, cultural identity, environment, geography, architecture, and natural resources. The response submission deadline was Wednesday, December 17<sup>th</sup>, 2025 at 3:00 pm. cst.

The City received 13 responses to the RFQ. Once received, staff evaluated the proposals based upon a ranking system. The ranking system consisted of 5 criteria that included the following:

1. Completeness and Clarity
2. Understanding of Community and State
3. Experience, Knowledge and Reputation
4. Past Performance on Similar Projects
5. Planning Approach and Timeline

Upon completion of the individual staff reviews, evaluations, reference checks and discussions staff ranked the individual responses and identified the top four firms, which are the following:

1. Kimley Horn - 91.40
2. Halff - 89.80
3. Kendig Keast - 89.70

4. Freese & Nichols - 89.30

**FUNDING SOURCE:** 01-27-5015-00 - Development Services UDC Budget Allocation

**FINANCIAL IMPACT:**  
\$175,000.00

**STAFF RECOMMENDATION:**

Based upon completion of the reviews and ranking of the responding firms, staff is recommending Kimley Horn be selected to assist the City in the drafting and formal adoption of a Unified Development Code and further requesting approval authorizing the City Manager to negotiate a Professional Services Contract up to \$175,000.00 for the initial phase of the project.

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

Governance

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**ATTACHMENTS:**

1. UDC Final Rating Packet Summary

**APPROVAL/REVIEW:**



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Cliff Cross, Director of Development Services

Date: February 10, 2026



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Garret Bonn, Assistant City Manager

Date: February 10, 2026



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William McKamie, City Attorney

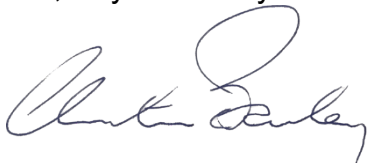
Date: February 10, 2026



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Leticia Vacek, City Secretary

Date: February 10, 2026



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Clinton Bailey, City Manager

Date: February 10, 2026

**Unified Development Code  
Respondent  
Evaluation Criteria Final Rankings**



<b>Firm</b>	<b>Overall Score</b>	<b>Rank</b>
Kimley Horn	<b>91.40</b>	1
Halff	<b>89.80</b>	2
Kendig Keast	<b>89.70</b>	3
Freese & Nichols	<b>89.30</b>	4

**Unified Development Code  
Respondent  
Evaluation Criteria**



Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number	<b>100.0</b>
<b>1. Completeness and Clarity:</b> (0-5 Rating For Each Column)	<b>10.0</b>
Submittal of Required Material	0-5
Clarity, Format and Correctness	0-5
<b>2. Understanding of the Community and State</b> (0-5 Rating For Each Column)	<b>10.0</b>
Understanding of Community	0-5
Understanding of State	0-5
<b>3. Experience, Knowledge and Reputation</b> (0-5 Rating For Each Column)	<b>20.0</b>
Project Manager	0-5
Project Personnel and Roles	0-5
Previous UDC and Associated Plan Development	0-5
Credentials and References	0-5
<b>4. Past Performance on Similar Projects</b> (0-6 Rating For Each Column)	<b>30.0</b>
Perform Work as Requested	0-6
Successfully Shepard Similar Projects Through a Development and Adoption Process	0-6
Adaspt to Changing Circumstances	0-6
Respond to Challenges	0-6
Introduce Creative Solutions and Public Engagement	0-6
<b>5. Planned Approach and Timeline</b> (0-30 Rating)	<b>30.0</b>
Team Approach, Innovative Concepts, Creativity	0-30

**Unified Development Code  
Respondent  
Evaluation Criteria Scoring Summary**



<b>Firm</b>	<b>1. Completeness and Clarity (0-10)</b>	<b>2. Understanding of the Community and State (0-10)</b>	<b>3. Experience, Knowledge and Reputation (0-20)</b>	<b>4. Past Performance and Similar Projects (0-30)</b>	<b>5. Planned Approach and Timeline (0-30)</b>	<b>Overall Score (Max 100)</b>
Kimley Horn	10.00	10.00	18.40	26.40	26.60	<b>91.40</b>
Halff	10.00	10.00	18.10	25.60	26.10	<b>89.80</b>
Kendig Keast	10.00	9.80	18.30	25.00	26.60	<b>89.70</b>
Freese & Nichols	10.00	9.50	17.90	26.50	25.40	<b>89.30</b>



## CITY COUNCIL AGENDA MEMO

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**DEPARTMENT:** City Secretary  
**TO:** Mayor & City Council Members  
**FROM:** Clinton Bailey, City Manager  
**MEETING DATE:** February 17, 2026

**CATEGORY:** ITEMS FOR FUTURE AGENDA

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

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**SUMMARY:**

This item is a standing item on each agenda to review upcoming meetings and items.

**BACKGROUND:**

Said item has been a longstanding item on each Regular Meeting agenda.

**FUNDING SOURCE:** n/a

**FINANCIAL IMPACT:**  
n/a

**STAFF RECOMMENDATION:**

City Manager Bailey will review the list and request items from the Council for future dates.

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**COMPREHENSIVE PLAN GUIDING PRINCIPLE:**

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

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**ATTACHMENTS:**

1. Future Agenda Items List 02-17-26

**APPROVAL/REVIEW:**



Leticia Vacek, City Secretary

Date: February 10, 2026



Clinton Bailey, City Manager

Date: February 10, 2026

## City Council Future Agenda Items/Meetings

### March 3, 2026 Regular Council Meeting

March 3 <sup>rd</sup>	Recognition of Frank Stead's Retirement	Lynn Bizzell, Fire Chief
March 3 <sup>rd</sup>	R-O-W Release – East Orchard Street (Consent)	Kris Kneese, PW Director
March 3 <sup>rd</sup>	Building Code/Fee Structure Amendments	Cliff Cross, DSD Director
March 3 <sup>rd</sup>	Festival Road Closure (Warehouse Row Makers Market on Lincoln St.)	Andrea Schmidt, Parks Director
March 3 <sup>rd</sup>	Quarterly Update from EDC	Tim Lehmborg, EDC Director

### March 17, 2026 Regular Council Meeting

March 17 <sup>th</sup>	Designation of "StormReady" from the Natl Weather Service	Ashley Morris/Jason Runwen, NWS
March 17 <sup>th</sup>	Ordinances (location for SOB, Vape, & Tattoo Shops, Gaming Parlors)	Cliff Cross, DSD Director
March 17 <sup>th</sup>	<b>Tabled:</b> Ordinance 2025-53: Leaf & Brush Collection Services	Tabled by City Council

### Upcoming Meetings/Events

Feb. 24 <sup>th</sup>	Citizen University – 6 pm @ Fire Training Room (City Attorney & City Secretary)
March 3 <sup>rd</sup>	Regular City Council Meeting - 9 am @ City Council Chamber
March 11 <sup>th</sup>	Coffee with the City Manager - 8am @ Cardinal Room (Speaker: Scott Fair, GCAD)