



City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA

MONDAY, MARCH 21, 2022 ~ 6:00 P.M.

LAW ENFORCEMENT CENTER

1601 E. MAIN STREET

FREDERICKSBURG, TEXAS 78624

Charlie Kiehne, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Jerry Luckenbach, Councilmember
Kathy O'Neill, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, March 21, 2021 at 6:00 p.m. This meeting will be held in person and livestream on our YouTube Channel.

Link to City of Fredericksburg YouTube Channel [Fredericksburg, Texas USA - YouTube](https://www.youtube.com/c/FredericksburgTexasUSA)
(<https://www.youtube.com/c/FredericksburgTexasUSA>)

1. CALL TO ORDER

2. INVOCATION

(Eric Hammersen, City resident)

3. PLEDGE OF ALLEGIANCE

4. EMPLOYEE RECOGNITIONS

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

The City Council welcomes citizen participation and comments at all City Council Regular Meeting.

A. Written Comments: to be submitted remotely:

- i. Must be received by 3 p.m. on March 21, 2022
- ii. Complete the Citizen Comment Form online at www.fbgtx.org; or
- iii. Email your comments to CitizenComments@fbgtx.org; or
- iv. Complete a Citizen Comment Form located inside the Public Access entrance at 126 W. Main Street, Fredericksburg, Texas, and place in the box marked Citizen Comment Form.

Copies of the submitted comments will be provided to the City Council and made public on the City website under the "March 21, 2022, City Council Regular Meeting" tab.

B. Verbal Comments:

- i. Sign up in-person between 5:30 p.m. and 6 p.m. at the Law Enforcement Center in order to comment.
- ii. You will be limited to 3 minutes to speak.
- iii. If any citizen has handouts for these should be provided to the City Secretary prior to 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.

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 CITY COUNCIL.

- A. Consider approval of City Council Minutes:
 - i. March 1, 2022 Special Joint Meeting
(Agenda Packet Pages 5-8)
 - ii. March 7, 2022 Regular Meeting
(Agenda Packet Pages 9-16)

7. PUBLIC HEARINGS

- A. Consider holding a public hearing to receive comments for or against the following request by Joe Salinas Jr. for approximately 4.83 acres of land described as a portion of GE Co Outlet #192, located at the southwest intersection of W. Live Oak St. and Smokehouse Road (Z-2204) (Jason Lutz, Development Services Director)
(Agenda Packet Pages 17-44)
 - i. Future Land Use Classification change from “Low Density Residential” (LDR) to “Medium Density Residential” (MDR) for 4.332 acres
 - ii. Zoning Change from “Single-Family Residential” (R1) to “Mixed Residential” (R2) for 4.332 acres
 - iii. Future Land Use classification change from “Low Density Residential” (LDR) to “Medium Density Residential” (MDR) for 0.508 acres
 - iv. Annexation Agreement for approximately 0.508 acres of land
 - v. Voluntary Annexation and a proposed Zoning Classification of “Mixed Residential” (R2) for 0.508 acres

- B. Consider holding a public hearing to receive comments for or against a Conditional Use Permit for to the land use for property located at 419 W. Main Street to allow “Single Family Residential Detached” (Z-2205) (Jason Lutz, Development Services Director)
(Agenda Packet Pages 45-50)

8. ORDINANCES AND RESOLUTIONS

- A. Consider the approval of Ordinance 2022-13 amendments to the City’s Zoning Code regarding Short-Term Rentals, development standards, parking requirements, Land Use Charts, definitions, impervious cover and other regulations (second reading) (Jason Lutz, Development Services).
(Agenda Packet Pages 51-154)

- B. Consider the following items requested by Joe Salinas Jr. for approximately 4.83 acres of land described as a portion of GE Co Outlot #192, located at the southwest intersection of W. Live Oak St. and Smokehouse Road (Z-2204) (Jason Lutz, Development Services Director) (Agenda Packet Pages 17-44)
 - i. Ordinance 2022-16 adopting a change in the Comprehensive Plan specifically in the Land Use Map and changing from “Low Density Residential” (LDR) to “Medium Density Residential” (MDR) for 4.332 acres
 - ii. Ordinance 2022-17 amending the Zoning Ordinance and changing the Zoning District from “Single-Family Residential” (R1) to “Mixed Residential” (R2) for 4.332 acres

- iii. Ordinance 2022-18 adopting a change in the Comprehensive Plan specifically in the Future Land Use Map and change from “Low Density Residential” (LDR) to “Medium Density Residential” (MDR) for 0.508 acres
- iv. Ordinance 2022-19 Annexing approximately 0.508 acres of land, being a portion of Outlot 192, as shown on the map of Fredericksburg and Environs by German Emigration Company in Gillespie County and amending the Zoning Ordinance of the City to establish the Zoning District of said territory as R-2 “Mixed Residential”.

9. OTHER ACTION ITEMS AND UPDATES

- A. Consider approval of a Conditional Use Permit for the land use for property located at 419 W. Main Street to be “Single-Family Residential Detached” (Z-2205) (Jason Lutz, Development Services Director).
(Agenda Packet Pages 45-50)
- B. Consider approval of Annexation Agreement for request by Joe Salinas Jr. for approximately 0.508 acres of land described as a portion of GE Co Outlot #192, located at the southern portion of 1161 W. Live Oak St. (Z-2204) (Jason Lutz, Development Services Director).
(Agenda Packet Pages 17-44)
- C. Consider approval of a bid award for the City Broadband Project Award and approve a Master Service Agreement with a Consortium of JC Communications, Plummer, CommScope, GDT, and HCTC (Eric Whiting, IT Director).
(Agenda Packet Pages 155-178)
- D. Consider approval of an Interlocal Cooperation Agreement for Mutual Aid with Kerrville and Boerne IT Departments for the purpose of Information Technology Services (Eric Whiting, IT Director).
(Agenda Packet Pages 179-188)

10. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA.

11. CITY MANAGER’S REPORT

- A. City Council/County Commissioners Joint Meeting
- B. Municipal Utility District Petition
- C. Police Chief Recruitment

12. COUNCIL COMMENTS

Reports about items of community interest, which no action will be taken.

13. ITEMS FOR FUTURE AGENDA

(Agenda Packet Page 189)

14. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.074 (Personnel Matters) and Section 551.071 (Consultation with Attorney):

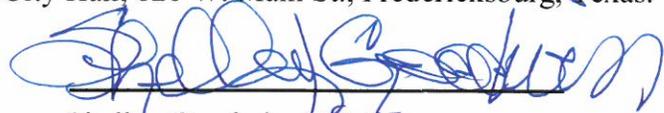
- A. Consider and discuss the appointment, evaluation, and/or duties of a public officer or employee, specifically the City Manager (Section 551.074) and
- B. Consider and discuss City of Fredericksburg, Texas vs. Arch Ray, LLC, and Fiesta on River RV Resort, LLC, pending in 216th Dist. Court (551.071)

15. BUSINESS ITEM

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

16. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 4:00 p.m. on March 16, 2022, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



Shelley Goodwin, TRMC
City Secretary



**CITY COUNCIL AND GILLESPIE COUNTY
COMMISSIONERS COURT JOINT SPECIAL
MEETING**

**TUESDAY, MARCH 1, 2022 – 8:30 A.M.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624**

The City of Fredericksburg City Council and Gillespie County Commissioners Court held a special session on Tuesday, March 1, 2022 at 8:30 a.m. This meeting was held in person at the Law Enforcement Center in Fredericksburg, Texas.

City Council Members Present:

Mayor Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Kathy O'Neill
Councilmember Bobby Watson

City Council Members Absent:

None

County Commissioners Present:

County Judge Mark Stroehrer
Commissioners Donnie Schuch
Commissioner Charlie Olfers
Commissioner Kevin Kramer
Commissioner Dennis Neffendorf

County Commissioners Absent:

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Braxton Roemer, Police Lt.
Eric Whiting, Information Technology Director
Lea Feuge, Public Information Officer
Garret Bonn, Assistant City Engineer
Leslie Ball- Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

County Staff Present:

Buddy Mills, Sheriff
Mary Lynn Rusche, County Clerk
Dana Smith, Human Resources Director
Vickie Schmidt, Tax Assessor/Collector

1. CALL TO ORDER

Mayor Kiehne called the work session meeting of the Fredericksburg City Council and Gillespie County Commissioners to order at 8:30 a.m. on Monday, March 1, 2022. Mayor Kiehne and County Judge Stroeder announced the City Council and Commissioners have a quorum.

2. PLEDGE OF ALLEGIANCE

Gary Saucier led the Pledge of Allegiance.

3. PUBLIC COMMENTS

Cord Switzer spoke regarding the Relief Route cost.

Eric Hammerson spoke regarding putting funds into our existing roads instead.

Gary Saucier spoke about doing what is suitable for the community and the cost.

4. PRESENTATION, DISCUSSION, REVIEW AND POSSIBLE DIRECTION AND ACTION

A. Proposed Relief Route Project

Kent Myers, City Manager, introduced the Relief Route Committee. He reviewed the history of the project. He also provided an update on a recent meeting with TxDOT.

B. Consider the approval of Joint Resolution (County #) and (City 2022-04R) of the City of Fredericksburg, Texas, and Gillespie County, Texas, to discontinue all efforts to design and construct the proposed Relief Route Project.

The City Council and the County Commissioners discussed past traffic studies and how the proposed routes were created. They also discussed the future benefits the proposed routes could bring in the future.

Councilmember O’Neill provided three amendments to the proposed Resolution that she recommends for approval.

The County Commissioners and City Council agreed by consensus not to move forward with the proposed three amendments.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Resolution 2022-04R of the City of Fredericksburg, Texas, and Gillespie County, Texas, to discontinue all efforts to design and construct the proposed Relief Route Project. The City Council held a roll call vote:

- Mayor Kiehne aye
- Councilmember Watson aye
- Councilmember Luckenbach aye
- Councilmember Musselman aye
- Councilmember O’Neill nay

The motion carried (4 ayes and 1 nay).

Motion: A motion was made by Commissioner Neffendorf, seconded by Commissioner Olfers, to approve Resolution 2022-04R of the City of Fredericksburg, Texas, and Gillespie County, Texas, to discontinue all efforts to design and construct the proposed Relief

Route Project. The County Commissioners voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Discussion related to proposed upcoming Joint Meetings.

Kent Myers, City Manager, discussed possible topics for upcoming Joint Meetings:

- New site for future Fire Station
- Broadband Services
- Update on efforts to get Sports Park
- Fire/EMS Communication system
- Update on the growth within the City and County

Both the County Commissioners and the City Council agreed to Joint Meetings to discuss the proposed topics.

5. ADJOURN

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to adjourn the Tuesday, March 1, 2022, City Council Joint Special Meeting at 9:20 a.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Judge Stroehrer ended the Joint Special Meeting at 9:20 p.m. for Gillespie County Commissioners Court with no more discussion.

Charlie Kiehne
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING MARCH 7, 2022

The City of Fredericksburg City Council held their regular session on Monday, March 7, 2022 at 6 p.m. This meeting was held in person at the Law Enforcement Center and live streamed on the Fredericksburg YouTube Channel.

Members Present:

Mayor Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Bobby Watson
Councilmember Kathy O'Neill

Members Absent:

No one was absent.

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Steve Wetz, Police Chief
Brian Vorauer, Patrol Lieutenant
Eric Whiting, Information Technology Director
Lea Feuge, Public Information Officer
Jason Lutz, Development Services Director
Leslie Ball- Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Kiehne called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, March 7, 2022.

2. INVOCATION

Bill Wilder, FISSD Head Coach, resident, led the Invocation.

3. PLEDGE OF ALLEGIANCE

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, stated he had received the following recognitions:

- Mickey Moellering, Animal Control, a letter thanking him for going above and beyond with a goose in the park
- Karen Hilge, Permit Clerk, an email thanking her for her customer service and professionalism

5. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

No one wished to speak.

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 CITY COUNCIL.

A. Consider approval of City Council Minutes:

- i. January 12, 2022 Special Meeting
- ii. February 21, 2022 Regular Meeting

B. Consider approval of the street closures for

- i. 175th Anniversary Parade on Saturday, May 7, 2022, at 10 a.m. on Main Street,
- ii. Fourth of July Parade on Monday, July 4, 2022, at 10 a.m. on Main Street and consider approval of 2022 liability insurance,
- iii. Gillespie County Fair Parade on Friday, August 26, 2022, at 10 a.m. on Main Street, and;
- iv. Light the Night Christmas Parade on Friday, December 2, 2022, at 6:30 p.m. on Main Street with an inclement weather day of Friday, December 9, 2022.

C. Consider approval of the removal of the requirement for special events to submit a Written Health & Safety Plan through the special event application process, effective immediately.

D. Consider approval of a settlement with Teva Subdivision Release Form, to resolve opioid related claims against Teva Pharmaceuticals

The City Council pulled Agenda Item 6. C. to be considered separately.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Consent Agenda item 6. C. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider approval of the removal of the requirement for special events to submit a Written Health & Safety Plan through the special event application process, effective immediately.

Jennifer Krupa, Special Events Coordinator, stated that with the Emergency Declaration's removal, the need for a safety plan is no longer needed and can be removed.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to approve Consent Agenda items 6. A. B. and D. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

7. PUBLIC HEARINGS

A. Consider holding a public hearing to receive comments for or against the amendments to the City's Zoning Code regarding Short-Term Rentals, development standards, parking requirements, Land Use Charts, definitions, impervious cover and other regulations (Z-2120)

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 6:25 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Bruce Nichols, City resident, spoke in support of the proposed Short-Term Ordinance and issues he has experienced with STRs.

David Agerton, STR owner, spoke regarding the City's need to focus on senior services and other needs to improve the community, not STRs.

Milton Buckley, City resident, spoke regarding the Visioning documents and encouraged the City Council not to pass the Ordinance because it is illegal.

Randy Briley, City resident, spoke regarding the history of the Visioning document, the mission statement, and the history of the STR.

Leslie Spraggins, City resident, spoke regarding the proposed Ordinance being illegal.

Tara Huchinson, City resident, spoke regarding the need to slow down the process and to make sure the City Council is making changes for the right reasons.

Carol Hammersen, City resident, read a statement from Valdemar Putin and encouraged the City Council to adopt a compromise Ordinance.

Jerry Hemphill, City resident, spoke regarding the lack of facts regarding the changes and encouraged the City Council to slow down the process.

Denise Morris, City resident, spoke regarding her experience working with STRs.

Bill Synder, City resident, spoke regarding the residents who voiced their concerns and feels the changes should benefit residents.

Mike Mahoney, City resident, spoke and used a prop to demonstrate how the changes to the proposed Ordinance would affect the neighborhoods.

Louis Miller, City resident, encouraged the City Council to vote down version 5 of the proposed Ordinance and regroup.

Matt Durette, City resident, stated he feels the process is moving too fast and not considering impact to the businesses and owners.

Jeff Morin, City resident, spoke regarding the regulations and the loss of property rights.

Sheila Bibler, City resident, spoke regarding tourism being the only industry. She spoke about affordable housing and should not be blamed on STR.

Emaly Baehr, City resident, read a letter on behalf of the Hill Country Board of Realtors, who requested that this item be tabled. She provided copies of the letter.

Jason Kemp, owner of a STR, encouraged the City Council to take a reasonable approach and to table Agenda Items 8A and 8B.

Belinda McDonnell, City resident, spoke regarding the process of the proposed Ordinance and requested the City Council table Agenda Items 8 A and 8 B.

Michael Manning, County resident, spoke regarding the company he works for and his work with STRs.

Emily Read, Cozy Rentals, spoke regarding how affordable housing issues are not related to STRs. She provided the history of how they do business and the needed integrity.

Maggie Payne, City resident, provided the history of issues with STR around her.

Carmen Armstrong, City resident, spoke regarding rules and regulations that are not being enforced.

Susan Ottmers, City resident, stated the City has promoted tourism successfully and stated that she supports STRs but no party houses.

Decny Haertlein, City resident, spoke regarding the burden should be on the STR owners and how STRs should not be in the R1 neighborhood.

Catalina Siller, Heaven Host, spoke regarding their treatment of owners and renters. She also reviewed the benefits STRs bring to the City and other businesses.

Christy Lockhart declined to comment.

Bradley Finley declined to comment.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 8:10 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

8. ORDINANCES AND RESOLUTIONS

A. Consider the approval of Ordinance 2022-13 amendments to the City’s Zoning Code regarding Short-Term Rentals, development standards, parking requirements, Land Use Charts, definitions, impervious cover and other regulations (Z-2120) (City Council may waive second reading)

Jason Lutz, Director of Development Services, provided the history and the goals for the proposed Ordinance. He also clarified the Planning and Zoning Commission role within the proposed Ordinance. He reviewed the amendments the Planning and Zoning Commission approved. He also stated he has a property that may be eligible for an STR, and has filed an Affidavit of Conflict of Interest, and he will not take part in the discussion on those items.

Daniel Jones, City Attorney, reviewed the process used to draft the proposed Ordinance and the timeline for adopting the Ordinance within 20 days.

Motion: A motion was made by Councilmember O’Neill, seconded by Councilmember Watson, to approve Section 2.100 as presented and including Planning and Zoning Commission’s recommended changes. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

The City Council discussed 50% or more of the properties on one side of the street.

Motion: A motion was made by Councilmember O’Neill, seconded by Councilmember Luckenbach, to approve Section 3.100 under the CUP process criteria for applying as “if 2 or more interior property lines or one corner property line abutting an unoccupied STR and since STR and B&B are not included in the calculation then delete the percentage. The City Council voted three

(3) for, and two (2) opposed (Mayor Kiehne and Councilmember Musselman). The motion carried.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Section 3.110 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Section 3.120 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O'Neill, to approve Section 3.200 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember O'Neill, seconded by Councilmember Watson, to approve Section 3.205 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to approve Section 3.210 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O'Neill, to approve Section 3.220 as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 3.500, as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to approve Section 3.510, as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to approve Section 3.800, as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O'Neill, to approve Section 3.810, as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to delete Section 4.400, as presented. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to delete all of Section 5.400 except the first paragraph. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember O’Neill, seconded by Councilmember Musselman, to have staff rewrite Section 5.401 and bring back for the City Council to review. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to approve Section 5.460 in black ink. The City Council voted four (4) for, and one (1) opposed (Councilmember O’Neill). The motion carried unanimously.

Motion: A motion was made by Councilmember O’Neill, seconded by Councilmember Musselman, to approve Section 6.110 and add “not exceeding 365 days”. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Section 7.320. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 7.320. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 7.330. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 7.340. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 7.710. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Section 7.820, 7.825, 7.860, 7.940, and 8.220. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

B. Consider the approval of Ordinance 2022-14 amending Appendix A – Fee Schedule, of the Code of Ordinances, to amend the Permit Fees assessed for City issued Short Term Rental Permits; and providing for an effective date (City Council may waive second reading)

Kent Myers, City Manager, reviewed the reasons for changing fees; this fee change will allow the City to recover their expenses related to STRs. He stated that staff recommends going with the tiered option #1 based upon the bedroom units.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to approve Ordinance 2022-14 amending Appendix A – Fee Schedule, of the Code of Ordinances, to amend the Permit Fees assessed for City issued Short Term Rental Permits; and providing for an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider the approval of Ordinance 2022-15 amending Article 24.000-Recreational Fees, of Appendix A – Fee Schedule, of the Code of Ordinances, to establish pricing

for occupancy of campsites at Lady Bird Johnson Municipal Park during the 2024 Eclipse Event; and requiring a four (4) night minimum occupancy for said campsites during the 2024 Eclipse Event; and providing for an effective date (City Council may waive second reading)

Jennifer Krupa, Special Event Coordinator, provided the planning history of the proposed event. She stated staff is requesting an increase in fees and regulations related to the RV Park and tent camping during the 2024 Eclipse Event. She updated the City Council on the process they are using now and that they need to recoup their cost.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to approve Ordinance 2022-15 amending Article 24.000-Recreational Fees, of Appendix A – Fee Schedule, of the Code of Ordinances, to establish pricing for occupancy of campsites at Lady Bird Johnson Municipal Park during the 2024 Eclipse Event; and requiring a four (4) night minimum occupancy for said campsites during the 2024 Eclipse Event; and providing for an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

D. Consider the approval of Resolution 2022-05R designating property located at 208 Woodcrest, in the City of Fredericksburg, as a Local Historic Landmark

Anna Hudson, Historic Preservation Officer, provided a history of the property and the rising interest in mid-century architecture. She stated both the owner and Historic Review Board support the designation.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O’Neill, to approve Resolution 2022-05R designating property located at 208 Woodcrest, in the City of Fredericksburg, as a Local Historic Landmark. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

9. OTHER ACTION ITEMS AND UPDATES

A. Consider an update from on Fort Martin Scott and the Former Texas Rangers Heritage Center Museum.

This item was removed from the agenda.

10. PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA.

Jeannette Hormuth, City residents, spoke regarding turning back the American Rescue Funds.

MaryLee Marschall, City residents, read a portion of a book written by Robert F. Kennedy Jr. named The Real Anthony Fauci.

Tom Marschall, City residents, spoke regarding the planning of the 2024 Eclipse.

11. COUNCIL COMMENTS

Councilmember Luckenbach reported on the Gillespie County Commissioner’s Court Meeting and the approval of 3 electric car charging stations.

Councilmember Watson reported that the Gillespie County Airport business is picking back up

Councilmember Musselman congratulated Daniel Jones on being elected as County Judge. He also spoke regarding respect when people disagree.

Councilmember O’Neill congratulations to Daniel Jones as well.

Mayor Kiehne thanked the Planning and Zoning Commission for their work on the STR proposed ordinance and congratulated the Chamber of Commerce for a great Annual Banquet. He also encouraged men to enter into the 175th Anniversary beard contest.

12. ITEMS FOR FUTURE AGENDAS

Kent Myers, City Manager, reviewed the Future Agenda Items.

13. EXECUTIVE SESSION

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

A. Consider and discuss City of Fredericksburg, Texas vs. Arch Ray, LLC, and Fiesta on the River RV Resort, LLC, pending in the 216th District Court [551.071]

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of the Regular Meeting and into Executive Session at 11:28p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Mayor Kiehne, to go out of the Executive Session and into the Regular Meeting at 11:54p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

14. BUSINESS ITEM

No action was taken.

15. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to adjourn the Monday, March 7, 2022, City Council Regular Meeting at 11:55 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Charlie Kiehne
Mayor

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: March 21, 2022

TO: Mayor and City Council Members

FROM: Jason Lutz

SUBJECT: Z-2204 – REQUEST BY JOE SALINAS JR TO CONSIDER THE FOLLOWING:

1. A REQUESTED FUTURE LAND USE CLASSIFICATION CHANGE FROM “LOW DENSITY RESIDENTIAL” (LDR) TO “MEDIUM DENSITY RESIDENTIAL” (MDR) FOR APPROXIMATELY 4.332 ACRES OF LAND DESCRIBED AS GE CO #192, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD. (1129, 1161, AND 1145 W. LIVE OAK ST).
2. A REQUESTED ZONING CHANGE FROM “SINGLE-FAMILY RESIDENTIAL” (R1) TO “MIXED RESIDENTIAL” (R2) FOR APPROXIMATELY 4.332 ACRES OF LAND DESCRIBED AS GE CO #192, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD. (1129, 1161, AND 1145 W. LIVE OAK ST).
3. A REQUESTED FUTURE LAND USE CLASSIFICATION CHANGE FROM “LOW DENSITY RESIDENTIAL” (LDR) TO “MEDIUM DENSITY RESIDENTIAL” (MDR) FOR APPROXIMATELY 0.508 ACRES OF LAND DESCRIBED AS GE CO #192, LOCATED 150 FEET SOUTH OF 1161 W. LIVE OAK ST.
4. A REQUESTED ANNEXATION AGREEMENT FOR APPROXIMATELY 0.508 ACRES OF LAND DESCRIBED AS GE CO #192, LOCATED 150 FEET SOUTH OF 1161 W. LIVE OAK ST.
5. A REQUESTED VOLUNTARY ANNEXATION AND A PROPOSED ZONING CLASSIFICATION OF “MIXED RESIDENTIAL” (R2) FOR APPROXIMATELY 0.508 ACRES OF LAND DESCRIBED AS GE CO #192, LOCATED 150 FEET SOUTH OF 1161 W. LIVE OAK ST.

The City of Fredericksburg

Summary:

The applicants own approximately 4.83 acres of land, located at the southwest intersection of W. Live Oak St. and Smokehouse Rd. The applicants are seeking to have their entire property under one zoning district category and one future land use classification. To achieve this goal, the applicant is requesting a land use and zoning change of the existing city limit parcels and will also seek to annex the remaining 0.508 acres of land into the city limits and establish the requested zoning for the entire tract.

Background:

In 2019 approximately 4.332 acres of the applicant's property were annexed into the City Limits. The owner also signed a non-annexation agreement with the City to keep 0.508 acres of the property in the City's ETJ. This agreement stipulated that upon the applicant filing a development application or permit, the agreement would be considered the petition for voluntary annexation.

Analysis:

The property is currently composed of single-family residential homes and vacant undeveloped land.

Land uses surrounding this property includes undeveloped property to the north, vacant and single-family homes to the west, manufactured housing to the south, and single-family residential to the east, across smokehouse Rd. Additionally, there are some medium density residential homes (R1A) in the area to the south and southwest.

The Future Land Use Plan identifies the subject area as a "Low Density Residential".

Surrounding zoning is Single-family residential to the west, south, and east (across Smokehouse Rd). There are also some R1A zoning in the immediate area, which is allowed under the requested R2 zoning district.

The 0.508-acre tract that is not within the City Limits abuts a manufactured housing community to the south. Annexation of this area would close in an existing donut hole within the City and would be in accordance with the non-annexation agreement signed by the owners.

City Council will need to approve an annexation agreement prior to deciding on the requested future land use and zoning changes for the 0.58-acre tract.

Recommendation:

P&Z Held a public hearing on March 9, 2022 and recommended unanimous approval of the requested land use changes, zoning changes, annexation, and proposed zoning.

Staff recommends approval of the requested future land use changes, zoning changes, annexation agreement, and proposed zoning of the annexation area.

Attachments:

Draft Annexation Agreement, Draft Land Use Ordinance, Draft Zoning Change Ordinance, Draft Annexation & Zoning Ordinance, Future Land Use Map, Zoning Map, and Signed Non-Annexation Agreement



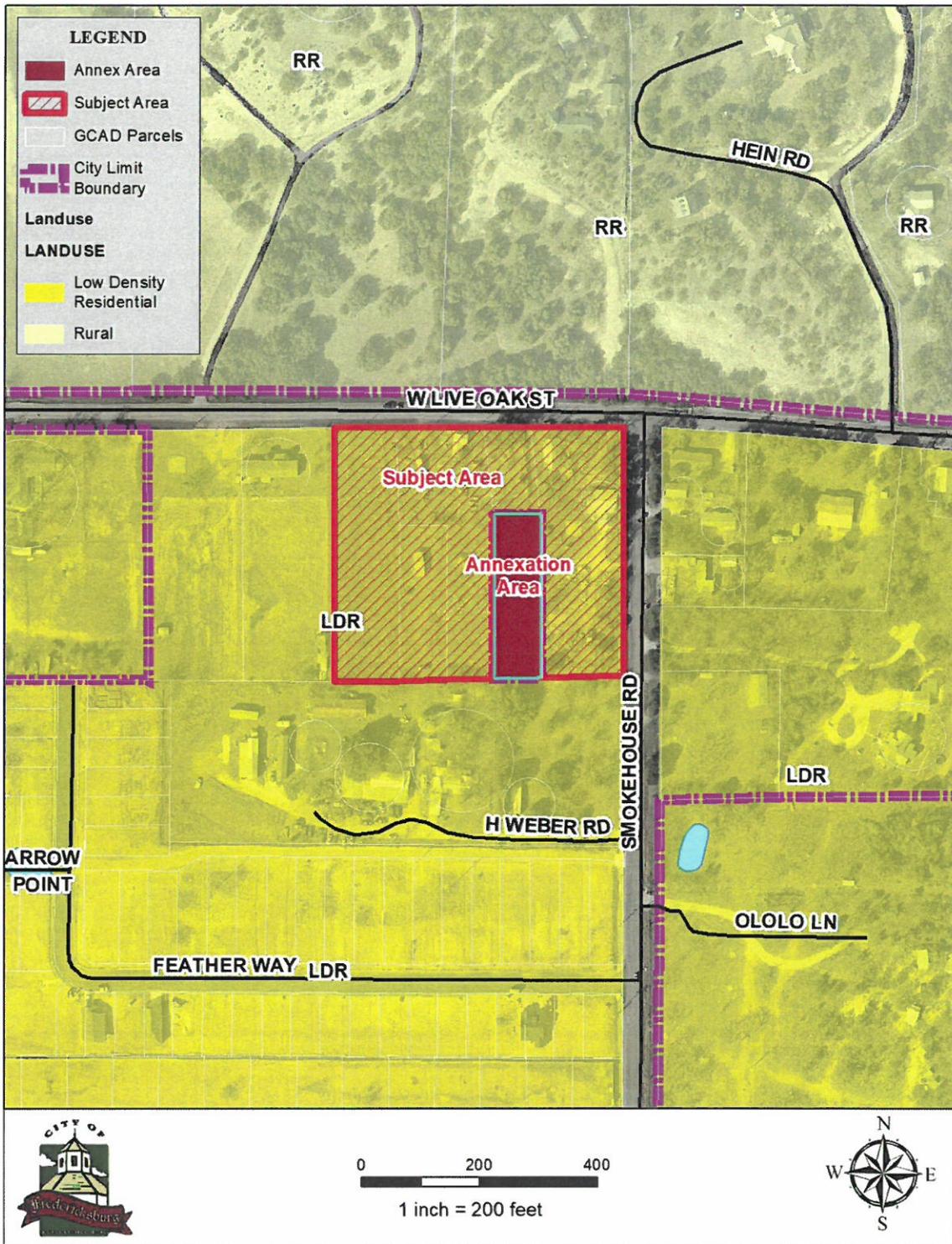
Department Approval



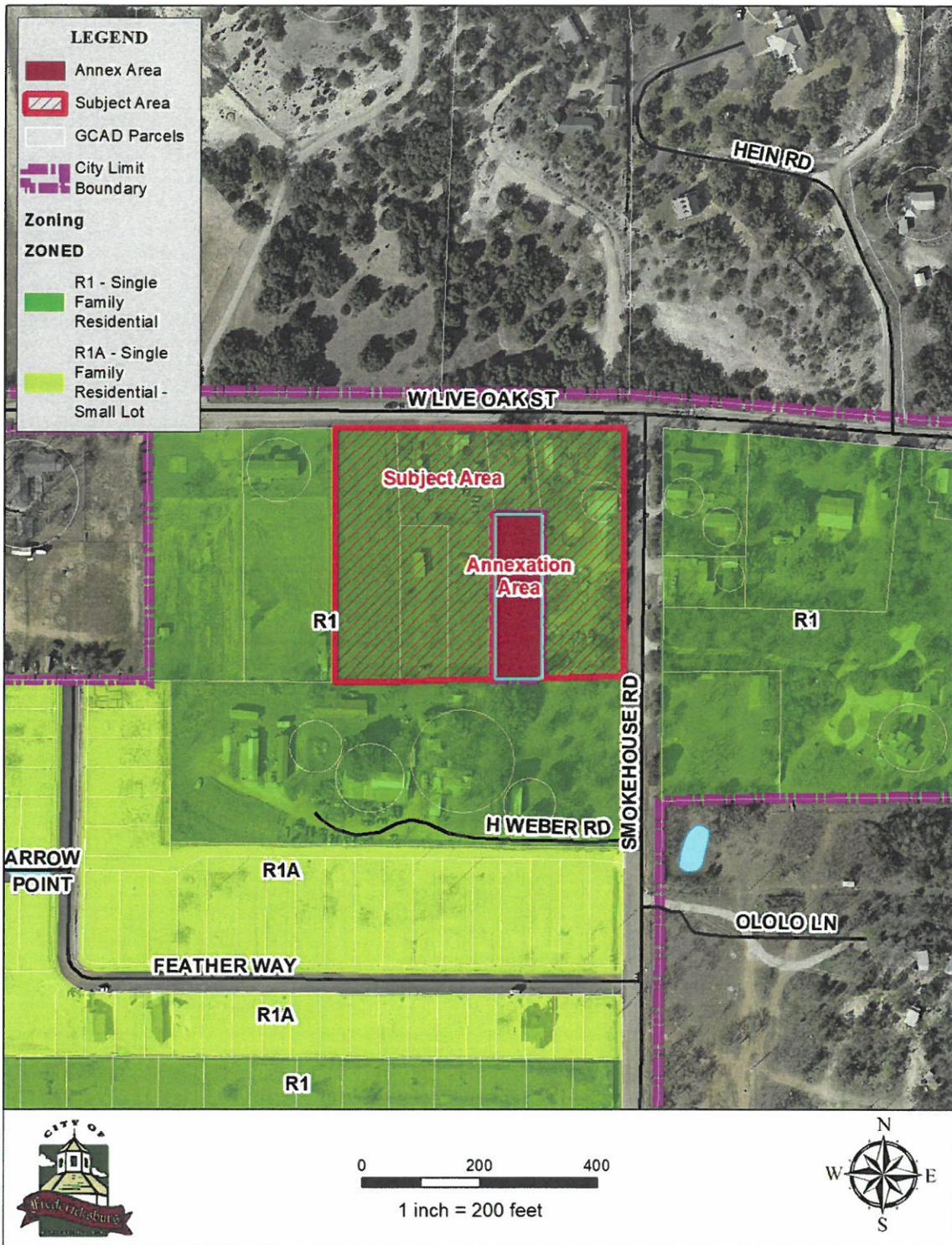
City Attorney Approval



City Manager Approval



The City of Fredericksburg



The City of Fredericksburg

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

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING A CHANGE IN THE COMPREHENSIVE PLAN OF THE CITY OF FREDERICKSBURG, SPECIFICALLY IN THE LAND USE MAP, AS TO APPROXIMATELY 4.332 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD., AND COMMONLY IDENTIFIED AS 1129, 1161, AND 1145 W. LIVE OAK ST.; CHANGING SAID PROPERTY FROM LOW DENSITY RESIDENTIAL (LDR) TO MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon adoption of the Comprehensive Plan for the City of Fredericksburg, the City Council recognized, as is required by such Plan, that such Plan is not static but must be re-evaluated in terms of physical, environmental, social, economic and public value factors which have occurred since the adoption of the Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Fredericksburg has re-evaluated such Plan and has recommended that such Plan be changed, and that the Land Use Plan be amended to reflect such changes in land use; and

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

WHEREAS, the City Council has specifically found, following the public hearing, that such change is consistent with the objectives of the Comprehensive Plan of the City of Fredericksburg and that it would be in the best interests of the public that such change be made.

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

Section 1. That the Comprehensive Plan of the City of Fredericksburg is hereby amended to incorporate the certain change to the Land Use Plan as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said land being known as APPROXIMATELY 4.332 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF

FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD. AND COMMONLY IDENTIFIED AS 1129, 1161, AND 1145 W. LIVE OAK ST., and as additionally shown and designated on the map attached hereto as Exhibit A, are hereby designated as MEDIUM DENSITY RESIDENTIAL (MDR).

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Comprehensive Plan or to the Land Use Map shall henceforth refer to such as are amended hereby.

Section 3. That this Ordinance shall take effect upon the date of its passage.

PASSED AND APPROVED on this the ____ day of _____, 20____.

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

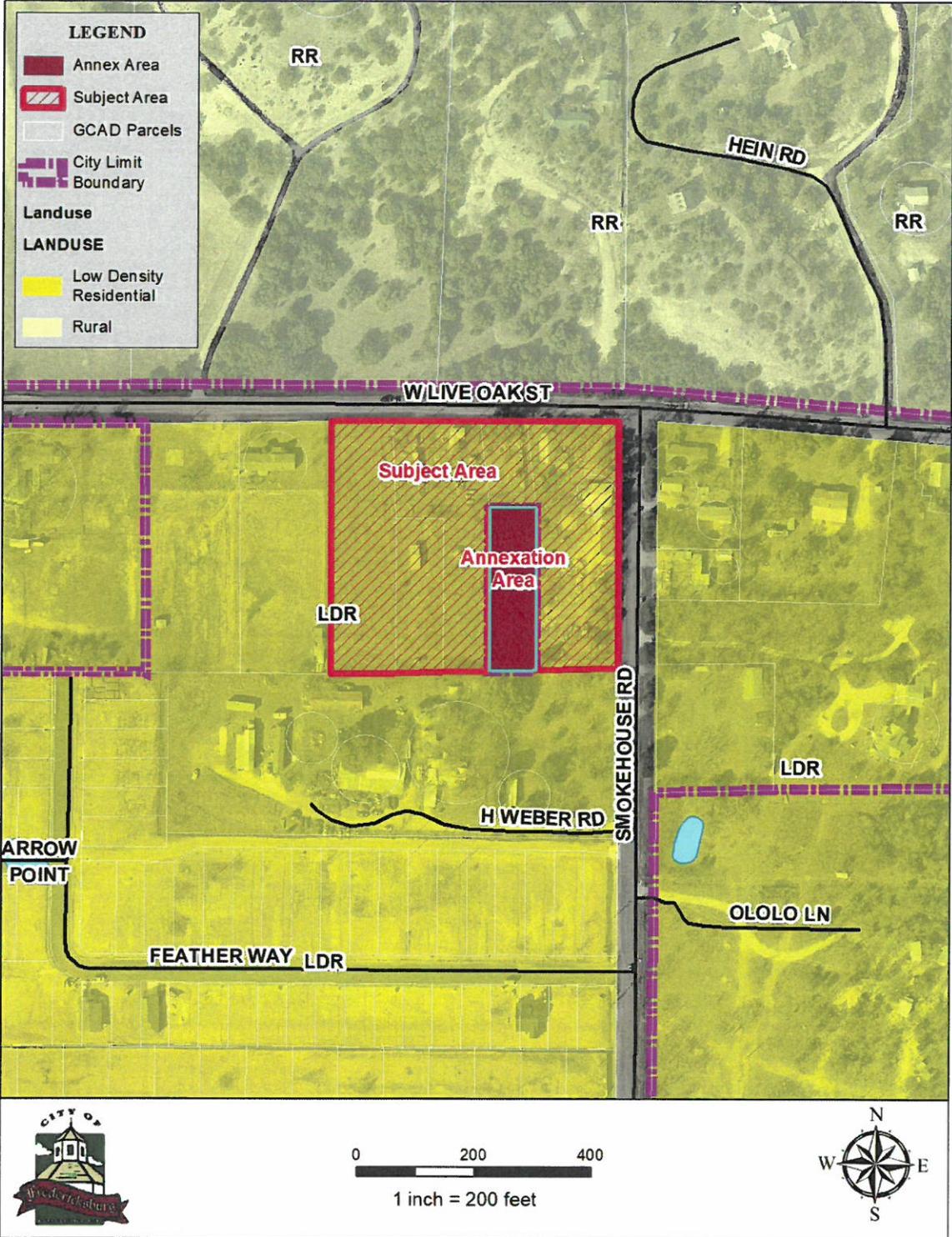
ATTEST:

Shelley Goodwin, City Secretary, TRMC

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney

EXHIBIT "A"



The City of Fredericksburg

ORDINANCE NO. 2022-17

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 APPROXIMATELY 4.332 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD., AND COMMONLY IDENTIFIED AS 1129, 1161, AND 1145 W. LIVE OAK ST.; CHANGING SAID PROPERTY FROM SINGLE-FAMILY RESIDENTIAL (R1) TO MIXED RESIDENTIAL (R2); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for Rezoning has been submitted by the owners of lots described as APPROXIMATELY 4.332 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD., AND COMMONLY IDENTIFIED AS 1129, 1161, AND 1145 W. LIVE OAK ST. in the City of Fredericksburg, Texas, to change the present zoning district of said lots from SINGLE-FAMILY RESIDENTIAL (R1) TO MIXED RESIDENTIAL (R2); and

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

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

WHEREAS, the City Council has specifically found, following public hearing, that such change is consistent with the objectives of the City of Fredericksburg Zoning Ordinance and Comprehensive Land Use Plan of the City of Fredericksburg and there has not been a protest against rezoning signed by owners of twenty per cent (20%) or more either of the area of the property included in the zoning request, or of the area of the property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

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

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said lots being described as APPROXIMATELY 4.332 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED AT THE SOUTHWEST INTERSECTION OF W. LIVE OAK ST. AND SMOKEHOUSE RD., AND COMMONLY IDENTIFIED AS 1129, 1161, AND 1145 W. LIVE OAK ST. in the City of Fredericksburg, Texas, and as additionally shown and designated on the map attached hereto as Exhibit A, to be and are hereby rezoned and designated as MIXED RESIDENTIAL (R2).

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

Section 3. That this Ordinance shall take effect upon the date of its passage.

PASSED AND APPROVED on this the ____ day of _____, 20____.

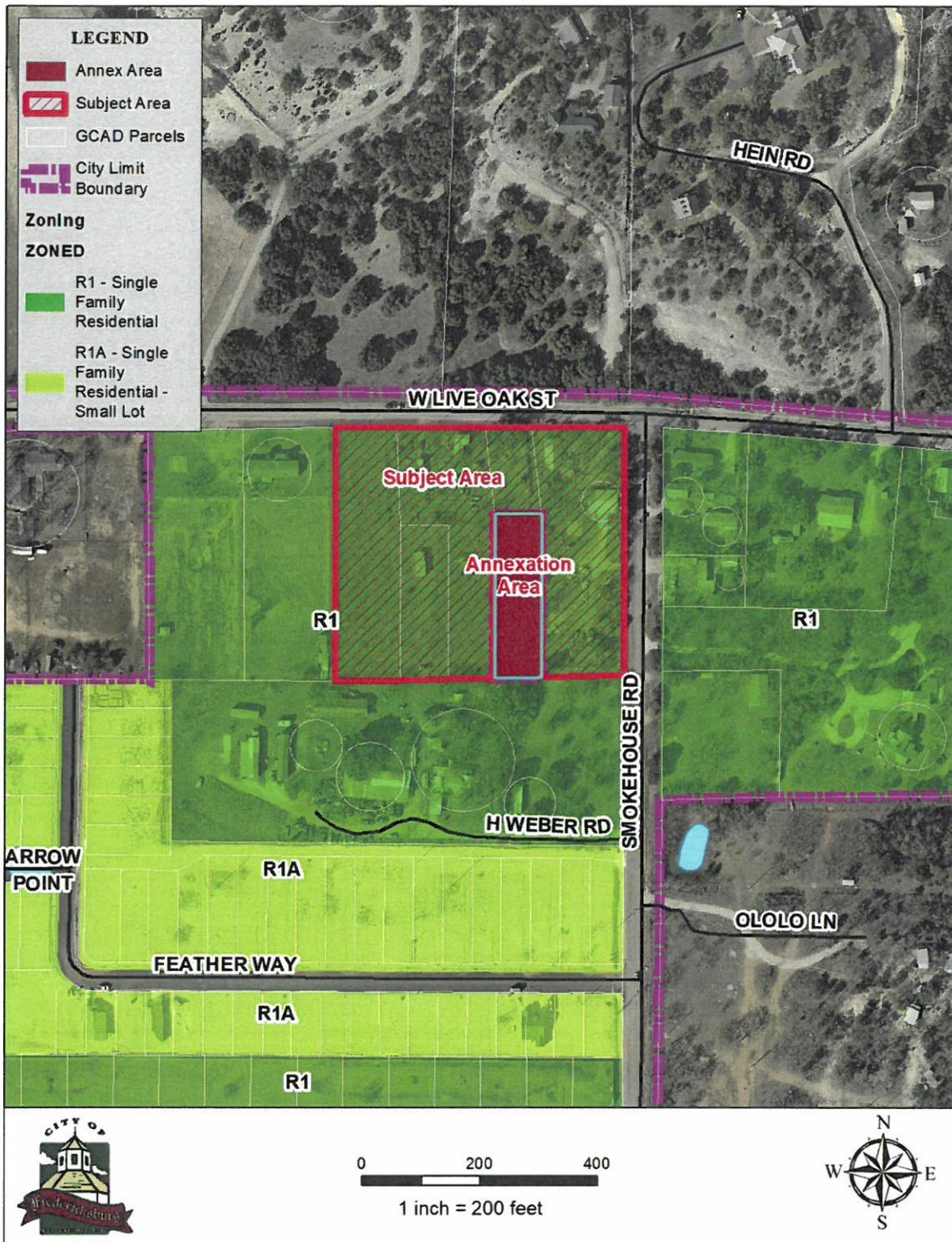
Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



The City of Fredericksburg

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ADOPTING A CHANGE IN THE COMPREHENSIVE PLAN OF THE CITY OF FREDERICKSBURG, SPECIFICALLY IN THE LAND USE MAP, AS TO APPROXIMATELY 0.508 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED ON THE SOUTHERN PORTION OF TRACT COMMONLY IDENTIFIED AS 1161 W. LIVE OAK ST.; CHANGING SAID PROPERTY FROM LOW DENSITY RESIDENTIAL (LDR) TO MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING THAT THE CHANGE BECOME A PART OF THE COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon adoption of the Comprehensive Plan for the City of Fredericksburg, the City Council recognized, as is required by such Plan, that such Plan is not static but must be re-evaluated in terms of physical, environmental, social, economic and public value factors which have occurred since the adoption of the Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Fredericksburg has re-evaluated such Plan and has recommended that such Plan be changed, and that the Land Use Plan be amended to reflect such changes in land use; and

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

WHEREAS, the City Council has specifically found, following the public hearing, that such change is consistent with the objectives of the Comprehensive Plan of the City of Fredericksburg and that it would be in the best interests of the public that such change be made.

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

Section 1. That the Comprehensive Plan of the City of Fredericksburg is hereby amended to incorporate the certain change to the Land Use Plan as follows:

All of those certain lots, tracts or parcels of land situated in the City of Fredericksburg, Gillespie County, Texas, said land being known as APPROXIMATELY 0.508 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY

IN GILLESPIE COUNTY, TEXAS, LOCATED ON THE SOUTHERN PORTION OF TRACT COMMONLY IDENTIFIED AS 1161 W. LIVE OAK ST., and as additionally shown and described in Exhibit A, is hereby designated as MEDIUM DENSITY RESIDENTIAL (MDR).

Section 2. That all references in City of Fredericksburg Code of Ordinances to the Comprehensive Plan or to the Land Use Map shall henceforth refer to such as are amended hereby.

Section 3. That this Ordinance shall take effect upon the date of its passage.

PASSED AND APPROVED on this the ____ day of _____, 20_____.

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary, TRMC

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney

BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas.

ORDINANCE NO. 2022-19

AN ORDINANCE ANNEXING TO THE CITY OF FREDERICKSBURG, TEXAS APPROXIMATELY 0.508 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED ON THE SOUTHERN PORTION OF TRACT COMMONLY IDENTIFIED AS 1161 W. LIVE OAK ST.; EXTENDING THE CORPORATE LIMITS OF THE CITY OF FREDERICKSBURG, TEXAS, SO AS TO INCLUDE SAID TERRITORY; GRANTING TO ALL INHABITANTS AND FUTURE INHABITANTS OF SAID TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF FREDERICKSBURG, TEXAS; BINDING THE INHABITANTS AND FUTURE INHABITANTS OF SAID TERRITORY BY ANY AND ALL ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY OF FREDERICKSBURG, TEXAS; AND AMENDING THE ZONING ORDINANCE OF THE CITY TO ESTABLISH THE ZONING DISTRICT OF SAID TERRITORY AS R-2: MIXED RESIDENTIAL.

WHEREAS, the City of Fredericksburg has received a written request for voluntary annexation for the following tracts or parcels of land (the “Property”) situated in Gillespie County, Texas, to-wit:

Being APPROXIMATELY 0.508 ACRES OF LAND, BEING A PORTION OF OUTLOT 192, AS SHOWN ON THE MAP OF FREDERICKSBURG AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY IN GILLESPIE COUNTY, TEXAS, LOCATED ON THE SOUTHERN PORTION OF A TRACT COMMONLY IDENTIFIED AS 1161 W. LIVE OAK ST., and more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has heard arguments for and against the annexation of such Property at a public hearing in accordance with the Local Government Code of the State of Texas and after having been requested to annex such Property by the owners thereof; and

WHEREAS, the City Council of the City of Fredericksburg, Texas has determined that said Property is contiguous and adjacent to the limits of the City of Fredericksburg, Texas; that said Property meets all requisites of law for annexation, and that such Property should be annexed to the City of Fredericksburg, Texas, and the corporate limits of the City of Fredericksburg, Texas should be extended so as to include such territory; and that the City Council of the City of Fredericksburg, Texas, by the provisions of the Local Government Code of the State of Texas, and the Charter of the City of Fredericksburg, has

the power to annex such Property; and

WHEREAS, a request has been submitted by the owner of the Property to establish R-2: Mixed Residential zoning upon said Property; 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 zoning 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 the zoning signed by owners of twenty per cent (20%) or more of the area of the property included in the zoning request, or of the area of the property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That the Property is hereby annexed to the City of Fredericksburg, Texas; that the corporate limits of the City of Fredericksburg, Texas, be and they are hereby extended so as to include such Property within the city limits of the City of Fredericksburg, Texas; and that said Property shall hereafter be included within the territorial limits of the City of Fredericksburg, Texas.

Section 2. That the present and future inhabitants of such Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Fredericksburg, Texas; and that the inhabitants of such Property shall be bound by any and all the acts, ordinances, resolutions and regulations of the City of Fredericksburg, Texas. Pursuant to Texas Local Government Code Sec. 43.0672, the City has entered into a written agreement with the owners of Property, related to the provision of City services in the area, and the City is not required to provide a service that is not included in said agreement.

Section 3. That the zoning ordinance of the City of Fredericksburg is hereby amended to incorporate the certain change in zoning district as follows:

The Property is hereby zoned and designated as R-2: Mixed Residential.

Section 4. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

PASSED AND APPROVED this the _____ day of _____, 20____.

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC
City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney

EXHIBIT "A"

BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas.

ANNEXATION AGREEMENT
FOR THE SALINAS TRACT

This Annexation Agreement (“Agreement”), made and entered into by and between the City of Fredericksburg, Texas (“City”), with an address of 126 W. Main Street, Fredericksburg, Texas, 78624, and Joe M. Salinas, Jr. (“Owner”), with an address of P.O. Box 66, Fredericksburg, Texas, 78624.

RECITALS

WHEREAS, the Owner is the owner of record of approximately .508 acres of land in Gillespie County, Texas, located at the southern end of 1161 W. Live Oak St., and more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the Owner and City previously entered into a *Chapter 43 Texas Local Government Code Pre-Annexation Development Agreement*, agreeing to allow the Owner’s property to avoid annexation and remain outside the City limits ; and

WHEREAS, the Owner now desires to have his property annexed into the City, the Owner has requested that the City annex his property, and the agreements contained herein are made in anticipation of said voluntary annexation; and

WHEREAS, the City Council, after due and careful consideration, finds that the annexation will promote economic development and further the growth of the City, and serves the best interests of the City.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties acknowledge and agree that the .508 acre subject property (the “Annexation Tract”) is presently located outside the city limits of the City, but is located within the extra territorial jurisdiction of the City. The Annexation Tract is located at the southern end of the tract commonly known as 1161 W. Live Oak Street, and is more particularly described in Exhibit “A”, a copy of which is attached hereto and made a part hereof. At a public City Council meeting, the City Council shall duly consider enacting an ordinance annexing the Annexation Tract, pursuant to a Petition for Annexation or other written request filed by the Owner.

2. Contemporaneously with the annexation of the Annexation Tract under Paragraph 1 of this Agreement, the City Council shall also duly consider enacting an ordinance amending the Zoning Ordinance of the City, to designate the zoning district of the Annexation Tract. The zoning designation of the Annexation Tract shall be carried out in accordance with the

provisions and proceedings of the City of Fredericksburg Zoning Ordinance and City of Fredericksburg Comprehensive Plan. Any subsequent zoning amendments related to the Annexation Tract and requested by the owner shall be subject to the rules, regulations, and procedures set forth in the City of Fredericksburg Zoning Ordinance, and the same must be in conformity with the Comprehensive Plan for the City in effect at the time of the request.

3. City Service Plan.

(a). Upon the annexation of the Annexation Tract under Paragraph 1 of this Agreement, the Owner may connect the Annexation Tract to existing City water and wastewater utility services, at the sole expense of the Owner. Additionally, the Owner shall be responsible for payment of all impact fees, tap fees, and other related utility fees, as assessed by the City pursuant to the City's Code of Ordinances for new water and wastewater utility service connections. It is hereby understood and agreed by the Parties that permanent connection of the Annexation Tract to City water and wastewater utility services is contingent upon annexation of the Annexation Tract under Paragraph 1 of this Agreement.

(b). Upon completion of the annexation proceedings under Paragraph 1 of this Agreement, all other City services shall be provided to the Owner as set forth in the agreed service plan in Exhibit "B", a copy of which is attached hereto and made a part hereof.

4. The effective date of this Agreement shall be the date of execution by both Parties.

5. It is understood and agreed by the Parties hereto that time is of the essence of this Agreement, and that all the parties will make every reasonable effort to expedite the subject matters hereof.

6. It is understood and agreed by the Parties hereto that the *Chapter 43 Texas Local Government Code Pre-Annexation Development Agreement* previously entered into by and between the Parties on August 20, 2019, is terminated upon completion of the annexation proceedings under Paragraph 1 of this Agreement.

7. The Parties mutually represent that they have taken and will take action as may be required to bring about the annexation of Annexation Tract and the necessary or proper processes in order to zone and classify the Annexation Tract so as to enable the same to be developed and used in the manner anticipated in this Agreement, and such other action as to enable the parties to execute this Agreement and to fully carry out all other covenants, agreements, duties and other obligations created and imposed by the terms and conditions of this Agreement.

8. This Agreement shall be binding upon the parties to it, their respective grantees, successors, assigns or lessees, subject to limitations provided by law.

9. The Parties agree that this Agreement and any exhibits attached to it may be amended only

by the mutual written consent of all parties.

10. THE OWNER AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER , WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE IMPROVEMENTS OR FACILITIES DESCRIBED HEREIN; AND IN ADDITION, THE OWNER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSE OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM ANY FAILURE TO PROPERLY SAFEGUARD THE WORK, OR ON ACCOUNT OF ANY ACT, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF THE OWNER, ITS CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

Joe M. Salinas, Jr. ("OWNER")

By: _____ Date: _____

Printed Name: _____

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
20_____, by _____, Owner.

Notary Public, State of Texas

CITY OF FREDERICKSBURG, TEXAS (“City”)

By: _____ Date: _____
Kent Myers, City Manager

THE STATE OF TEXAS
COUNTY OF GILLESPIE

This instrument was acknowledged before me on the _____ day of _____,
20____, by Kent Myers, City Manager of the City of Fredericksburg.

Notary Public, State of Texas

EXHIBIT A
to ANNEXATION AGREEMENT FOR THE SALINAS TRACT

BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas.

City of Fredericksburg
Agreed Annexation
Service Plan
For Salinas Tract Annexation

I. TERRITORY

This service plan is applicable to approximately .508 acres of land located at the southern portion of the tract located at 1161 West Live Oak Street in Gillespie County, Texas (the "Annexation Parcel"), and more particularly described in the attached Exhibit "1-A".

II. GENERAL PROVISIONS

a. Effective Term. This service plan shall be in effect for a ten-year period commencing on the effective date of the annexation.

b. Amendment or Renewal. This service plan may be amended from time to time as provided by Local Government Code. Renewal of this service plan shall be at the sole option of the Fredericksburg City Council.

c. Level of Services to be Provided. The City Council finds and determines that the level of services, infrastructure and infrastructure maintenance provided within the area prior to annexation is not greater than is provided in the City. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with reasonably similar topography, land use, and population density. The City Council finds and determines that implementation of this plan in the manner proposed will not reduce the level of fire, police, and emergency medical services available within the City.

III. SERVICES TO BE PROVIDED AT ANNEXATION

The following services will be provided within the annexed area immediately upon the effective date of the annexation. In the case of a gated subdivision, it will be the responsibility of the Property Owners Association (POA) of the gated subdivision to allow timely emergency service access and City staff access, particularly in cases where the access mechanism changes on or after annexation.

a. Police Protection. The City of Fredericksburg Police Department will

provide police services, including criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. It is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment. Currently, the nearest police station is the City of Fredericksburg Police Department headquarters, located at 1601 E. Main Street.

b. Fire Protection and Emergency Medical Services. The City of Fredericksburg Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area. The City of Fredericksburg Emergency Medical Services (EMS) Department will provide primary EMS services within the annexed area. Firefighters may be dispatched to the scene of accidents or other medical emergencies to assist EMS personnel or to provide “first responder” services pending the arrival of EMS personnel.

c. Solid Waste Collection. The City provides fee based household garbage collection services to single family residences within the City. The City provides a single drop off location for recycling collection within the City. The City does not collect garbage from commercial establishments. Commercial garbage collection and disposal and/or recycling and is available from privately owned collection businesses.

The City currently provides residential garbage collection at the street curb using an automated collection system that requires use of specific collection containers. In accordance with the City’s current policy, each residential garbage customer will be provided a collection container for waste disposal. The City does not currently provide recycling collection at the street curb.

Privately owned solid waste management service providers currently provide collection services within the annexed area may continue to provide such services. Pursuant to Local Government Code, at any time before the second anniversary of the date an area is included within the corporate boundaries of a the City by annexation, the City may not (1) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or (2) offer solid waste management services in the area unless a privately owned solid waste management service provider is unavailable. The City will commence residential collections services prior to the second anniversary of annexation if requested to do so in writing by any property owner. Any such request must be made at least 90 days prior to the proposed effective date for initiation of City service.

d. Maintenance of Water and Wastewater Facilities. The annexation territory is not currently within the service area of the City of Fredericksburg. The City does not maintain privately owned water wells or septic or aerobic wastewater systems. Property owners who currently have water wells, septic or aerobic wastewater systems may keep them as long as they are maintained in proper working order. When City wastewater disposal facilities are available to serve

existing development the City may require connection to the City system instead of permitting the installation of new septic or aerobic disposal systems. Mandatory connection to the City wastewater system will not be required where existing systems remain in good working order and do not present a threat to public health or safety.

e. Maintenance of Roads, Streets, Street Lighting, and Drainage Infrastructure. The City is currently responsible for the maintenance of public roads, streets, street lighting, and drainage infrastructure in the annexed area.

f. Maintenance of Parks, Playgrounds and Swimming Pools. There are no public parks, public playgrounds, or public swimming pools within the area to be annexed.

g. Maintenance of any other Public Building, Facility or Service. Annexation does not transfer ownership of public buildings, facilities or services, all of which should continue to be maintained or provided by the public entity that currently owns or provides them. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

An appropriate City Department will be assigned to assume responsibility for the maintenance or provision of any required facilities or services which become the responsibility of the City and are not expressly provided for by this service plan.

IV. CAPITAL IMPROVEMENTS PLAN

Construction of the following capital improvements related to the annexation will be substantially completed within 2½ years, except for certain services that the City cannot reasonably provide within that period, and for which the City proposes a schedule set forth below to provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation.

a. Police Protection. No additional capital improvements are needed at this time to provide police services.

b. Fire Protection. No capital improvements are needed at this time to provide fire protection services.

c. Solid Waste Collection. No capital improvements are needed at this time to provide solid waste collection services.

d. Water and Wastewater Facilities. The City is currently in process of providing capital improvements to provide full water and wastewater services to the areas adjacent to the Annexation Parcel, pursuant to the City's prior adopted service plan for Annexation Parcel 2019-02. No additional capital improvements are needed at this time to provide full water and wastewater services to the subject

Annexation Parcel.

e. Roads, Streets, Street Lighting, and Drainage Infrastructure. No new roads, streets, street lights, or drainage infrastructure is needed at this time.

f. Parks, Playgrounds and Swimming Pools. No capital improvements are needed at this time to provide recreational services.

g. Other Public Buildings, Facilities or Services. No capital improvements are needed at this time to provide other public services.

V. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The City provides fee based water and wastewater services to the portions of the City which are not within the service area of another water or wastewater utility provider. For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a City tap and paying any required fees.

The provision of water and wastewater facilities for new development within the City is primarily governed by the City's building code and subdivision ordinances that are found in Chapters 14 and 94 of the City Code of Ordinances.

Facilities necessary to serve any new development are generally provided at the sole cost of the developer. Such facilities include not only those which are located within the developer's property, but also any exterior mains which must be extended to connect the property under development to the point of connection with the City's existing facilities. The City need not compensate the developer for the ordinary costs of extending exterior mains.

EXHIBIT 1-A

to Agreed Annexation Service Plan for Salinas Tract

BEING .508 acre of land situated in Gillespie County, Texas, as more fully described by metes and bounds in Section "V" in Partition Deed and Quitclaim Deed dated November 30, 1975, and recorded in Vol 116, Page 181-187 of the Deed Records of Gillespie County, Texas.



CITY COUNCIL MEMO

DATE: March 21, 2022

TO: Mayor and City Council Members

FROM: Jason Lutz

SUBJECT: Z-2205 – PUBLIC HEARING, CONSIDERATION, AND RECOMMENDATION REGARDING A REQUEST BY BRANDON WEINHEIMER, APPLICANT, TO ALLOW A PROPOSED LAND USE OF “SINGLE-FAMILY RESIDENTIAL DETACHED” IN THE CENTRAL BUSINESS DISTRICT (CBD), FOR PROPERTY LOCATED AT 419 W. MAIN ST.

Summary:

The applicant purchased the property located at 419 W. Main St. The property is currently a “Day Spa”, and the applicant would like to utilize the structure as their personal residence.

Analysis:

The CBD zoning district requires that all single-family detached structures obtain a CUP for the use in this district. The reasoning behind this is that the CBD should be reserved for commercial uses that enhance the district and have potential to contribute to the City’s sales tax. Given that the property is utilized as a Day Spa, little sales tax revenue would be lost by the conversion to residential property. There is a benefit to having individuals living in or near the CBD as it promotes walkability to utilize downtown restaurants and shopping.

Surrounding zoning is CBD on all sides with various commercial business in the vicinity. The owners father does live in the property abutting the subject tract to the northwest. There are also some R2 zoning districts to the south of the CBD zoning district.

Recommendation:

P&Z held a public hearing on March 9, 2022, and recommended unanimous approval of the requested CUP.

The City of Fredericksburg

Staff recommends approval of the requested Conditional Use Permit.

Attachments: Zoning Map, Survey, and Site Photos



Department Approval

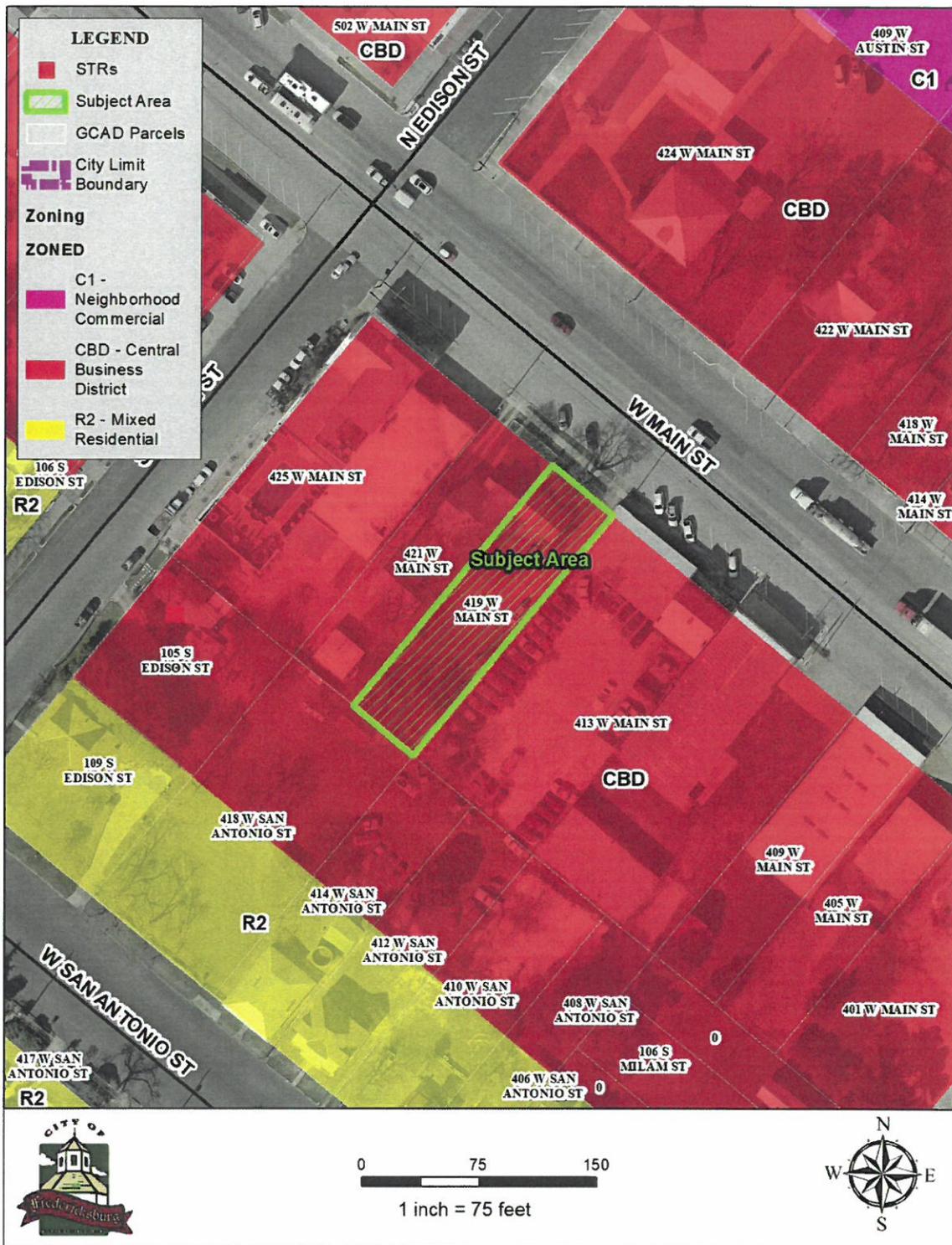


City Attorney Approval



City Manager Approval

The City of Fredericksburg



The City of Fredericksburg

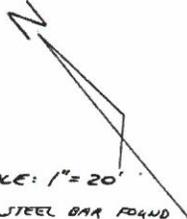
SURVEY MAP SHOWING A 0.235+ ACRE TRACT OF LAND SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS AND BEING PART OF GERMAN EMIGRATION COMPANY TOWNLOT NO 257 AS SAID TOWNLOT IS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, BY THE GERMAN EMIGRATION COMPANY. SURVEY MADE AT THE REQUEST OF KEVIN MONTGOMERY

W. MAIN STREET
(U.S. HIGHWAYS NO. 87 & 290)

BEING THAT CERTAIN TRACT OF LAND TO DAVID J. FALLBROOK AND GWEN FALLBROOK BY LAVOYE A. KRAUS, JANUARY 3, 1996, VOL. 299, P. 230-231 R.P.R.

OWNER/PROPERTY ADDRESS:

KEVIN PAUL MONTGOMERY
419 W. MAIN STREET
FREDERICKSBURG, TEXAS 78624



SCALE: 1" = 20'

- 1/2" # STEEL BAR FOUND
- 1/2" # STEEL BAR SET (EXCEPT AS NOTED)

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

EASEMENTS AND RESTRICTIONS AS FOR HILL COUNTRY TITLES, INC., COMMITMENT FOR TITLE INSURANCE, G.F. NO. 97012: NONE

THIS TRACT OF LAND IS NOT SHOWN WITHIN A 100-YEAR FLOOD BOUNDARY ON COMMUNITY PANEL NO. 460252 0002B, DATED MAY 19, 1981.

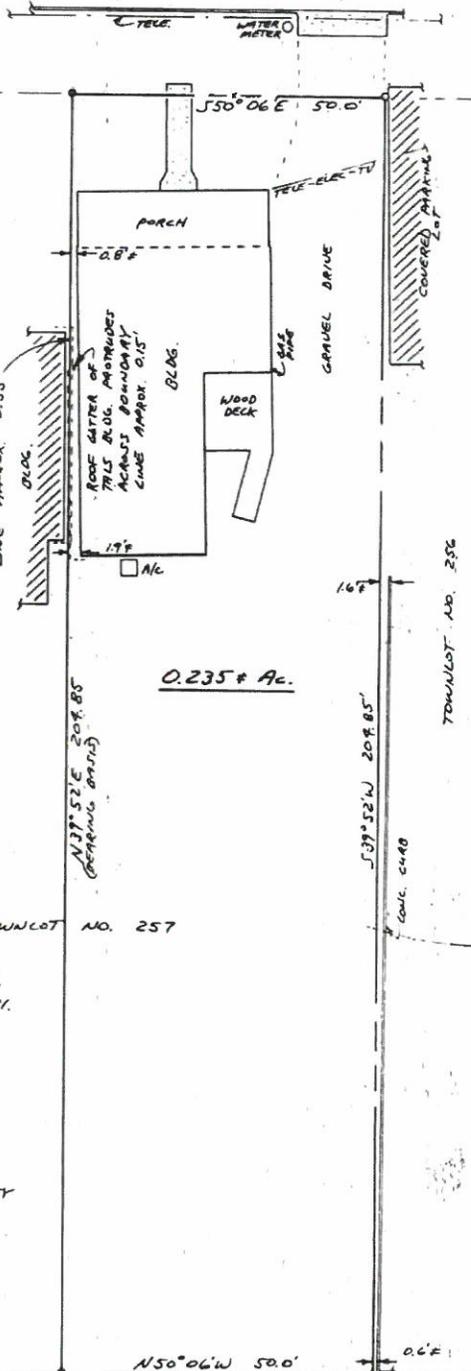
Kevin Paul Montgomery
Kevin Paul Montgomery 2/26/97

I HEREBY CERTIFY THAT THIS PLAN AND ACCOMPANYING FIELD NOTES REPRESENT A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO INTRUSIONS OR PROTRUSIONS OF IMPROVEMENTS VISIBLE OR APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

SURVEYED FEBRUARY 9, 1997

Carey Bohn
REG. PROF. LAND SURVEYOR NO.

BONN SURVEYING
102-A LONGHORN ST.
FREDERICKSBURG, TEXAS 78624
(210) 997-3884



THE EDGE OF THIS BARN ROOF OVERHANG IS ON BOUNDARY LINE ON TOWNLOT NO. 296



The City of Fredericksburg

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



The City of Fredericksburg

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



CITY COUNCIL MEMO

DATE: March 21, 2022

TO: Mayor and City Council Members

FROM: Jason Lutz

SUBJECT: SUBJECT: Z-2120 –CONSIDERATION, AND ACTION REGARDING PROPOSED AMENDMENTS TO THE CITY’S ZONING CODE REGARDING SHORT-TERM RENTALS, DEVELOPMENT STANDARDS, PARKING REQUIREMENTS, LAND USE CHARTS, DEFINITIONS, IMPERVIOUS COVER, AND OTHER REGULATIONS.

Background / Analysis:

City Council held a public hearing on March 7, 2022 to consider proposed amendments to the City’s code of ordinances regarding short-term rentals, development standards, parking requirements, land uses, definitions, impervious cover, and other regulations.

City Council made several motions to approve certain sections of the proposed amendments and directed staff to modify other sections of the proposed code.

The following sections of proposed amendments were approved as presented and pending review for grammatical and formatting errors.

Sections Approved:

1. Sec. 2.100. – DEFINITIONS
2. Sec. 3.110. - R-2: MIXED RESIDENTIAL
3. Sec. 3.120. - R-3: MULTI-FAMILY RESIDENTIAL
4. Sec. 3.200. - C-1: NEIGHBORHOOD COMMERCIAL
5. Sec. 3.205. - C-1.5: MEDIUM COMMERCIAL
6. Sec. 3.210. - C-2: COMMERCIAL
7. Sec. 3.220. - CBD: CENTRAL BUSINESS DISTRICT
8. Sec. 3.500. - HO: HISTORIC OVERLAY
9. Sec. 3.510. - HSD: HISTORIC SHOPPING DISTRICT OVERLAY

The City of Fredericksburg

10. Sec. 3.800. - MU-1: MIXED USE – INFILL
11. Sec. 3.810. - MU-2: MIXED USE – CORRIDOR
12. Sec. 4.400. - GENERAL DESCRIPTION OF RESIDENTIAL USE TYPES
13. Sec. 6.110. - Continuance of a Nonconforming Use
14. Sec. 7.320. - Special Front Yard Regulations
15. Sec. 7.330. - Special Side Yard Regulations
16. Sec. 7.340. - Special Rear Yard Regulations
17. Sec. 7.710. – Measurement
18. Sec. 7.820. - Basic Regulations: Vehicle Parking/Loading & Unloading
19. Sec. 7.825. - Special Provisions Applicable To Central Fredericksburg
20. Sec. 7.860. - Design Standards
21. Sec. 7.940. - Screening Requirements and Standards
22. Sec. 8.220. - Accessory Uses: Residential Use Types

The following sections of proposed amendments were denied, due to adequate language in the existing code.

Sections Denied:

1. Sec. 5.400. CONDITIONAL USE PERMIT
2. Sec. 5.460. Review and Evaluation Criteria

The following section of proposed amendments was approved with modifications.

Sections Approved with modifications:

1. Sec. 5.401. - ADDITIONAL REQUIREMENTS FOR BED AND BREAKFAST USES
 - Modifications
 - Require one 96-gallon trash container per every 6 occupants (not 4)
 - Have the City Attorney modify language for “House Rules”
 - Have the City Attorney incorporate a tiered fine schedule or identify those violations that may trigger a revocation
 - Have the City Attorney provide alternative language for the “Permit Revocation” section

Attachments:

The City of Fredericksburg

Draft STR Amendments #6

Recommendation:

Staff recommends approval of the proposed changes as presented (pending P&Z recommendations).



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING APPENDIX B - ZONING ORDINANCE, OF THE CODE OF ORDINANCES; TO AMEND THE CITY'S DEVELOPMENT AND LAND USE REGULATIONS IN MULTIPLE ZONING DISTRICTS ACROSS THE CITY, INCLUDING BUT NOT LIMITED TO, DEVELOPMENT STANDARDS, SHORT-TERM RENTAL USES AND REGULATIONS, PARKING REQUIREMENTS, LAND USE CHARTS, DEFINITIONS, IMPERVIOUS COVER, AND SET BACK REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a text amendments of the Zoning Ordinance, related to development and land use regulations in multiple zoning districts across the City, including but not limited to, development standards, short-term rental use regulations, and parking requirements in the City, has been initiated by motion of the City Council; 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 text amendments are in conformity with the uses established by the Comprehensive Land Use Plan of the City of Fredericksburg and are consistent with the objectives of the City of Fredericksburg Zoning Ordinance, and has recommended to the City Council of the City of Fredericksburg that the text amendments be approved; and

WHEREAS, the City Council has specifically found, following public hearing, that such text amendments are 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 text amendment, or of the area of the property immediately adjoining the same and extending two hundred feet (200') therefrom.

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

Section 1. That, Section 2.100 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

Section 2. That, Section 3.100 of Appendix B - Zoning Ordinance, of the Code of Ordinances,

is hereby amended to read as set forth in Exhibit “B”, a copy of which is attached hereto and incorporated herein by reference.

Section 3. That, Section 3.110 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “C”, a copy of which is attached hereto and incorporated herein by reference.

Section 4. That, Section 3.120 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “D”, a copy of which is attached hereto and incorporated herein by reference.

Section 5. That, Section 3.200 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “E”, a copy of which is attached hereto and incorporated herein by reference.

Section 6. That, Section 3.205 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “F”, a copy of which is attached hereto and incorporated herein by reference.

Section 7. That, Section 3.210 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “G”, a copy of which is attached hereto and incorporated herein by reference.

Section 8. That, Section 3.220 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “H”, a copy of which is attached hereto and incorporated herein by reference.

Section 9. That, Section 3.500 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “I”, a copy of which is attached hereto and incorporated herein by reference.

Section 10. That, Section 3.510 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “J”, a copy of which is attached hereto and incorporated herein by reference.

Section 11. That, Section 3.800 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “K”, a copy of which is attached hereto and incorporated herein by reference.

Section 12. That, Section 3.810 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “L”, a copy of which is attached hereto and incorporated herein by reference.

Section 13. That, Section 4.400 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby deleted in its entirety.

Section 14. That, Section 5.401 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is amended by deletion of the existing Section 5.401 in its entirety, and the text set forth in Exhibit "M" is substituted therefore, a copy of said Exhibit "M" being attached hereto and incorporated herein by reference.

Section 15. That, Section 6.110 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "N", a copy of which is attached hereto and incorporated herein by reference.

Section 16. That, Section 7.320 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "O", a copy of which is attached hereto and incorporated herein by reference.

Section 17. That, Section 7.330 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "P", a copy of which is attached hereto and incorporated herein by reference.

Section 18. That, Section 7.340 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "Q", a copy of which is attached hereto and incorporated herein by reference.

Section 19. That, Section 7.710 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "R", a copy of which is attached hereto and incorporated herein by reference.

Section 20. That, Section 7.820 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "S", a copy of which is attached hereto and incorporated herein by reference.

Section 21. That, Section 7.825 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "T", a copy of which is attached hereto and incorporated herein by reference.

Section 22. That, Table 7.863 contained in Section 7.860 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "U", a copy of which is attached hereto and incorporated herein by reference.

Section 23. That, Section 7.940 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit "V", a copy of which is attached hereto and incorporated herein by reference.

Section 24. That, Section 8.220 of Appendix B - Zoning Ordinance, of the Code of Ordinances, is hereby amended to read as set forth in Exhibit “W”, a copy of which is attached hereto and incorporated herein by reference.

Section 25. That Article V – Short Term Rentals, of Chapter 23 – Planning, of the Code of Ordinances, is hereby repealed and deleted in its entirety.

Section 26. That all references in City of Fredericksburg Code of Ordinances to the Zoning Ordinance shall henceforth refer to such as is amended hereby.

Section 27. 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 28. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 29. Effective Date. This Ordinance shall take effect on _____, and shall be published in a newspaper of general circulation of the City of Fredericksburg.

PASSED AND APPROVED on this the ____ day of _____, 20_____.

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary, TRMC

APPROVED AS TO FORM:

Daniel Jones, City Attorney

Sec. 2.100. - DEFINITIONS.

For the purpose of this ordinance, certain numbers, abbreviations, terms and words used herein shall be used, interpreted, and defined as set forth in this Section. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; and the word "regulations" means "these regulations."

- A. "Person" includes a corporation, a partnership, and an incorporated association of persons such as a club. "Shall" and "will" are always mandatory. The term "building" includes a "structure"; a "building" or "structure" includes any part thereof; and "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied."
- B. Words not herein defined but defined in any chapter of the City of Fredericksburg Codes shall conform to the definitions used in said code.

ABUTTING

Having lot lines or district boundaries in common.

ACCESS

A way or means of approach to provide physical entrance and exit to a property.

ACCESSORY STRUCTURE/USES

A structure which is on the same lot as a principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures include, but are not limited to, detached garage, storage shed, guest house, and other similar structures.

ADDITION

Any construction which increases the size of a building or structure in terms of site coverage, height, length, width or gross floor area.

ADMINISTRATIVE AND BUSINESS OFFICES

Offices or private firms or organizations which are primarily used for the provisions of executive, management or administrative services. Typical uses include administrative offices, and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, photocopy and reproduction and business offices of public utilities, organization and associations, or other use classifications when the service rendered is that customarily associated with administrative office services.

ADMINISTRATIVE SERVICES

Offices, administrative, clerical or public contract services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county and city offices.

AGENT OF OWNER

Any person showing written verification that he or she is acting for, and with the knowledge and consent of, a property owner.

AGRICULTURAL SALES AND SERVICES

Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, pesticides and similar goods or in the provisions or agriculturally related services with incidental storage

on lots other than where the service is rendered. Typical uses include hay, feed and grain stores and tree service firms.

ALTERATION

Any construction of physical change in the internal arrangements of rooms or the supporting members of a building or structure, or change in relative position of buildings or structures on a site, or substantial change in appearance of any building or structure.

APARTMENT

A building or group of buildings which contain multiple dwelling units for rent to multiple families or individuals. These facilities are prohibited from receiving STR permits.

ARTS AND CRAFTS

Goods which are custom produced in small quantities, often one of a kind. The use may include the sale or production of same or may be a place where a small number of persons are engaged in arts and crafts activities in a class or studio; provided that the area encompassing arts and crafts use shall not exceed 2,500 square feet. Examples include galleries, arts and crafts studios, custom tailoring and dressmaking shops, retail art supplies and hobby materials, florist shops, photographic studios, picture framing shops and arts and crafts schools.

ATTACHED

Having one or more walls in common with a principal building, or joined to a principal building by a covered porch, loggia or passageway, the roof of which is a part or extension of the principal building.

AUTOMOTIVE RENTALS

Rental of automobiles, non-commercial trucks, trailers and recreational vehicles, including incidental parking and servicing of vehicles available for rent or lease. Typical uses include auto rental agencies, trailer rental agencies and taxicab parking and dispatching.

AUTOMOTIVE REPAIR SERVICES

Repair of automobiles non-commercial trucks, motorcycles, motor homes, recreational vehicles or boats, including the sale, installation and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities (but specifically excluding dismantling or salvaging of vehicles).

AUTOMOTIVE SALES

Sale or rental of automobiles, non-commercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, boat, trailer and recreational vehicle dealerships.

AUTOMOTIVE WASHING

Washing and cleaning of automobiles and related light equipment. Typical uses include auto laundries or car washes.

AVIATION FACILITIES

Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales and rental of aircraft, including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

BASE DISTRICT

A district established by this ordinance to prescribe basic regulations governing land use and site development.

BASIC INDUSTRY

A use engaged in the basic processing and manufacturing or materials of products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes utilizing flammable or explosive materials, or storage or manufacturing processes which potentially involve hazardous or commonly recognized offensive conditions. Poultry processing shall be included.

~~BED AND BREAKFAST~~

~~Tourist or guest lodging services within the rooms of the property owner's principal residence or separate lodging units (for example, in any buildings, cabins, guest homes and the like) not more than eight rental units, where breakfast may be the only meal served and sleeping accommodations are provided or offered for transient guests for compensation.~~

BEGINNING OF CONSTRUCTION

The incorporation of labor and material within the foundation of a building or structure.

BUILDING

A structure having a roof supported by columns or walls for the shelter, support or enclosure of persons and/or property. The word "building" includes the word "structure".

BUILDING PAD

A portion of a sloping site graded relatively flat, or to a minimum slope, for the purpose of accommodating a building and related outdoor space.

BUFFER ZONE

A strip of land, identified on a site plan or by the Zoning Ordinance, established to protect one type of land use from another land use which is incompatible. Buffer zones may be zoned or shown on a site plan. Normally, a buffer zone is landscaped and kept in open space uses.

BUILDING MAINTENANCE SERVICES

Establishments primarily engaged in the provisions of maintenance and custodial services to firms rather than individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.

BUSINESS SCHOOL

A use providing education or training in business, commerce, real estate, language or other similar activity or occupational pursuit, not otherwise defined as a home occupation, college or university or public or private educational facility.

BUSINESS OR TRADE SCHOOL

A use providing education or training in business, commerce, language or other similar activity or occupational pursuit, not otherwise defined as a home occupation, college or university or public or private educational facility.

BUSINESS SUPPORT SERVICES

Establishments or places of business primarily engaged in the sale, rental or repair of equipment and supplies used by office, professional and service establishments to the firms themselves rather than to individuals, but excludes automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops, hotel equipment and supply firms.

CAMPGROUND

Campground facilities providing camping and/or parking areas and incidental services for travelers in recreational vehicles or tents. Typical uses include recreational vehicle parks.

CARPORT

A roofed space, open on three sides, one story in height, covered with a flat or hipped roof and ordinarily used as a shelter under which vehicles are driven or temporarily parked.

CEMETERY

Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbiums, crematoriums, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

CHANGE OF USE

The replacement of an existing use by a new use, or a change in the nature of an existing use, but not including a change in ownership, tenancy, name, management or change in product or service within the same use classification where the previous nature of the use, line of business, or other function is substantially unchanged.

CHURCH

Any structure used principally as a place wherein persons regularly assemble for religious worship, including sanctuaries, chapels and cathedrals and onsite buildings adjacent thereto, such as parsonages, friaries, convents, fellowship halls, Sunday Schools and rectories, but not including day care centers, community recreation facilities, private primary and secondary educational facilities and parking facilities.

CITY COUNCIL

The governing or legislative authority of the City of Fredericksburg.

CLUB OR LODGE

A use providing meeting, recreational or social facilities for a private or non-profit association, primarily for use by members and guests. Typical uses include private social clubs and fraternal organizations.

CLUSTER HOUSING

Detached multi-family residential structures, situated on the site by a development design technique that concentrates buildings in specific areas.

COCKTAIL LOUNGE

Establishments or places of business engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges and similar uses other than restaurant as that term is defined herein.

COLLEGE AND UNIVERSITY FACILITIES

Educational institutions of higher learning which offer a course of study designed to culminate in the issuance of a degree as defined by the Education Code of the State of Texas.

COMMERCIAL OFF-STREET PARKING

Parking of motor vehicles on a temporary basis within a privately owned off-street parking facility, other than accessory to a principal use. Typical uses include commercial parking lots or commercial parking garages.

COMMON AREA

An area held, designed and designated for the common use of the owners or occupants or a townhouse project, PUD, apartment, condominium, manufactured home park or subdivision.

COMMUNICATIONS SERVICES

Establishments primarily engaged in the provisions of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excluding those classified as Major Utility Facilities. Typical uses include television studios, telecommunications service centers, telegraphic service offices, film recording, sound recording or cable television operations.

COMMUNITY RECREATION

A recreational facility for use by residents and guests of a particular residential development, planned unit development, church, private primary educational facility, private secondary educational facility, club or lodge or limited residential neighborhood, including both indoor and outdoor facilities.

COMPREHENSIVE PLAN

The planning documents and related material officially adopted by the City of Fredericksburg containing the goals, objectives and policies pertaining to urban growth, community facilities, infrastructure, circulation, housing and other subjects related to the development of the City.

CONDOMINIUM RESIDENTIAL

The use of a site for four or more dwelling units intended for separate ownership, together with common area serving all dwelling units.

CONSTRUCTION SALES AND SERVICES

Establishments or places of business primarily engaged in construction activities and incidental storage on lots other than construction sites, as well as the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures, but excluding retail sale of paint, fixture and hardware and those classified as one of the Automotive and Equipment Service use types. Typical uses include building materials stores, tool and equipment rental or sales, building, plumbing, electrical or mechanical contractors.

CONSUMER CONVENIENCE SERVICES

Establishments which provide services, primarily to individuals, of a convenient and limited nature, often in access-controlled facilities which make twenty-four (24) hour operation possible. Typical uses include the renting of private postal and safety deposit boxes to individuals and automated baking machines.

CONSUMER REPAIR SERVICES

Establishments primarily engaged in the provisions of repair services to individuals and households rather than firms, but excluding Automotive and Equipment Service use types. Typical uses include appliance repair shops, watch or jewelry repair shops or musical instrument repair shops.

CONVALESCENT SERVICES

A use providing bed care and in-patient services for persons requiring regular medical attention, such as nursing homes, but excluding facilities providing surgical or emergency medical services, facilities providing care for alcoholism, drug addiction, mental disease or communicable disease.

CONVENIENCE STORAGE

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding uses such as workshops, hobby shops, manufacturing or commercial activity. Typical uses include mini-warehousing and mini-storage units.

CONVENIENCE STORE/SELF SERVICE GASOLINE

An establishment engaged in the sale of food, beer, wine, household products, and self service gasoline retail sales limited to three (3) multiple dispensers or pump units within one (1) service island, with one (1) canopy cover.

CO-OWNERSHIP/FRACTIONAL OWNERSHIP, RESIDENTIAL

Properties where the ownership of a property is split among a group of owners, each owner holding a fractional ownership interest in the property that allows for shared personal use of the property, and when the property is rented out for a profit by a fractional owner, it serves as a form of investment property.

CORPORATE HOUSING

Housing of a transient nature, provided by a business, corporation, or similar other entities, to employees, affiliates associated with the business, or other guests. Housing may be provided by the business for team building, corporate events, employee awards or as part of a benefits package, and may not result in payment by occupants for the duration of the stay. Limited to one dwelling unit per lot.

CULTURAL SERVICES

A library, museum or similar registered non-profit organizational use displaying, preserving and/or exhibiting objects of community and cultural interest.

CUSTOM MANUFACTURING

Establishments primarily engaged in the on-site production of goods by hand manufacturing which involves only the use of hand tools or domestic mechanical equipment not exceeding eight (8) kilowatts and the incidental direct sale to consumers of only those goods produced on-site. Typical uses include ceramic studios, candle-making shops or custom jewelry manufacturing.

DAY CARE SERVICES

A facility designed or adapted for the care of children or adults that require a license for group day care homes from the Texas Department of Protective and Regulatory Services. This term includes nursery schools, pre-schools, day care centers for children or adults and similar uses, but excluding public and private primary and secondary educational facilities.

DENSITY

The average number of housing units per unit of land expressed as square feet of land area per housing unit or dwelling units per acre.

DETACHED

Fully separated from any other building or joined to another building by structural members not constituting an enclosed or covered space.

DETENTION FACILITIES

A publicly operated use providing housing and care for individuals legally confined.

DIRECTOR OF PLANNING AND BUILDING

The designated officer responsible for enforcement of this Ordinance.

DISCONTINUANCE OF USE

To cease or discontinue a use or activity, excluding temporary or short-term interruptions to a use or activity during periods of restoring, remodeling, maintaining or otherwise improving a facility, or normal, seasonal cessation of a use, or other temporary cessation resulting from a change of use.

DRIP LINE

A vertical line extending from the outermost branches of a tree to the ground.

DRIVE-IN SERVICE

A feature or characteristic of a use involving sale of products or provision of services to occupants in vehicles, including drive-in windows and drive through services such as mechanical automobile washing.

DRIVE THROUGH FACILITIES

Facilities provided by an establishment or place of business for the purpose of allowing a customer or patron to transact business, whether it be pick-up, drop-off, ordering or service, from a motor vehicle.

DRIVE WAY

A permanently surfaced (asphalt, gravel, "grass-crete" or similar surface) area providing vehicular access between a street and an off-street parking or loading area.

DUPLEX RESIDENTIAL

The use of a site for two dwelling units, within a single building, other than a manufactured home. [These facilities are prohibited from receiving STR permits.](#)

DWELLING UNIT

A residential unit other than a manufactured home providing complete, independent living facility for one family, including permanent provisions for living, sleeping, eating and cooking.

Efficiency Dwelling Unit. A dwelling unit containing not more than 400 square feet of floor area and not having a separate bedroom or sleeping area independent of the principal living area.

EASEMENT

A privilege of one or more property rights by the property owner to and for the use of the public, a corporation or other persons, for a designated part of his property and for a specified purpose.

Maintenance Easement. An easement granted by the owner of a lot adjacent to a zero lot line development, exclusively for the purpose of allowing the occupant of a dwelling unit constructed on or within five (5) feet of the lot line access to the adjoining property in order to maintain that portion of his dwelling situated on or adjacent to the common side lot line.

Use Easement. An easement granted by the owner of one lot to the owner of another lot in a zero lot line development, exclusively for the purpose of allowing the occupant of the dwelling unit having the dominant side yard of a common side lot line, the use, enjoyment, and privacy of such easement.

ENCLOSED

A roof or covered space fully surrounded by walls, including windows, doors, and similar openings or architectural features, or an open space of less than 100 square feet fully surrounded by a building or walls exceeding 8-feet in height.

EQUIPMENT REPAIR SERVICES

Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, trucking yard terminals, tractor and farm implement repair services, and machine shops (but specifically excluding dismantling or salvaging of vehicles).

EQUIPMENT SALES

Sale or rental of trucks, tractors, construction equipment, agricultural implements, manufactured homes, and similar heavy equipment, including incidental storage, maintenance and servicing. Typical uses include truck dealerships, construction equipment dealerships, manufactured home dealerships and sales (but specifically excluding dismantling or salvage of vehicles).

EXTERMINATING SERVICES

Services related to the eradication and control of rodents, insects and other pests, with incidental storage on lots other than where the service is rendered.

FACILITIES AND SERVICE LINES

Electric, water, drainage facilities, sewer, gas, telephone, cable, and electric lines, meters and anchor equipment required to provide utility service.

FAMILY

Any number of individuals living together as a single housekeeping unit in which not more than two (2) individuals are unrelated by blood, legal adoption or marriage.

FINANCIAL SERVICES

Establishments primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, loan and lending activities and similar services.

FOOD SALES

Establishments or places of business primarily engaged in the retail sale of food (with incidental sale of beer and wine) for home consumption or household products. Typical uses include groceries, delicatessens, meat markets, retail bakeries, candy shops and ice cream parlors. Restaurants are specifically excluded from this definition.

FUNERAL SERVICES

Establishments engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

GENERAL RETAIL SALES

Sale or rental of commonly used goods and merchandise for personal or household use, but excluding those classified more specifically in Section 4.500. Typical uses include department stores, apparel stores, furniture stores and establishments providing the following products or services: household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics and specialty items; flowers, plants, hobby materials, toys and hand-crafted items; apparel, jewelry, fabrics, and like items; cameras and photography services; household electronic equipment; sporting equipment; kitchen utensils; home furnishing and appliances; art supplies, framing, arts and antiques; paint and wallpaper; carpeting and floor covering; interior decorating services; office supplies; bicycles and auto parts (inside a building with no repair services).

GUEST

Any Occupants, who are eighteen (18) years of age or older, renting temporary transient lodging for a specified period of time, and any persons visiting the Occupants at the location of the temporary transient lodging.

GROSS FLOOR AREA

The total enclosed area of all floors in a building, measured to the surface of the exterior walls, that has a clear height of more than six (6) feet. Parking facilities for the principal use and driveways, elevator shafts and air space above the atria ground floor are excluded from gross floor area calculations. Enclosed loading berths and off-street maneuvering are also excluded, but not the dock area itself.

GRADE

The lowest horizontal elevation of the finished surface of the ground, paving or sidewalk or a point where height is to be measured. See Section 7.510.

GROUP RESIDENTIAL

The use of a site for residential occupancy of living accommodations by groups of more than six (6) persons not defined as a family, on a weekly or longer basis. Typical uses include occupancy of fraternity or sorority houses, dormitories, residence halls or boarding houses or assisted living facilities.

GUEST HOUSE

An accessory building containing a lodging unit with or without kitchen facilities, and used to house occasional visitors or guests of the occupants of a dwelling unit on the same site. Where permitted, paying guests shall be subject to the provisions of Hotel Tax Ordinance. See Section 8.220G.

GUIDANCE SERVICES

A use providing counseling, guidance, recuperative or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction or similar condition, on a day time care basis.

GUIDELINE

A statement of characteristics or design criteria considered desirable, but which are not required.

HEIGHT

The vertical distance from "grade" to the highest point of coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable on a pitched, or hipped roof, or if none of the preceding, then to the highest point of a structure. As applied to a building, the height shall be measured from an elevation derived from the average of the highest and lowest grade adjacent to the building. See Section 7.510.

HISTORIC DISTRICT

A geographically defined area which possesses significant concentration, linkage or continuity of buildings, structures, sites, areas or land, which in turn are united by architectural, historical, archaeological or cultural importance or significance and which the City Council determines shall be protected, enhanced and preserved.

HISTORIC LANDMARK

Any building, structure, site, district, area or land of architectural, cultural or significance, which the City Council determines shall be protected, enhanced or preserved, or is listed in the Historic Resource Survey of the City of Fredericksburg.

HOME OCCUPATION

An accessory occupational use conducted entirely within a dwelling unit by the inhabitants thereof, which is clearly incidental to the use of the structure for residential purposes and does not change the residential character of the site. See Section 8.300, Home Occupation. [This definition does not include short-term rentals.](#)

HORTICULTURE

The growing of horticulture and floriculture specialties such as flowers, shrubs or trees intended for ornamental or landscaping purposes, but excluding retail sales. Typical uses include wholesale plant nurseries and greenhouses.

HOSPITAL SERVICES (GENERAL)

A facility providing medical, psychiatric or surgical service for sick or injured persons, primarily on an in-patient basis, and including ancillary facilities for out-patient and emergency treatment, diagnostic services, training, research, administration and services to patients, employees or visitors.

HOSPITAL SERVICES (LIMITED)

A facility providing medical, psychiatric, or surgical services for sick or injured persons, exclusively on an out-patient basis, including emergency treatment, diagnostic services, training, administration and services to out-patients, employees or visitors.

HOTEL-MOTEL

Temporary, transient lodging services involving the provision of room and/or board containing more than eight rental units.

INDOOR ENTERTAINMENT

Predominately spectator uses conducted within an enclosed building. Typical uses include motion picture theaters, meeting halls and dance halls.

INDOOR SPORTS AND RECREATION

Uses conducted within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice and roller skating rinks, penny arcades, electronic video games and indoor racquetball courts or swimming pools.

[IMPERVIOUS COVER](#)

[Any type of surface that prevents the infiltration of water into the ground. Surfaces such as stone, rooftops, patios, driveways, sidewalks, roadways, parking lots, and decomposed or crushed granite gravel \(when utilized for parking areas and paths from ADA parking spaces to the entrance of buildings or](#)

structures) shall be considered as impervious cover. Uncovered wooden decks shall be considered as 50% impervious cover. Impervious cover does not include sidewalks or paving in the public right-of-way, or water features such as ponds, fountains, pools, and water detention basins.

INTERNAL STREET

A private way which affords the principal means of access to individual manufactured home spaces or auxiliary buildings in a manufactured home park, a private right-of-way or other non-public street within a Planned Unit Development (PUD) or other similar development.

KENNELS

Boarding and care services for dogs, cats and similar animals. Typical uses include boarding kennels, pet motels or dog training centers.

KIOSK

A small light structure with one or more open sides for general retail sales use only.

LAUNDRY SERVICES

Establishments primarily engaged in the provisions of laundering, dry cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plants, diaper services or linen supply services.

LANDSCAPED AREA

An area devoted to or developed predominately with plant material, natural landscape or xeroscape features, including lawn, ground cover, gardens, trees, shrubs and other plant materials; and also including accessory decorative outdoor landscape elements such as pools, fountains, water features and sculptural elements, provided that the use of brick, stone, aggregate or other inorganic materials shall not predominate over the use of plant material.

Interior Landscaping. As applied to parking and loading facilities, or to similar paved areas, a landscaped area or areas within the shortest circumferential line defining the perimeter or exterior boundary of the parking or loading area, excluding driveways or walkways providing access to the facility.

Perimeter Landscaping. As applied to parking and loading facilities, or to similar paved areas, a landscaped area adjoining and outside the shortest circumferential line defining the exterior boundary of a parking or loading area, excluding driveways or walkways providing access to the facility.

LIGHT MANUFACTURING

A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, including incidental storage, sales and distribution of such products, but excluding basic industrial processing. Typical uses include winery, sheet metal shop, welding shop and machine shop.

LIMITED RETAIL SALES

Sale of goods and merchandise which are typically bought in limited quantities and are of a personal nature. Uses within this category are characterized by limited traffic, noise, parking and hours of operation. Typical uses include an antique shop, bakery, book or stationary store, camera shop, candy, cigar & tobacco shop, florist, jewelry, optical goods, toys and hand crafted items.

LIQUOR SALES

Establishments or places of business engaged in retail sale for consumption off the premises of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sale of liquor, beer or wine for off-site consumption.

LOCAL STREET

A street which is intended primarily to serve traffic within a neighborhood or limited residential district, and which is not necessarily continuous through several residential districts.

LOADING SPACE

An area used for loading or unloading of goods from a vehicle in connection with the use of the site on which such space is located.

LOCAL CONTACT PERSON

The Owner, Operator, or person designated by the Owner or the Operator, who shall be available 24 hours per day for the purpose of responding to concerns or requests for assistance related to the Owner's Short-term Rental.

LOCAL UTILITY SERVICES

Services which are necessary to support principal development and involve only minor structures such as lines and poles which are necessary to support principal development.

LODGING UNIT

A room or group of rooms in a dwelling unit or a group residential use, for overnight occupancy on a transient or residential occupancy basis. Where designed or used for occupancy by more than two persons, each two person capacity shall be deemed a separate lodging unit.

LOT

A parcel of real property with a separate and distinct number or other designation shown on a plat, record of survey, parcel map or subdivision map recorded in the office of the County Clerk, or a parcel legally created or established pursuant to applicable zoning or subdivision regulations in effect prior to the effective date of application of this ordinance to such parcel.

Corner Lot. A lot located at the intersection or junction of two streets, or two segments of a curved street, forming an angle of not more than one hundred thirty-five (135) degrees.

Interior Lot. A lot other than a corner lot.

Reverse Corner Lot. A corner lot having a side lot line which is substantially a continuation of the front lot line of a lot to its rear.

Through Lot. A lot other than a corner lot abutting more than one street.

LOT AREA

The net horizontal area within bounding lot lines, but excluding any portion of a flat (panhandle) lot providing access to a street and any public or private easement or right-of-way providing access to another lot.

LOT COVERAGE OR BUILDING COVERAGE

The area of lot covered by buildings or roofed areas, but excluding incidental projecting eaves, balconies and similar features, ground level paving, landscaping, and open recreational facilities. See Section 7.700.

LOT DEPTH

The horizontal distance between the mid-point of the front lot line and the mid-point of the rear lot line.

LOT LINE

A line or series of connected line segments bounding a lot as herein defined.

Common Side Lot Line. A side line between two or more lots.

Dominant Side Yard of a Small Lot. The side of a small or zero lot line parcel, having the larger width. The wall of a dwelling unit having the dominant side yard is permitted to have windows and door openings adjacent to the dominant side yard.

Front Lot Line. On an interior lot, the lot line abutting the street. On a corner lot, the shorter lot line abutting a street or the line designated as the front lot line by subdivision or parcel map. On a through lot, the lot line abutting the street providing the primary access to the lot. On a flat (panhandle) lot, the interior lot line designated as a front lot line by a subdivision or parcel map, or the line determined by the Director of Planning and Building to be the front lot line.

Interior Lot Line. A lot line not abutting a street.

Rear Lot Line. A lot line not defined as a front or side lot line. In the case of an irregular shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of ten (10) feet, parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks and other provisions of this ordinance.

Side Lot Line. A lot line intersecting the front lot line and extending there from a minimum distance of seventy-five (75) feet.

Street or Exterior Lot Line. A lot line abutting the street.

Zero Lot Line. A common lot line on which a wall of a structure may be constructed.

LOT WIDTH

The horizontal distance between side lot lines, measured at the front setback line and at a distance of fifty (50) feet to the rear thereof.

MAJOR UTILITY FACILITIES

Generating plants, electrical switching facilities and primary substations, refuse collection or disposal facilities, water and wastewater treatment plants and similar facilities.

MAINTENANCE AND SERVICE FACILITIES

A facility supporting maintenance, repair, vehicular or equipment servicing, material storage and similar activities, including corporation yards, equipment service centers and similar uses having characteristics of commercial services or contracting or industrial activities.

MANUFACTURED HOME PARK

A unified development of twenty or more HUD-Code manufactured home spaces for rent or lease, including common areas and facilities for management, recreation, laundry and utility services, storage and similar services for the convenience of residents of the manufactured home park.

MANUFACTURED HOME RESIDENTIAL

A dwelling that is manufactured in one or more modules at a location other than the homesite and which is designed as a residence when the modules are transported to the homesite, and the modules are joined together and installed on a permanent foundation system or tied down in accordance with appropriate Code requirements. Manufactured residence construction shall be in accordance with the Texas Manufactured Housing Standards Act and shall include the plumbing, heating/air conditioning and electrical systems to be contained in the structure. The term manufactured home or residence shall not mean or apply to a mobile home as defined in the Texas Manufactured Housing Standards Act, nor is it to include building modules incorporating concrete or masonry as a primary component.

MANUFACTURED HOME SUBDIVISION

A subdivision designed and/or intended for the sale of lots for siting manufactured homes and in accordance with the requirements of the subdivision ordinance.

MANUFACTURED HOME SPACE

An area within a manufactured home park which is designed for and designated as the location for a manufactured home and the exclusive use of its occupants.

MANUFACTURED HOME STAND

That portion of a mobile home space upon which the manufactured home is placed.

MEDICAL OFFICES

A use providing consultation, diagnosis, therapeutic, preventive or corrective personal treatment services by doctors, dentists, medical and dental laboratories, and similar practitioners of medical and healing arts for humans licensed for such practice by the State of Texas.

MILITARY INSTALLATIONS

Military facilities of the federal and state governments.

MULTIPLE FAMILY RESIDENTIAL

The use of a site for three or more dwelling units, within one or more buildings. [These facilities are prohibited from obtaining STR permits.](#)

NONCONFORMING STRUCTURE OR BUILDING

A structure or building, the size, dimension, or location of which was lawful prior to the adoption, revision, or amendment to the zoning ordinance but fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district.

NONCONFORMING USE

A lawful use of any land, building or structure, other than a sign or PUD, which does not conform with currently applicable use regulations, but which complies with use regulations in effect at the time the use was established. See Section 6.100.

NON-COMPLYING

A building or structure, including off-street parking or loading areas, but excluding PUD's which do not comply with the current, applicable site development regulations for the district in which it is located, or with applicable General Regulations set forth in Section 5.100, but which complied with applicable regulations at the time of construction.

OCCUPANT

[Any person, who is eighteen \(18\) years of age or older, renting temporary transient lodging for a specified period of occupancy.](#)

OPERATOR

[The Owner or the Owner's authorized representative who is responsible for advertising and/or operating a Short-term Rental.](#)

OUTDOOR ENTERTAINMENT

Predominately spectator uses conducted in open or partially enclosed or screened facilities. Typical uses include sports arenas, racing facilities and amusement parks.

OUTDOOR SPORTS AND RECREATION

Uses conducted in open, partially enclosed or screened facilities. Typical uses include driving ranges, miniature golf courses, golf courses, swimming pools, tennis courts and outdoor racquetball courts.

OWNER

[The person or entity that holds legal or equitable title to a property.](#)

PARK AND RECREATION SERVICES

Publicly owned and operated parks, playgrounds, recreation facilities and open spaces.

PARKING FACILITY

An area on a lot, within a building, or both, including one or more parking spaces together with driveways, aisles, turning and maneuvering areas, clearances and similar features, and meeting the requirements established by this ordinance. The term "parking facility" shall include parking lots, parking garages and parking structures. See Section 7.800.

PARKING SPACE

An area on a lot, site or within a building not on a public street or alley and having an all-weather surface, enclosed or not, together with an all-weather surface driveway which may be an easement connecting the parking space with a street or alley permitting free ingress and egress, used or intended to be used for parking of a motor vehicle. The term "parking space" is equivalent to the term "parking stall" and does not include driveways, aisles or other features comprising a parking facility. Any parking adjacent to a public street wherein the maneuvering is done on the public street shall not be classified as off-street parking in computing the parking area requirements for any use. See Section 7.800.

PAWN SHOP SERVICES

A use engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker and the incidental sale of such property.

PERSONAL IMPROVEMENT SERVICES

Establishment, or places of business, primarily engaged in providing informational, instructional, personal improvement and similar services of a non-professional nature. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handcraft and hobby instructions.

PERSONAL SERVICES

Establishments or places of business primarily engaged in providing frequently or recurrently needed services of a personal nature. Typical uses include beauty salons, barber shops, seamstresses, tailors, shoe repair shops, dry cleaning pick-up station services, and coin operated laundries.

PET SERVICES

Retail sales, veterinary services, grooming and boarding when totally within a building, of dogs, cats, birds, fish and similar small animals customarily used as household pets. Typical uses include pet stores, small clinics, dog bathing and clipping salons and pet grooming shop but excluding uses for livestock and large animals.

PLANNED UNIT DEVELOPMENT (PUD)

A Planned Unit Development is a development which is under unified control and is planned, and developed, as a whole in a single development operation of programmed series or phases of development, each phase of which is specifically integrated into and made a part of the overall plan of development, and which shall include streets, lots, adequate utilities to serve the proposed uses and densities, and which indicates all structures and their relationship to each other and to adjacent uses and improvements, and which provides for common taxation, maintenance, and operation thereof. A [Planned Unit Development](#) shall consist of dwelling units, and may also include non-residential uses compatibly and harmoniously incorporated into the unitary design for the Planned Unit Development. A Planned Unit Development where more than five (5) percent of the total area is utilized for non-residential purposes, such as commercial or industrial uses, is a non-residential PUD. See Section 3.700.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission created and appointed by the City Council.

POSTAL FACILITIES

Postal services, including post offices, bulk mail processing or sorting centers, operated by the United States Postal Service.

PRIVATE GARAGE

A building for the storage of motor vehicles where no repair facilities are maintained and where no motor vehicles are kept for hire or sale and where no filling station is maintained, having a capacity of not more than four automobiles or trucks of less than one ton capacity.

PRIVATE PRIMARY EDUCATIONAL FACILITIES

A private or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

PROFESSIONAL OFFICE

A use providing professional or consulting services in the fields of law, architecture, design engineering, accounting and similar professions.

PUBLIC PRIMARY EDUCATIONAL FACILITIES

A public school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

PUBLIC SECONDARY EDUCATIONAL FACILITIES

A public school offering instruction beyond the elementary school through the twelfth grade level in the branches of learning and study required to be taught in the public schools of the State of Texas.

PRIVATE SECONDARY EDUCATIONAL FACILITIES

A private or parochial school offering instruction beyond the elementary level through the twelfth grade in the branches of learning and study required to be taught in the public schools of the State of Texas.

PRIVATE PRIMARY EDUCATIONAL FACILITIES

A private or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

QUEUE LINE

An area for temporary parking and lining of motor vehicles while awaiting service or other activity.

RAILROAD FACILITIES

Railroad yards, equipment servicing facilities and terminal facilities.

RECREATIONAL VEHICLE

A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling recreational or sporting purposes. The term recreational vehicle shall include, but shall not be limited to, travel trailers, pick-up campers, camping trailers, motor coach homes, converted trucks and buses, boats and boat trailers.

REGISTERED FAMILY HOME

The care of children in the home as defined by the Texas Department of Protective and Regulatory Services.

RELIGIOUS ASSEMBLY

A use located in a permanent or temporary building and providing regular organized religious worship and religious education incidental thereto, but excluding private primary or private secondary educational facilities, community recreational facilities and parking facilities. A property tax exemption obtained pursuant to *Property Tax Code of the State of Texas* shall constitute prima facie evidence of religious assembly use.

RESOURCE EXTRACTION

A use involving the on-site extraction of surface or subsurface mineral products or natural resources. Typical uses include quarries, borrow pits, sand and gravel operations, oil and gas extraction and mining operations.

RESEARCH SERVICES

Establishments primarily engaged in research of an industrial or scientific nature but excluding product testing. Typical uses include electronics research laboratories, space research and development firms and pharmaceutical research.

RESTAURANT

A use engaged in the preparation and retail sale of food and beverages, including sale of alcoholic beverages when conducted as an accessory or secondary feature and producing less than fifty percent (50%) of the gross income. A general restaurant may include live entertainment with amplified sound. Typical uses include restaurants, coffee shops, dinner houses and similar establishments with or without incidental alcoholic beverage service.

RESTAURANT - DRIVE-IN/FAST FOOD

A chain and/or franchise restaurant which may include, but not limited to, two or more of the following characteristics:

The product is primarily intended for immediate consumption and is available upon short waiting time.

The product is prepared, packaged or presented in a manner that can be readily eaten outside the premises where it is sold.

The facilities for on-premises consumption of food are insufficient for the volume of food sold.

The building floor area devoted to food preparation and serving is greater than the building floor area devoted to dining.

The restaurant is affiliated by agreement with two (2) or more similar restaurants by common ownership, common process and common building architecture.

RESTAURANTS - LIMITED

Restaurants which typically involve the custom preparation of food in limited quantities and of a personal nature. Restaurants within this category are characterized by limited traffic, noise and parking that is similar in nature to an office use of a similar size, limited hours of operation typically not later than 10:00 pm, no drive-thru, and lighting which is shielded from and directed away from adjacent neighborhoods and is dimmed to a minimal level after hours. Said restaurants may include live entertainment with amplified sound as long as such activity is wholly enclosed within the main building and incidental alcohol beverage service. Lighted signs shall be turned off after business hours. No outdoor cooking shall be permitted.

REQUIREMENT

A specific condition or development regulation which must be followed.

RESIDENTIAL CONVENIENCE SERVICE

A use or activity of a commercial nature conducted as an accessory use to multiple family residential or manufactured home park residential use, and intended solely for the convenience of residents thereof.

RESIDENCE

A building occupied as the abiding place of one or more persons in which the use and management of sleeping quarters, and all appliances for cooling, ventilating, heating, or lighting are under one control, including but not limited to one-family and two-family dwellings, duplexes, townhouses, condominiums,

apartment houses and boarding houses, and which shall be the principal building or use on any lot in R-1, R-2, R-3, R-4 or R-5 residence districts.

SAFETY SERVICES

Facilities for conduct of public safety and emergency services, including police and fire protection services and emergency medical and ambulance services.

SCRAP AND SALVAGE SERVICES

Places of business primarily engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junkyards or salvage yards.

SCREENED

Shielded, concealed and effectively hidden from the view of a person standing at ground level on an abutting site, or outside the area or feature so screened, by a fence, wall, hedge, berm or similar architectural or landscape feature which is, or will grow to, at least six (6) feet in height.

SEPARATE LODGING UNIT

~~Bed and Breakfast~~ Short-term rental or hotel-motel lodging in a stand-alone structure ~~or one only minimally connected with other units such as with verandas or other architectural features~~ with only one structure per lot.

SERVICE BUILDING

A structure within a manufactured home park housing toilet, lavatory or other facilities.

SERVICE STATION

Provision of fuel, lubricants, parts and accessories and incidental services to motor vehicles.

SETBACK LINE

A line within a lot parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of structures and uses on the lot.

SHOPPING CENTER OR MALL

An integrated grouping of commercial activity, primarily of a retail and personal service nature, in a building complex having the individual establishments joined by a common pedestrian mall or walkway.

SHORT-TERM RENTAL (STR)

Any structure used for transient or guest lodging accommodations, rented for compensation of a dwelling unit, which includes but is not limited to a single-family residence, townhouses, and other residential use real estate improvements, in which the public may obtain sleeping accommodations for a period less than thirty (30) consecutive days. This term applies regardless of whether the dwelling was originally constructed or zoned as a residential dwelling. This term does not apply to multi-family projects or apartment complexes. This term is a general definition and the various types of STRs are further defined in this Section 2.100.

SHORT-TERM RENTAL, ACCESSORY

A short-term rental providing transient or guest lodging accommodations for compensation within a lawful guest house on the same lot as the property owner's principal residence (as evidenced by a current residence homestead exemption filed with the Gillespie Central Appraisal District). The guest house shall not exceed the size of the primary structure.

SHORT-TERM RENTAL, B&B

A short-term rental providing transient or guest lodging accommodations for compensation within the rooms of the property owner's principal residence (as evidenced by a current residence homestead

exemption filed with the Gillespie Central Appraisal District). Separate short-term rental permits shall be required for each separate bedroom unit within a Short-Term Rental, B&B which may be rented.

SHORT-TERM RENTAL, BEDROOM

A short-term rental bedroom shall be defined as a room within a structure used for Short Term Rental purposes, with a minimum size of 70 square feet, plus a closet directly accessible from the room, that meets all the minimum international building code and fire code regulations regarding bedroom sizes, ingress, and egress.

SHORT-TERM RENTAL, CONDOMINIUM

Short-term rental located in a complex or housing group that is part of a declared and recorded condominium regime.

SHORT-TERM RENTAL, DWELLING UNIT

A structure or room that is rented separately from other rental units on the property, for the purpose of transient or guest lodging. Each individual short-term rental dwelling unit shall be required to obtain a separate short-term rental permit.

SHORT-TERM RENTAL, FACILITY

A facility or complex containing multiple short-term rental dwelling units (up to 8 units) on a single lot for transient or guest lodging where sleeping accommodations are provided for compensation. Any facility or complex, located in a commercial zoning district, containing multiple short-term rental dwelling units on a single lot, shall be developed in accordance with the multi-family regulations of the base zoning district.

-SHORT-TERM RENTAL PERMIT. A permit issued by the City authorizing the use of a privately owned dwelling as a Short-term Rental.

SHORT-TERM RENTAL, UNOCCUPIED

A short-term rental providing transient or guest lodging accommodations for compensation within a lawful structure, that is not located on the same lot as the property owner's principal residence, and which includes, but is not limited to, a single-family residence, townhouses, duplexes, and other residential real estate improvements.

SIDEWALK

A paved surface area, usually a parallel line, and separated from the roadway, used as a pedestrian-way.

SIGN

Any device or surface on which letters, illustrations, designs, figures or symbols are painted, printed, stamped, raised, projected or in any manner outlined or attached and used for location and advertising purposes.

SINGLE FAMILY RESIDENTIAL

The use of a site for only one dwelling unit, other than a manufactured home.

SINGLE FAMILY RESIDENTIAL (ATTACHED)

A single family dwelling constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation. Included under this use category is townhouse and condominium.

SINGLE-FAMILY (DETACHED)

The use of a site for only one dwelling unit, other than a manufactured home. This use also includes Short-term Rental, Accessory and Short-term Rental, B&B.

SITE

A tract or parcel of land, subdivided lot or lots, or parts thereof, or land acreage intended and suitable for development, which is a genuine part of the development; or the ground or area on which a building or buildings or a townhouse has been proposed to be built or has been built.

SITE AREA

The calculated area within the site.

Base Site Area. A calculated area defined as the Gross Site Area minus 25-year floodplain.

Gross Site Plan. An area defined as the total site area including easements, flood plains, waterways, ponds and any other area for preservation.

SITE PLAN

A plan, prepared to scale, showing accurately and with complete dimensions, all of the buildings, structures and uses, and principal site development features including parking, access, landscaping and screening, proposed for a specific lot or parcel of land.

STREET

A public or private thoroughfare which affords a primary means of access to abutting property, including all land within the right-of-way thereof.

STRUCTURE

That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

STRUCTURAL ALTERATION

Any change in the supporting members of a building such as bearing walls, columns, girders or beams over eight-feet long.

STABLES

Boarding, breeding or raising of horses not owned by the occupants of the premises or riding of horses by other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables or public stables.

STANDARD LOT

A lot or tract of record by deed or plat that does not comply with a minimum area, width or depth requirements currently applicable to the district in which it is located, but which complied with applicable requirements when it was placed on record.

STOCKYARDS

Stockyard services involving the temporary keeping of livestock for slaughter, market and shipping. Typical uses include stockyards and animal sales in auction yards.

TIMESHARE

Any property ownership arrangement whereby two or more owners share ownership or other interest in real property in time allotments of usage and have the right to use the property under a time-sharing agreement. Types of timeshares include, but are not limited to:

1. Shared deeds - ownership divided into smaller parts that reflect how much time each owner can use said property.
2. -Shared leases – similar to "shared deeds" except there is no ownership of the property and access to the property is granted via lease agreements.

TOWNHOUSE GROUP

Two or more contiguous townhouses having common or abutting walls.

TOWNHOUSE LOT

That portion of the total development site or a townhouse residential use intended for separate ownership as the location of a single townhouse and associated private yard area.

TOWNHOUSE RESIDENTIAL

The use of a site for two or more townhouse dwelling units, constructed with common or abutting walls and each located on a separate ground parcel within the total development site, together with common area serving all dwelling units.

TRANSPORTATION TERMINAL

A facility for loading, unloading and interchange of passengers, baggage and incidental freight or package express between modes of transportation, including bus terminals, railroad stations, airport terminals and public transit facilities.

TRAVEL TRAILER

Any structure or vehicle used as sleeping or living quarters which may be driven or propelled from one location to another without change in the structure, vehicle, or design thereof, whether or not the same is intended to include recreational and vacation vehicles and trailers and not used for year-round living, such as travel trailers, pickup coaches mounted on a truck chassis, motor homes, or camping trailers.

USE

The conduct of an activity, or the performance of a function or operation, on a site or in a building or facility.

Accessory Use. A use or activity which is incidental to and customarily associated with a specific principal use on the same site, including parking for the principal use.

Principal Use. A use listed by the regulations for any particular district as a permitted use within that zone and permitted, therein, as a matter of right when conducted in accordance with the regulations established by this ordinance.

Conditional Use. A use ~~defined by Section 4.400 and~~ listed by the regulations for any particular district as a conditional use within that district and allowable therein, solely on a discretionary and conditional basis subject to a Conditional Use Permit, and to all other regulations established by this ordinance.

VALUE AND VALUATION

The value of a structure shall be the estimated cost to replace the structure in kind, based on current replacement costs.

VEHICLE STORAGE

Long term storage of operating or non-operating vehicles. Typical uses include storage of private parking tow-aways or impound yard (but specifically excluding dismantling or salvaging of vehicles).

VETERINARY SERVICES

Veterinary services and hospitals for animals. Typical uses include pet clinics, dog and cat hospitals and veterinary hospitals for livestock and large animals.

WAREHOUSING AND DISTRIBUTION

Establishments or places of business primarily engaged in wholesaling, storage, distribution and handling of materials and equipment other than live animals and plants. The following are wholesaling, storage and distribution use types:

Limited Warehousing and Distribution. Wholesaling, storage, warehousing services within enclosed structures. Typical uses include wholesale distributors, storage warehouses and moving and storage firms.

General Warehousing and Distribution. Open-air storage, distribution and handling of materials and equipment. Typical uses include monument and stone yards, grain elevators, open storage yards and petroleum products storage and distribution.

YARD

A required open space on a lot adjoining a lot line, containing landscaping, parking and such uses as may be permitted by this ordinance.

Front Yard. A required yard extending the full width of a lot between the front lot line and the front setback line.

Interior Yard. Any required yard, not adjacent to a street, which is determined on the basis of an interior lot line.

Rear Yard. A required yard extending the full width of a lot between the rear lot line and the rear setback line, but excluding an area located within the street side yard of a corner lot.

Side Yard. A required yard extending the depth of a lot from the front yard to the rear yard between the side lot line and the side setback line. In the case of a corner lot, the street side yard shall extend from the front yard to the rear lot line.

Street Yard. A required yard adjacent to a street and which is determined on the basis of the yard lot line and front yard set back line.

Sec. 3.100. - R-1: SINGLE FAMILY RESIDENTIAL.

Intent

This zone is intended to provide for a ~~single family~~single-family dwellings, with not more than one principal residence permitted on any lot to ensure an environment conducive to single family residential use. Additional uses necessary and incidental to a ~~single family~~single-family residential dwelling unit are also permitted. This zone is typically associated with the ~~Low Density~~Low-Density Residential Land Use category but is conditionally allowed within all land use categories except "Open Space/Parks", "Industrial" and "Public Facilities".

Principal Permitted Uses

Buildings, structures, and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses, plus such other uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Single Family Residential (Detached)	Local Utility Services
Short-term Rental, Accessory (With a STR permit and adherence to Section 5.401)	Short-term Rental, B & B (With a STR permit and adherence to Section 5.401)

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 Primary Education
Day Care Services	Private Secondary Education
Guidance Services	Religious Assembly
Short-term Rental, Unoccupied (With a STR permit and adherence to Section 5.401) <ul style="list-style-type: none"> If 2 or more lot lines (only 1 or more lot lines required for a corner lot) are abutting a lawfully permitted "STR Unoccupied" use (STR B&B and STR Accessory uses are not included in this calculation) 	

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

~~-Compliance with provisions of Sec. 5.401, and~~

~~Use is allowed in rooms of property owner's principal residence with no limit as to number of units up to eight, OR if the property is not the owner's principal residence, then Bed and Breakfast use is limited to one rental unit OR one separate guest house if the lot is 10,000 square feet or more, and~~

~~Two off street parking spaces shall be provided for the main residence plus one off street parking space for each Bed and Breakfast unit but only two parking spaces are required if the Bed and Breakfast is the principal residence~~

~~Compliance with other R-1 regulations~~

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, width and depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard unit until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the R-1 district shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 7500 Square feet; <u>or</u> <u>10,000 square feet for guest houses and short-term rental, accessory uses.</u>
Lot Width	Minimum Lot Width, 70 feet
Height	Maximum Building Height, 2½ stories, 28 feet
Front Yard	Minimum Required Setback, 25 feet
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 5 feet
Rear Yard	Minimum Required Setback, 10 feet
Residential Density	Maximum Dwelling Units per Lot, 1 per Lot Minimum Dwelling Areas
(Living Area Only)	750 Square feet

Maximum Building Coverage	Percent of Lot Area, 40%
Impervious Cover	Percent of Lot Area, 55%
Nonconforming Uses	Section 6.100
Special Yard Regulations	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Temporary/Accessory Building	Section 8.000
Home Occupations	Section 8.300

Sec. 3.110. - R-2: MIXED RESIDENTIAL.

Intent

This zone is intended to provide for medium density living, for example, with not more than one (two bedroom) dwelling unit permitted for each 3,500 square feet of lot area. (See Site Development Regulations). Additional uses necessary and incidental to multiple family residential dwellings are also permitted. It is a zone well suited as a buffer between single family uses and other more intense uses. This zone is typically associated with Medium Density Residential Land Use category but is allowed within all Land Use categories except "Open Space/Park," "Public Facility" and "Industrial."

Principal Permitted Uses

Buildings, structures and land shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses, plus such other uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Community Recreation	Local Utility Service
Duplex Residential	Multiple Family Residential
Townhouses (Section 7.610)	Condominiums (Section 7.610)
Group Residential	Single Family Residential (Detached)
Single Family Small Lot (Section 3.101 R-1-A)	
Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)	Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Unoccupied – not located within the Historic Overlay District: (With a STR permit, adherence to Section 5.401)	

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.

Private Primary Educational Facilities	Private Secondary Educational Facilities
Day Care Services	

Condominiums (Section 7.610)	
Convalescent Services	
Cultural Services	Religious Assembly
Guidance Services	
Short-term Rental, Unoccupied - located within the Historic Overlay District: (With a STR permit, adherence to Section 5.401)	Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401) <ul style="list-style-type: none"> • If the property is immediately abutting a Non-Residential Zoning District (Open Space not included), or a PUD that allows commercial uses.
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401) <ul style="list-style-type: none"> • If the property is immediately abutting a Non-Residential Zoning District (Open Space not included), or a PUD that allows commercial uses. • When located within the Historic Overlay District, use is limited to a maximum of one (1) structure per 5,000 square feet of land. 	

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

~~-Compliance with provisions of section 5.401, and~~

~~-Any structure which exists as of September 1, 2013 may be used as a Bed and Breakfast whether or not owner-occupied, and~~

~~-Additions or new construction, taking into consideration any existing structures, shall comply with other requirements of R-2~~

~~-One off street parking space for each Bed and Breakfast unit in addition to those required for other uses~~

~~-Lots may not be combined to permit more than eight separate lodging units on contiguous property regardless of density regulations~~

~~-Compliance with other R-2 regulations~~

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, width and depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the R-2 district shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 5,000 Square feet
Lot Width	Minimum Lot Width, 50 feet
Height	2½ Stories, 28 feet
Front Yard	Minimum Required Setback, 15 feet (20 feet for garage)
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 5 feet for single family detached structures ; or 10 feet, for multi-family developments, when abutting residential zoning districts ; or 15 feet for 2 story multi-family developments when abutting residential zoning districts.
Rear Yard	Minimum Required Setback, 10 feet; or

	<p>15 feet, for multi-family developments, when abutting a residential zoning district; or</p> <p>25 feet, for multi-family developments, for 2 or more stories when abutting residential zoning districts.</p>
Residential Density	Minimum Site Area per Dwelling Units,
	Efficiency: 2,500 Square feet
	1 Bedroom: 3,000 Square feet
	2 Bedroom: 3,500 Square feet
	<p>3 Bedroom: 4,000 Square Feet</p> <p>Each additional bedroom (over 3 bedrooms) shall provide -an additional 500 square feet interval to the required density area</p>
Maximum Impervious Coverage	65%
Maximum Building Coverage	Percent of Lot Area, 55%
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000
Special Yard Regulations	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Building	Section 8.000

Home Occupations	Section 8.300
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Note— In an R-2 Zone the R-1-A Site Development Regulations may apply to the development of ~~single family~~single-family dwellings at the option of the Owner.

Sec. 3.120. - R-3: MULTI-FAMILY RESIDENTIAL.

Intent

This zone is intended to provide for higher density living, for example, with not more than one (two bedroom) dwelling unit permitted for each 2,400 square feet of lot area. (See Site Development Regulations.) Additional uses necessary and incidental to multiple family residential dwellings are also permitted. It is a zone well suited as a buffer between single family uses and other more intense uses. This zone is typically associated with the Medium Density Residential Land Use category, but is allowed within all Land Use categories except "Open Space/Parks," "Public Facilities" and "Industrial."

Principal Permitted Uses

Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses, plus such other uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Community Recreation	Multiple Family Residential
Duplex Residential	Religious Assembly
Group Residential	Single Family Residential
Local Utility Services	Townhouses (Section 7.610)
Condominiums (Section 7.610)	Short-term Rental, Unoccupied: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)	Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)	

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.

Club or Lodge	Guidance Services
Condominiums (Section 7.610)	

Convalescent Services	Private Primary Educational Facilities
Cultural Services	Private Secondary Educational Facilities
Day Care Services	Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401)

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

- ~~-Compliance with provisions of section 5.401, and~~
- ~~-Any structure which exists as of September 1, 2013 may be used as a Bed and Breakfast whether or not owner-occupied, and~~
- ~~-Additions or new construction, taking into consideration any existing structures, shall comply with other requirements of R-3~~
- ~~-One off street parking space for each Bed and Breakfast unit in addition to those required for other uses~~
- ~~-Lots may not be combined to permit more than eight separate lodging units on contiguous property regardless of density regulations~~
- ~~-Compliance with other R-3 regulations.~~

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width and depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the R-3 district shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 7500 Square feet
Lot Width	Minimum Lot Width, 50 feet
Height	Maximum Building Height, 3 stories, 38 feet

Front Yard	Minimum Required Setback, 25 feet
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 5 feet for single-family detached; or 10 feet, for multi-family developments, when abutting residential zoning districts; or 15 feet for 2 story multi-family developments when abutting residential zoning districts.
Rear Yard	Minimum Required Setback, 10 feet; or 15 feet, for multi-family developments, when abutting residential zoning districts; or 25 feet, for multi-family developments, for 2 or more stories when abutting residential zoning districts.
Residential Density	Minimum Site Area per Dwelling Units,
	Efficiency: 1600 Square feet
	1 Bedroom: 2000 Square feet
	2 Bedrooms: 2400 Square feet
	3 Bedroom: 2800 Square Feet Each additional bedroom (over 3 bedrooms) shall provide an additional 400 square feet to the required density area
Maximum Impervious Coverage	65%
Maximum Building Coverage	Percent of Lot Area, 55%
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000

Special Yard Regulations	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Buildings	Section 8.000
Home Occupations	Section 8.300

Sec. 3.200. - C-1: NEIGHBORHOOD COMMERCIAL.

Intent

This zone is intended to provide for the establishment of restricted commercial facilities, to serve the conveniences and needs of the immediate neighborhood and must be compatible with the residential character and environment of the neighborhood. These uses generally result in limited traffic generation.

Principal Permitted Uses

Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Administrative and Business Office
Convalescent Services
Cultural Services
Day Care Services
Group Residential
Local Utility Services
Medical Services
Multiple Family Residential (Section 3.110)
Personal Services
Private Primary Educational Services
Private Secondary Educational Facilities
Professional Office
Religious Assembly
Single Family Residential (detached) if structure was not used as other than residential in its most recent use
Short-term Rental, Unoccupied: (With a STR permit and adherence to Section 5.401)

Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)
Corporate Housing: (With a STR permit and adherence to Section 5.401)

Uses Permitted Subject to Conditional Use Permit

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

Arts and Crafts
Automotive Washing
Building Maintenance Services
Business School
Business Support Services
Club or Lodge
Communication Services
Condominium Residential (section 7.610)
Consumer Repair Services
Convenience Storage
Convenience Store/Self Serve Gasoline
Duplex Residential
Food Sales

Guidance Services
Laundry Services
Limited Retail Sales
Liquor Sales
Personal Improvement Services
Pet Services
Restaurant - Limited
Single Family Residential (detached)- new construction or after cessation of use other than residential
Townhouse Residential Drive through Facilities Associated with any use
Short-term Rental, Condominium (Section 5.401)

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

- ~~-Compliance with provisions of section 5.401, and~~
- ~~-Any structure which exists as of September 1, 2013 may be used as a Bed and Breakfast whether or not owner-occupied, and~~
- ~~-Additions or new construction, taking into consideration any existing structures, shall comply with other requirements of C-1~~
- ~~-One off street parking space for each Bed and Breakfast unit in addition to those required for other uses~~
- ~~-Lots may not be combined to permit more than eight separate lodging units on contiguous property regardless of density regulations~~
- ~~-Compliance with other C-1 regulations.~~

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the

standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the C-1 District shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 7500 Square feet
Lot Width	Minimum Lot Width, 70 feet
Height	Maximum Building Height, 3 stories, 38 feet
Front Yard	Minimum Required Setback, 25 feet
Street Side Yard	Minimum Required Setback, 25 feet
Interior Side Yard	Minimum Required Setback, 5 feet; or 10 feet when abutting residential zoning districts; or 15 feet for 2 story structures, when abutting residential zoning districts. *
Rear Yard	Minimum Required Setback, 10 feet; or 15 feet when abutting residential zoning districts; or 25 feet for 2 or more stories, when abutting residential zoning districts.
Maximum Impervious Coverage	70%
Maximum Building Coverage	Percent of Lot Area, 50%
Residential Density	Section 3.110 Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000

Special Yard Regulations	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Building	Section 8.000
Signs	Sign Ordinance
Outdoor Amplified Sound	Prohibited when abutting R-1, R-1-A, or R5

Sec. 3.205. - C-1.5: MEDIUM COMMERCIAL.

Intent

This zone represents an effort to provide a district between the Neighborhood Commercial District and the Commercial District. Uses have been selected from each of the various districts, with the intent that the proposed uses could function as a transition between highway commercial and residential neighborhoods, but could also provide a lower impact zone along other major roadways.

Principal Permitted Uses

Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Administrative and Business Office
Arts and Crafts
Business Support Services
Communication Services
Consumer Repair Services
Convalescent Services
Cultural Services
Day Care Services
Financial Services
Guidance Services
Hospital Services (Limited)
Local Utility Services
Medical Offices
Personal Improvement Services
Personal Services

Pet Services
Professional Offices
Private Primary Educational Facilities
Private Secondary Educational Facilities
Religious Assembly
Restaurant—Limited
Retail Sales—Limited
Single Family Residential (Detached)—if structure was not used as other than residential in its most recent use
Group Residential
Multiple Family Residential
Short-term Rental, Unoccupied: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)
Corporate Housing: (With a STR permit and adherence to Section 5.401)

Uses Permitted Subject to Conditional Use Permit

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

Automobile Washing
Building Maintenance Services

Business or Trade School
Club or Lodge
Cocktail Lounge
Convenience Storage
Consumer Convenience Services
Convenience Store/Self-Serve Gasoline
Custom Manufacturing
Food Sales
Drive through or Drive-in facilities associated with any use
General Retail Sales
Indoor Sports and Recreation
Kennels
Laundry Services
Liquor Sales
Mobile Food Establishments
Single Family Residential (Detached)—new construction or after cessation of use other than residential
Duplex Residential
Townhouse Residential
Condominium Residential (Section 7.610)
Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401)

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the C-1.5 District shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 7,500 Square feet
Lot Width	Minimum Lot Width, 70 feet
Height	Maximum Building Height, 3 stories, 38 feet
Front Yard	Minimum Required Setback, 20 feet
Street Side Yard	Minimum Required Setback, 20 feet
Interior Side Yard	Minimum Required Setback, 5 feet; <u>or</u> <u>10 feet when abutting residential zoning districts; or</u> <u>15 feet for 2 story structures, when abutting residential zoning districts.</u> [*]
Rear Yard	Minimum Required Setback, 10 feet; <u>or</u> <u>15 feet when abutting residential zoning districts; or</u> <u>25 feet for 2 or more stories, when abutting residential zoning districts.</u> [*]
Maximum Impervious Coverage	75%
Maximum Building Coverage	Percent of Lot Area, 60%

Residential Density	Section 3.110 Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Sections 7.000 and 7.100
Yard Regulations	Section 7.300
Height Regulations	Section 7.510
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Building	Section 8.100
Signs	Sign Ordinance
Outdoor Amplified Sound	Prohibited when abutting adjacent to R-1, R-1-A, and R-5

Sec. 3.210. - C-2: COMMERCIAL.

Intent

This zone is intended to provide for businesses and services that serve persons throughout the city and the area. These uses generally require frontages on major cross street intersections of highways or other major arterial, given their high visibility and traffic generation ability.

Principal Permitted Uses

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 Section 5.401)
Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)
Corporate Housing (Section 5.401)

Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses, plus such other uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare.

Uses Permitted Subject to Conditional Use Permit

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

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
Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401)

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

~~-Compliance with provisions of section 5.401, and~~

~~-One off street parking space for each Bed and Breakfast unit in addition to those required for other uses~~

~~-Compliance with other C-2 regulations~~

Property Development Regulations

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the following standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the C-2 District shall be subject to the following site development regulations.

Feature	Regulation
Lot Size	Minimum Lot Area, 5000 Square feet
Lot Width	Minimum Lot Width, 50 feet
Height	Maximum Building Height, 3 stories, 38 feet

Front Yard	Minimum Required Setback, 15 feet
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 0 feet; or 10 feet when abutting residential zoning districts; or 15 feet for 2 story structures, when abutting residential zoning districts. *
Rear Yard	Minimum Required Setback, 0 feet; or 15 feet when abutting residential zoning districts; or 25 feet for 2 or more stories, when abutting residential zoning districts. *
Maximum Impervious Coverage	80%
Maximum Building Coverage	Percent of Lot Area, 75%
Residential Density	Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000
Special Yard Regulations	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Building	Section 8.100
Signs	Sign Ordinance

Outdoor Amplified Sound	Prohibited when abutting R-1, R-1-A, or R5
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~~* 10 feet when adjacent to R-1 or R-5~~

Sec. 3.220. - CBD: CENTRAL BUSINESS DISTRICT.

Intent

This zone is intended to provide for the intense commercial activities of the central business district or central trading area of the City. This district establishes the character of the City by serving the tourist as well as the residents of the City.

Principal Permitted Uses

Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses, plus such other uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Administrative and Business Office
Arts and Crafts
Club or Lodge
Cocktail Lounge
Consumer Convenience Services
Consumer Repair Services
Cultural Services
Day Care Services
Financial Services
General Retail Sales
Guidance Services
Liquor Sales
Local Utility Services
Mobile Food Establishments, but not in any right-of-way, public easement or in the Historic Overlay District, except that Mobile Food Vendor's in the Historic District Overlay shall be allowed on school property, museum property, church property, and public property subject to section 8-117(h).

Multiple Family Residential (Section 3.120)
Personal Improvement Services
Personal Services
Pet Services
Private Primary Educational Facilities
Private Secondary Educational Facilities
Professional Offices
Religious Assembly
Restaurant
Single Family Residential (detached) if structure was not used as other than residential in its most recent use
Short-term Rental Unoccupied: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)
Corporate Housing (Section 5.401)

Uses Permitted Subject to Conditional Use Permit

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

Business or Trade School
Business Support Services

Commercial Off-Street Parking
Communications Services
Condominium Residential (section 7.610)
Custom Manufacturing
Drive through Facilities associated with any use
Duplex Residential
Food Sales
Funeral Services
Horticulture
Hospital Services (Limited)
Hotel/Motel
Indoor Entertainment
Indoor Sports and Recreation
Medical Offices
Outdoor Entertainment
Outdoor Sports and Recreation
Single Family Residential (Detached)
Townhouse Residential (section 7.610)
Transportation Terminals
Single Family Residential (detached)- new construction or after cessation of use other than residential Group Residential

Short-term Rental, Condominium (Section 5.401)

~~Uses permitted with a Bed and Breakfast Compliance Use Permit:~~

~~Bed and Breakfast~~

~~Conditions under which a permit will be issued:~~

- ~~-Compliance with provisions of section 5.401, and~~
- ~~-Any structure which exists as of September 1, 2013 may be used as a Bed and Breakfast whether or not owner-occupied, and~~
- ~~-Additions or new construction, taking into consideration any existing structures, shall comply with other requirements of CBD, and~~
- ~~-Density shall comply with the provisions of the Multi-Family Residential District (R-3)~~
- ~~-One off street parking space for each Bed and Breakfast unit in addition to those required for other uses~~
- ~~-Lots may be combined to permit more than eight separate lodging units on contiguous property with a Conditional Use Permit~~
- ~~-Compliance with other R-3 regulations~~

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered, or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the CBD District shall be subject to the following site development regulations.

Feature	Regulation
Lot Size	Minimum Lot Area, 5000 Square feet
Lot Width	Minimum Lot Width, 50 feet
Height	Maximum Building Height, 3 stories, 38 feet
Front Yard	Minimum Required Setback, 0 feet
Street Side Yard	Minimum Required Setback, 0 feet

Interior Side Yard	Minimum Required Setback, 0 feet; or 10 feet when abutting R1, R1A, or R5 zoning districts.*
Rear Yard	Minimum Required Setback, 0 feet; or 10 feet when abutting R1, R1A, or R5 zoning districts.*
Maximum Impervious Coverage	90%
Maximum Building Coverage	
Residential Density	Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000
Special Yard Regulation	Section 7.300
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Accessory Building Regulations	Section 8.200
Signs	Sign Ordinance
Outdoor Amplified Sound	Prohibited when abutting R-1, R-1-A, or R5

* ~~10 feet when adjacent to R-1 or R-5~~

Sec. 3.500. - HO: HISTORIC OVERLAY.

Intent

This zone is intended to encompass that portion of the City with historic resource value. The area within the Historic Overlay District is subject to the requirements of two ~~land use designations~~ sets of development standards:

1. the underlying zoning district land use designations and development standards; and
2. the historic characteristics of the district, including that all exterior construction, restoration, alteration or demolition within the district is subject to the provisions of the Historic Preservation Ordinance.

Principal Permitted Uses

~~Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:~~

Administrative and Business Office	Liquor Sales
Administrative Services	Local Utility Services
Arts and Crafts	Medical Offices
Business or Trade School	Outdoor Entertainment
Business Support Services	Outdoor Sports and Recreation
Club or Lodge	Park and Recreation Services
Cocktail Lounge	Personal Improvement Services
Commercial Off-Street Parking	Personal Services
Consumer Convenience Services	Pet Services
Consumer Repair Services	Postal Facilities
Cultural Services	Private Primary Educational Facilities
Day Care Services	Private Secondary Educational Facilities
Duplex Residential	Professional Offices
Financial Services	Public Primary Educational Facilities

Food Sales	Public Secondary Educational Facilities
General Retail Sales	Religious Assembly
Hospital Services (limited)	Restaurant
Indoor Entertainment	Safety Services
Indoor Sports and Recreation	Single Family Residential (Detached)
Laundry Services	

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:

College and University Facilities	Group Residential
Communications Services	Guidance Services
Community Recreation	Horticulture
Condominiums (Section 7.610)	Hotel/Motel
Detention Facilities	Multiple Family Residential
Drive-In/Fast Food	Townhouse Residential (Section 7.610)
Drive-Through Facilities associated with any use	Transportation Terminal
Funeral Services	

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all of the development standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height for in the underlying zoning district, the Historic Preservation

Ordinance, and the Historic Design Guidelines/Standards. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Lot Area - The minimum lot area shall be as provided in any underlying zone or as may be required upon approval of a Conditional Use Permit.

Lot Dimensions - Shall be as provided in any underlying zone, or as may be required upon approval of a Conditional Use Permit.

Yards - Each lot shall have front, side and rear yards extending across the full widths and lengths of the lot as may be required in the underlying zone, or as may be required upon approval of a Conditional Use Permit.

Height Regulations - Section 7.500.

Fences, Walls and Visibility - Section 7.530.

Parking - Section 7.800.

Temporary/Accessory Building Regulations - Section 8.000.

Historic Preservation Ordinance

Signs - Sign Ordinance

Sec. 3.510. - HSD: HISTORIC SHOPPING DISTRICT OVERLAY.

Intent.

This zone is intended to encompass that portion of the City which constitutes the in-town historic shopping and tourist area. The area within the District is subject to the requirements of the underlying zoning district, the Historic Overlay District, if within its defined area, and the requirements of this Historic Shopping District.

Principal Permitted Uses

See uses listed in the underlying district.

Uses Permitted Subject to issuance of a Conditional Use Permit using the review and evaluation criteria of Section 5.460. See the uses listed for the underlying district.

Uses Permitted Subject to issuance of a Conditional Use Permit using review and evaluation criteria in Sections 5.460 and 5.461. Any Standardized Business may be located in the Historic Shopping District subject to a Conditional Use Permit as provided in Section 5.400 using the review and evaluation criteria set forth in Sections 5.460 and 5.461.

~~Bed and Breakfast is allowed if the same is in compliance with all Central Business District Bed and Breakfast regulations EXCEPT~~

-A Conditional Use Permit is required for any new construction of any type of STR use, or for conversion of any existing structure to any type of STR use, if located on the first floor ~~Bed and Breakfast unit~~, and the review and evaluation criteria of section 5.461 shall be used as applicable.

For the purpose of this section, the following definitions shall apply:

- A. Historic Shopping District shall be all properties generally located between Elk Street and Acorn Street including the properties fronting on both sides of Acorn Street, and between San Antonio Street including the properties fronting on both sides of such street, and Austin Street including the properties fronting on both sides of such street, as they are depicted on the map of the area attached to this ordinance.
- B. Standardized Business shall mean a business which is required by contractual or other arrangement or affiliation to maintain one or more of the following items: standardized ("formula") array of services and/or merchandise, trademark, logo, signs, service mark, symbol, decor, architecture, layout, uniform, menu, or similar standardized features and which causes it to be substantially identical to more than ten other businesses regardless of ownership or location at the time the application therefor is completed. Standardized Businesses can include, but are not limited to: restaurants, retail stores, banks, sales offices, spas, hair and nail salons, art galleries, and hotel/motel/inn/~~bed and breakfast~~ short-term rental establishments. A statement made under oath, and subject to penalties for perjury concerning the status as a standardized business shall be submitted with the application for Conditional use permit, along with any other reasonable proof required by the person administering the City's Zoning ordinance.

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

- A. Lot Area - The minimum lot area shall be as provided in any underlying zone or as may be required upon approval of a Conditional Use Permit.

- B. Lot Dimensions - Shall be as provided in any underlying zone, or as may be required upon approval of a Conditional Use Permit.
- C. Yards - Each lot shall have front, side and rear yards extending across the full widths and lengths of the lot as may be required in the underlying zone, or as may be required upon approval of a Conditional Use Permit.
- D. Height Regulations - Shall be as provided in the underlying zoning District.
- E. Fences, Walls and Visibility - Section 7.530.
- F. Parking - The standards of Section 7.800 shall apply.
- G. Temporary/Accessory Building Regulations - Section 8.000.
- H. Historic Preservation Ordinance.
- I. Signs - Sign Ordinance.

Sec. 3.800. - MU-1: MIXED USE - INFILL.

Intent

This zone represents an effort to provide a zoning category for properties outside of the main commercial area, which are large enough and located in proximity to the core of the city to provide for a mix of uses, and that are intended to be pedestrian and bicycle oriented. Features for consideration include a balanced mix of uses, connectivity of uses, compactness, compatibility with town character or traditional context, reduced parking, good pedestrian and bicycle access.

Principal Permitted Uses

Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Administrative and Business Office
Administrative Services
Arts and Crafts
Business Support Services
Club or Lodge
Cocktail Lounge
College or University Facilities
Community Recreation
Consumer Convenience Services
Consumer Repair Services
Convalescent Services
Cultural Services
Custom Manufacturing
Day Care Services
Financial Services

Food Sales
Group Residential
General Retail Sales
Hotel/Motel
Hospital Services (Limited)
Indoor Entertainment
Indoor Sports and Recreation
Kennels
Laundry Services
Liquor Sales
Local Utility Services
Medical Offices
Mobile Food Establishments
Outdoor Entertainment
Outdoor Sports and Recreation
Park and Recreation Services
Personal Improvement Services
Personal Services
Pet Services
Professional Offices

Religious Assembly
Restaurant - Drive-In/Fast Food
Restaurant - Limited
Retail Sales - Limited
Shopping Center
Single Family Residential (Detached)
Duplex Residential
Townhouse Residential
Condominium Residential
Multiple Family Residential
Short-term Rental, Unoccupied (Section 5.401)
Short-term Rental, Accessory (Section 5.401)
Short-term Rental, B & B (Section 5.401)
Short-term Rental, Facility (Section 5.401)
Corporate Housing (Section 5.401)

Uses Permitted Subject to Conditional Use Permit

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

Automobile Rentals
Business or Trade School

Condominium Residential (Section 7.610)
Convenience Storage
Outdoor Sports and Recreation
Drive through or Drive-in facilities associated with any use
Group Residential
Guidance Services
Private Primary Educational Facilities
Private Secondary Educational Facilities
Transportation Terminals
Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401)

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the MU-1 District shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 7500 Square feet
Lot Width	Minimum Lot Width, 75 feet
Height	Maximum Building Height, 3 stories, 38 feet

Front Yard	Minimum Required Setback, 15 feet
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 0 feet; <u>or</u> <u>10 feet when abutting residential zoning districts; or</u> <u>15 feet for 2 story structures, when abutting residential zoning districts.</u> *
Rear Yard	Minimum Required Setback, 0 feet; <u>or</u> <u>15 feet when abutting residential zoning districts; or</u> <u>25 feet for 2 or more stories, when abutting residential zoning districts.</u> *
Maximum Impervious Coverage	80%
Maximum Building Coverage	Percent of Lot Area, 75%
Residential Density	Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000 and 7.100
Yard Regulations	Section 7.300
Height Regulations	Section 7.510
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900
Temporary/Accessory Building	Section 8.100

Signs	Sign Ordinance
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* 25 feet when adjacent to residential zoning district

Additional Special Site and Development Regulations:

1. All Entry Corridor Standards and Guidelines shall apply to development within the MU-1 District, with the following modifications:
 - a. New designs shall be compatible with the design traditions of the established neighborhoods and regional Texas Hill Country aesthetic. It is not the intent of these guidelines to require that new buildings copy older building styles. Therefore, use traditional building forms and broader similarities of design in order to be compatible with existing buildings in the area that reflect the traditional context.
 - b. If a shed roof or flat roof design is used, a parapet wall shall be added to screen the roof.
 - c. When making transitions to lower density areas, modulate the mass of the building to relate to smaller buildings.
 - d. Faux windows and similar details are not appropriate articulation.
 - e. Signs shall integrate into building and site design so they do not appear as an afterthought.
 - f. Attached signs shall be located above the building entrance, storefront opening, or at other locations that are compatible with the architectural features of the building.
 - g. The front door shall connect to the sidewalk along the entry corridor.
 - h. Light fixture style and location shall be compatible with the building's architecture, site design and landscape design. Decorative fixtures are highly recommended and where warranted, may be required. Light fixture style shall be consistent throughout the project.
 - i. Light fixtures shall be located facing away from adjacent sites (particularly residential parcels) so that the light does not spill-over onto abutting properties. Parking and building light fixtures shall be cut-off luminaries that have less than 90 degree cut-off so that the light is not emitted horizontally or upward.
 - j. All roof-top equipment shall be screened from entry corridors, side streets, plazas and parks.
 - k. Parking shall be located behind buildings or on the side. Parking in front of buildings may be permitted, subject to a Conditional Use Permit as provided for in section 5.400.
2. Shared access for pedestrians and vehicles shall be provided between properties and uses.
3. Pedestrian circulation will be given priority over vehicular access.
4. A drive-thru associated with any use shall be oriented away from any adjacent residential.
5. Exterior amplified sound associated with any use shall be prohibited when adjacent to single family residential use.
6. Required parking may be reduced by up to 25 percent if development can demonstrate that the mix of uses do not conflict with one another.
7. Residential density for townhomes, condominiums and multi-family dwellings may be increased by 25 percent if utilized above the ground floor level and combined with other permitted uses.
8. Outdoor storage shall be prohibited.

9. Outdoor display of merchandise shall be limited to 10 percent of the lot area, and shall be maintained in a neat and orderly manner.
10. Screening shall be required where parking is located adjacent to a residential use.
11. Building setbacks may be reduced by 25 percent when a minimum of three different uses are included, provided that one of the uses is residential.

Sec. 3.810. - MU-2: MIXED USE - CORRIDOR.

Intent

This zone represents an effort to change the typical pattern of strips of underperforming commercial development that often line highways and arterials. Rather than limiting the properties along major entry corridors to commercial uses, this category offers a variety of higher density residential and mixed use opportunities. The policy of allowing this mix of uses along major roadways supports a change in development from a pattern of older commercial structures to new projects with a variety of uses, including mixed use within an individual building project or building.

Principal Permitted Uses

Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses as the City Council, by resolution, may deem to be similar to those uses listed and not obnoxious or detrimental to the public health, safety and welfare:

Administrative and Business Office
Administrative Services
Arts and Crafts
Business Support Services
Club or Lodge
Cocktail Lounge
College or University Facilities
Community Recreation
Consumer Convenience Services
Consumer Repair Services
Convalescent Services
Cultural Services
Custom Manufacturing
Day Care Services

Financial Services
Food Sales
Group Residential
General Retail Sales
Hotel/Motel
Hospital Services (Limited)
Indoor Entertainment
Indoor Sports and Recreation
Kennels
Laundry Services
Liquor Sales
Local Utility Services
Medical Offices
Mobile Food Establishments
Outdoor Sports and Recreation
Park and Recreation Services
Personal Improvement Services
Personal Services
Pet Services
Professional Offices

Religious Assembly
Restaurant - Drive-In/Fast Food
Restaurant - Limited
Restaurant
Retail Sales - Limited
Shopping Center
Single Family Residential (Detached)
Duplex Residential
Townhouse Residential
Condominium Residential
Multiple Family Residential
Short-term Rental, Unoccupied: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Accessory: (With a STR permit and adherence to Section 5.401)
Short-term Rental, B & B: (With a STR permit and adherence to Section 5.401)
Short-term Rental, Facility: (With a STR permit and adherence to Section 5.401)
Corporate Housing: (With a STR permit and adherence to Section 5.401)

Uses Permitted Subject to Conditional Use Permit

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

Automobile Rentals

Business or Trade School
Condominium Residential
Convenience Storage
Outdoor Sports and Recreation
Drive through or Drive-in facilities associated with any use
Group Residential
Guidance Services
Private Primary Educational Facilities
Private Secondary Educational Facilities
Transportation Terminals
Short-term Rental, Condominium: (With a STR permit and adherence to Section 5.401)

Property Development Standards

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered or converted for any use permitted in this district unless it is in conformity with all the standards and regulations herein specified for lot area, lot width, lot depth, dwelling unit area, lot coverage, yards and building height. The following standards shall apply except in cases where a lot does not meet the standards herein required but was an official "lot of record" prior to the adoption of this ordinance. In such cases, the present dimension shall be maintained as a minimum standard until such time as the use is removed. The replacement shall meet the standards and regulations herein specified.

Site Development Regulations

Each site in the MU-2 District shall be subject to the following site development regulations:

Feature	Regulation
Lot Size	Minimum Lot Area, 10,000 Square feet
Lot Width	Minimum Lot Width, 100 feet

Height	Maximum Building Height, 3 stories, 38 feet
Front Yard	Minimum Required Setback, 20 feet
Street Side Yard	Minimum Required Setback, 15 feet
Interior Side Yard	Minimum Required Setback, 0 feet; <u>or</u> <u>10 feet when abutting residential zoning districts; or</u> <u>15 feet for 2 story structures, when abutting R1, R1A, or R5</u> <u>zoning districts. *</u>
Rear Yard	Minimum Required Setback, 0 feet; <u>or</u> <u>15 feet when abutting residential zoning districts; or</u> <u>25 feet for 2 or more stories, when abutting residential zoning</u> <u>districts. *</u>
Maximum Impervious Coverage	75%
Maximum Building Coverage	Percent of Lot Area, 65%
Residential Density	Section 3.120
Nonconforming Uses	Section 6.100
Site Development Regulations	Section 7.000 and 7.100
Yard Regulations	Section 7.300
Height Regulations	Section 7.510
Fences, Walls and Visibility	Section 7.530
Parking	Section 7.800
Landscaping and Screening Regulations	Section 7.900

Temporary/Accessory Building	Section 8.100
Signs	Sign Ordinance

~~*25 feet when adjacent to Residential zoning district~~

Additional Special Site and Development Regulations:

1. All Entry Corridor Standards and Guidelines shall apply to development within the MU-2 District, with the following modifications:
 - a. New designs shall be compatible with the design traditions of the established neighborhoods and regional Texas Hill Country aesthetic. It is not the intent of these guidelines to require that new buildings copy older building styles. Therefore, use traditional building forms and broader similarities of design in order to be compatible with existing buildings in the area that reflect the traditional context.
 - b. If a shed roof or flat roof design is used, a parapet wall shall be added to screen the roof.
 - c. When making transitions to lower density areas, modulate the mass of the building to relate to smaller buildings.
 - d. Faux windows and similar details are not appropriate articulation.
 - e. Signs shall integrate into building and site design so they do not appear as an afterthought.
 - f. Attached signs shall be located above the building entrance, storefront opening, or at other locations that are compatible with the architectural features of the building.
 - g. The front door shall connect to the sidewalk along the entry corridor.
 - h. Light fixture style and location shall be compatible with the building's architecture, site design and landscape design. Decorative fixtures are highly recommended and where warranted, may be required. Light fixture style shall be consistent throughout the project.
 - i. Light fixtures shall be located facing away from adjacent sites (particularly residential parcels) so that the light does not spill-over onto abutting properties. Parking and building light fixtures shall be cut-off luminaries that have less than 90 degree cut-off so that the light is not emitted horizontally or upward.
 - j. All roof-top equipment shall be screened from entry corridors, side streets, plazas and parks.
 - k. Parking shall be located behind buildings or on the side. Parking in front of buildings may be permitted, subject to a Conditional Use Permit as provided for in section 5.400.
2. Shared access for pedestrians and vehicles shall be provided between properties and uses.
3. Pedestrian circulation will be given priority over vehicular access.
4. A drive-thru associated with any use shall be oriented away from any adjacent residential.
5. Exterior amplified sound associated with any use shall be prohibited when adjacent to single family residential use.
6. Required parking may be reduced by up to 25 percent if development can demonstrate that the mix of uses do not conflict with one another.
7. Residential density for townhomes, condominiums and multi-family dwellings may be increased by 25 percent if utilized above the ground floor level and combined with other permitted uses.

8. Outdoor storage shall be prohibited.
9. Outdoor display of merchandise shall be limited to 10 percent of the lot area, and shall be maintained in a neat and orderly manner.
10. Height may be increased to four stories above grade, with a maximum height of 54 feet, if a minimum of three different uses are included and structured parking is proposed within a single development, and subject to a Conditional Use Permit as provided for in section 5.400.
11. Screening shall be required where parking is located adjacent to a residential use.
12. Building setbacks may be reduced by 25 percent when a minimum of three different uses are included, provided that one of the uses is residential.

Sec. 5.401. - Additional requirements for short-term rental uses.

General Requirements: All short-term rental uses shall be subject to the following requirements, in addition to those set forth otherwise in the City of Fredericksburg Code of Ordinances:

1. Food Service:
 - a. Only overnight guests may be served meals except in zones permitting restaurant use.
 - b. Such meals shall be limited to continental-type breakfast consisting of pastries prepared by a licensed provider, milk, cereal, fruit, fruit juice and coffee unless the facility meets the State of Texas and Gillespie County Health Division requirements for commercial food service.
2. Signs:
 - a. All signs must comply with the City of Fredericksburg Sign Ordinance, as applicable, set forth in Chapter 29 of the Code of Ordinances. Short-term rental uses may erect a nameplate sign, which shall be considered a sign exempted from certain regulations under Section 29-5(3) of the Code of Ordinances, provided that such sign is not more than two (2) square feet in area and is attached to the structure.
3. Americans with Disabilities Act (ADA) and the 2012 Texas Accessibility Standards (TAS):
 - a. All short-term rental facilities must comply with all applicable Federal, State, and City of Fredericksburg building codes for existing or new construction, including ADA and TAS standards when required.
4. Short-term rental uses shall comply with the regulations for Fire Protection set forth in the appropriate NFPA 101 Life Safety Code and the International Construction Codes, the latest versions adopted by the City at the time of construction or conversion to short-term rental use using the "Lodging and Rooming Houses" regulations.
 - a. Exceptions:
 - i. Short-term Rental-Unoccupied, Short-term Rental-Accessory, and Short-term Rental-B&B shall not be required to install automatic fire suppression sprinkler systems.
5. External lighting:
 - a. All external lighting shall comply with the City's Outdoor Lighting ordinance set forth in Article XV of Chapter 5 (Buildings and Building Regulations) of the City Code of Ordinances.
6. Occupancy: Maximum occupancy for a short term rental shall be limited to two (2) Occupants per bedroom, plus two (2) additional Occupants, but in no case shall maximum occupancy exceed a combined total of twelve (12) Occupants. Maximum occupancy under this subsection is only applicable to the number of persons eighteen (18) years of age or older that are renting the temporary transient lodging for a specified period of occupancy, and excludes any other persons visiting the Occupants at the location of the temporary transient lodging.
 - i. Additional guest beds may be placed in bedrooms that sleep two (2) occupants, provided that the bedroom has at least fifty (50) square feet of bedroom area for each occupant, and the maximum occupancy limit is not exceeded.
 - ii. Commercially zoned properties in the Historic Overlay District shall be developed in accordance with the base zoning district and all other City regulations and ordinances.
7. Utilities
 - a. Short-term, Accessory and Short-term Rental, B&B uses shall be served by a single water and electrical meter.

- b. Short-term Rental, Condominium and Short-term Rental, Facilities shall be served by a master meter, and may be sub-metered by the property owner.
- 8. Trash & Solid Waste
 - a. Each STR shall provide a minimum of one (1) ninety-six gallon (96 gal) bulk garbage container capacity, or equivalent, for every six (6) Occupants, based on the maximum permitted occupancy for the STR.
 - i. This subsection shall apply to all new and existing STRs
 - ii. This requirement does not apply to those properties that utilize commercial trash pickup or dumpsters.
- 9. Quiet Hours
 - a. Each STR use shall have one or more signs posted in prominent locations in the rear yard, near pools, hot tubs, and fire pits, and near other common gathering areas, providing the occupants and guests with notice of the Nighttime Hours, as set forth in Section 20-207 of the City's Noise and Sound Level Regulation ordinance. All signs posted under this subsection must comply with the City of Fredericksburg Sign Ordinance, as applicable, set forth in Chapter 29 of the Code of Ordinances.
- 10. Permitting: It shall be unlawful for any person or entity to rent, or offer to rent, any Short-term Rental without a valid Short-term Rental Permit issued under this Section 5.401.
 - a. A separate Short-term Rental Permit application and application fee must be submitted for each individual Short-term Rental dwelling unit.
 - i. An applicant shall apply for a Short-term Rental Permit using a format and method promulgated by the City Manager or his/her designee.
 - ii. An applicant for a Short-Term Rental Permit shall pay to the City the permit fees as set forth in Sec. 5.450 of Appendix A - Fee Schedule, of this Code of Ordinances.
 - b. Each individual Short-term Rental dwelling unit shall be assigned a unique permit number upon permit issuance by the City. This permit number will remain the same and will remain with the dwelling unit.
 - i. Upon issuance of the Short-term Rental Permit, the Owner will be issued a unique identification number and sticker for the City's Business Emergency Contact (BECA) program. The BECA sticker shall be placed in a visible location, near the front entrance of the structure, to assist in notifying any City officials or law enforcement of the Owner and Local Contact Person information.
 - c. Prior to issuance of a Short-Term Rental Permit, the Operator shall allow an on-site inspection of the Short-Term Rental Unit by City staff, to ensure compliance with City's ordinances and regulations.
 - i. Inspections shall also be required when an STR permit is transferred to another owner, upon complaints regarding violations of the City's zoning code, or when additions or modifications are performed to the property which requires a City building permit and that enlarge or change the existing layout of the structure.
 - ii. This subsection 5.401(10)(c) shall apply to all new and existing STRs.
 - d. A new owner of an STR shall notify the City in writing, within ten (10) business days after the change in ownership, notifying of any changes in ownership, contact information, management company information, and local contact person. A new owner of an STR shall submit a transfer of permit application to the City within ten (10) business days after the change in ownership.

- i. The Owner shall notify the City within ten (10) business days, in writing, of any changes to information submitted as part of a Short-Term Rental Permit application under this Section 5.401.
 - ii. This subsection 5.401(10)(d) shall apply to all new and existing STRs.
- e. Generally, STR permits may be transferred to new owners, provided that, upon inspection, the property remains in compliance with all City regulations. Changes or modifications to the property that result in non-compliance with all City regulations shall void the existing permit.
- f. An application for Short Term Rental Permit may be denied if the Owner has had a Short-Term Rental Permit suspended or revoked during the previous 365 calendar days.
- g. Subdivision Deed Restrictions and Covenants
 - i. This Section 5.401 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this Section 5.401 and another ordinance, easement, covenant, or deed restriction are in conflict, whichever imposes the more stringent restrictions shall prevail.

11. General Operational Requirements

- a. The Operator shall post the following information in a prominent location within the Short-Term Rental Unit, using a form promulgated by the City:
 - i. The unique Short Term Rental Permit number assigned to the Short-Term Rental Unit;
 - ii. Operator name and number;
 - iii. Local Contact Person name and number;
 - iv. The location of any on-site and off-site parking spaces available for Occupants;
 - 1. The Owner must limit the Occupants' vehicles to the number of off-street parking spaces provided.
 - 2. The number of on-site and off-site parking spaces available for Occupants shall be included in any advertisement of the short-term rental unit. This Subsection 5.401(11)(a)(iv)(2) shall apply to all new and existing STRs.
 - v. The maximum occupancy as prescribed under Subsection 5.401(6) ;
 - vi. Instructions to Guests concerning disposal of garbage and handling of garbage containers;
 - vii. Notification that the Guests are responsible for compliance with all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental, and that Guests may be fined by the City for violations of this Section 5.401.
- b. The Operator shall post the following "House Rules" in a prominent location within the Short-Term Rental Unit, and shall include the following "House Rules" in an advertisement or contract for occupancy of the Short Term Rental:
 - i. Observe the City of Fredericksburg Quiet Hours (10pm to 7am in residential zones).
 - ii. The City of Fredericksburg is a Dark Sky Community with outdoor lighting restrictions. All outdoor lighting is encouraged to be turned off when no one is present to use the light.
 - iii. Observe the designated on-site and off-site parking spaces.

- iv. Place all trash in designated containers.
- c. The Operator shall operate a Short-Term Rental in compliance with the following:
 - i. Zoning regulations prescribed for the zoning district in which such Short-Term Rental is located, set forth in Appendix B of the Code of Ordinances.
 - ii. City of Fredericksburg Sign Ordinance, as applicable, set forth in Chapter 29 of the Code of Ordinances and as allowed in Subsection 5.401(2)(a) above.
 - iii. Maximum occupancy limits prescribed in Subsection 5.401(6), or by the City Fire Marshal pursuant to the International Fire Code as adopted in Chapter 17 of this Code of Ordinances, whichever is lower.
 - iv. City of Fredericksburg Hotel Occupancy Tax Ordinance, set forth in Chapter 41 of this Code of Ordinances.
 - v. City of Fredericksburg Noise and Sound Level Regulation Ordinance, set forth in Chapter 20 of this Code of Ordinances.
 - vi. City of Fredericksburg Garbage Collection Ordinance, set forth in Chapter 32 of this Code of Ordinances and as prescribed in Subsection 5.401(8) above.
 - vii. During any period when a Short-Term Rental is occupied or intended to be occupied by Guests, the Local Contact Person shall be available 24 hours per day for the purpose of responding to concerns or requests for assistance related to the condition, operation, or conduct of Guests of the Short-Term Rental.
 - 1. The Local Contact Person shall respond within 30 minutes of being notified of concerns or requests for assistance regarding the condition, operation, or conduct of Guests of the Short-Term Rental, and shall take immediate remedial action as needed to resolve such concerns or requests for assistance. The Local Contact Person shall have 60 minutes, from the time of the complaint, to correct the situation.
 - 2. Failure to respond in the required timeframe shall be a violation of this Ordinance.
- d. Any advertisement that promotes the availability of a Short-Term Rental, listed in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application, shall include the current Short Term Rental Permit number assigned by the City and the number of available parking spaces provided for each rental unit.

12. Compliance and Penalty Provisions

- a. It shall be unlawful for any person or entity to violate any provision of this Section 5.401. Proof that a violation of this Section 5.401 occurred at a Short-Term Rental shall create a rebuttable presumption that the Owner of said Short Term Rental committed the violation.
 - i. Any violation of this Section 5.401 may be:
 - 1. adjudicated under the civil administrative hearing process for violations of ordinances as set forth in Chapter 2, Article VII (Administrative Adjudication of Violations) of this Code of Ordinances, provided said violation is described in Texas Local Government Code Section 54.032; or
 - 2. prosecuted in the Municipal Court under the penalty provisions set forth in Section 6.310 of this Zoning Ordinance.
 - ii. Penalties provided for in this Subsection 5.401(12) are not exclusive and are in addition to any other available criminal or civil remedies that the City may pursue under federal, state, or local law.

- iii. Any property operating as a Short-Term Rental, without a permit, shall be prohibited from receiving a Short-Term Rental permit for a minimum of one (1) year.

13. Permit suspension or revocation; appeal

- a. Upon conviction for a violation of this Section 5.401, the City Manager may suspend or revoke any Short Term Rental Permit issued for the same Short Term Rental where the violation occurred. Notwithstanding the foregoing sentence, the City Manager may not suspend or revoke any Short Term Rental Permit for convictions related to the City Sign ordinances (Chapter 29), the City Garbage Collection ordinances (Chapter 32), the City Outdoor Lighting ordinances (Article XV of Chapter 5), or the City Water Conservation ordinances (Article II of Chapter 47).
- b. The City Manager shall notify an Owner of a suspension or revocation under this Subsection 5.401(13) in writing, delivered by Certified Mail, Return Receipt Requested, and mailed to the address of the Owner as set forth on the most recent Short Term Rental Permit application submitted to the City. A suspension or revocation under this Subsection 5.401(13) shall become effective on the 11th business day following the date said notice of a suspension or revocation was deposited in the U.S. Mail. An Owner may appeal a notice of suspension or revocation under this Subsection by filing a written appeal with the City Manager within ten business days following the date said notice was deposited in the U.S. Mail. Following a timely filing of a written appeal hereunder, the Owner is entitled to a stay of the suspension or revocation, pending exhaustion of appeals under this Subsection. The Owner may present evidence to the City Manager related to the suspension or revocation under this Subsection. Following the City Manager's final decision on an appeal, the Owner may appeal an adverse decision of the City Manager to the City Council, by filing a written appeal with the City Secretary within five business days following the date of receipt of the City Manager's final decision on an appeal.

Sec. 6.110. Continuance of a Nonconforming Use.

Residential Districts

Enlargement. A non-conforming use may be enlarged, expanded, extended or changed within the boundary of the lot in which the non-conforming use has legally operated, upon approval of a Conditional Use Permit (section 5.400). Any enlargement or extension, whether requiring a Conditional Use Permit or not, shall be required to come into in compliance with all city ordinances, codes, or policies and development regulations which may apply to the property (examples without limitation: landscape, parking, curb cuts, setbacks).

Conversions. A non-conforming use may be continued as the same classification, or may be changed to a use of a more restricted classification upon approval of a conditional use permit. If it is changed to a use in a more restricted classification or to a conforming use, it cannot be changed back to its original non-conforming use. For purpose of this paragraph, the phrase "same classification" means: uses permitted in the same district; a "more restricted classification" means: use in a district having more restricted use (i.e., C-2 vs. C-1); and provided that:

The new use is similar to or less intensive than that of the old use in terms of noise generated, outdoor storage, customer activity and impact on other conforming uses in the area, and that the new use comply with the parking requirements of this ordinance as applicable to newly established uses.

Termination.

If a non-conforming use or any portion thereof is voluntarily discontinued for a period of 90 days, any future use of such land or portion thereof shall be in conformity with the regulations of the district in which such land or portion thereof is located. A non-conforming short-term rental use shall not be considered voluntarily discontinued if

~~Short term rental uses shall not terminate under the following conditions :~~

~~The use is suspended for repairs, modifications, additions, or remodels, or other similar situations; or if~~

~~The owner of the property home utilizes the property as their personal residence, for a period not to exceeding more than one 365 consecutive days (1) year; or.~~

Non-conforming use is terminated upon a change in use other than as provided herein.

Non-conforming use is terminated upon destruction of a structure occupied by a non-conforming use unless it is permitted to be rebuilt as provided herein.

Other Districts

Enlargement. A non-conforming use may be enlarged within the boundary of the lot in which the non-conforming use has legally operated upon approval of a Conditional Use Permit (section 5.400).

Provided, however, a Conditional Use Permit shall not be required, and the enlargement may occur, upon submission and approval of a Site Plan if the enlargement involves only a one-time increase in the size of the building in which the same use is operated of not more than 25 percent.

Any enlargement or extension, whether requiring a Conditional Use Permit or not, shall be required to come into in compliance with all city ordinances, codes, or policies and development regulations which may apply to the property (examples without limitation: landscape, parking, curb cuts, setbacks), and the non-conforming use may be continued only for so long as the property remains in compliance with all applicable City Ordinances and Codes, including those prohibiting nuisances. All Existing non-conforming single family residential uses may be enlarged without the necessity of obtaining a Conditional Use Permit.

Conversions. A non-conforming use may be continued as the same classification, or may be changed to a use of a more restricted classification upon approval of a conditional use permit. If it is changed to a use in a more restricted classification or to a conforming use, it cannot be changed back to its original non-conforming use. For purpose of this paragraph, the phrase "same classification" means: uses permitted in the

same district; a "more restricted classification" means: use in a district having more restricted use (i.e., C-2 vs. C-1); and provided that:

The new use is similar to or less intensive than that of the old use in terms of noise generated, outdoor storage, customer activity and impact on other conforming uses in the area.

The new use complies with the parking requirements of this ordinance as applicable to newly established uses.

Termination. A nonconforming use is terminated under the following conditions:

Upon a change in use other than as provided herein.

Upon discontinuance, being defined as non-operative or non use for a period of at least 365 successive days. Discontinuance may be, but is not required to be, evidenced by termination of utility service, the failure to maintain regular hours of operation, the utilization of the premises for other purposes, abandonment or by any other reasonable means.

Upon destruction of a structure occupied by a nonconforming use except if it is permitted to be rebuilt as provided herein.

Replacement. If a structure occupied by a nonconforming use is destroyed by fire, the elements or other cause, it may not be rebuilt except to conform to the provisions of this Ordinance. In the case of partial destruction of a nonconforming use not exceeding 75 percent of its tax roll assessed value, reconstruction will be permitted but the size or function of the nonconforming use shall not be expanded.

Sec. 7.320. - Special Front Yard Regulations.

Where the frontage on one side of a street between two intersecting streets is divided by two or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.

Where a building line has been established by plat or ordinance and such line requires a greater or lesser front yard setback than is prescribed by this Ordinance for the district in which the building line is located, the required front yard shall comply with the building line so established by such ordinance or plat.

The front yard shall be measured from the property line to the front face of the building, vertical supports of the covered porch or covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard for a distance not to exceed four (4) feet and subsurface structures, fences, walls, platforms, or slabs may not project into the front yard to a height greater than forty-eight (48) inches above the average grade of the yard.

Front yard setback areas, in residential zoning districts, shall have a maximum impervious cover allowance of thirty-five (35) percent and be designed to standard residential designs.

Attached accessory buildings shall have a front yard not less than the main building. Detached accessory buildings shall be located in the area defined as the rear yard.

Where lots have double frontage, running through from one street to another, a required front yard shall be provided on both streets unless a building line for accessory buildings has been established along one frontage on the plat or by ordinance, in which event only one required front yard need be observed.

If twenty-five percent (25%) or more of the frontage on one side of a street between two intersecting streets in any residential district is improved with buildings, prior to the effective date of this ordinance, that have been observed an average front yard line varying from the standards herein established, then the average front yard existing in the block shall be observed, provided however, that this regulation shall not be interpreted as requiring a front yard line of more than twenty-five (25) feet.

Sec. 7.330. - Special Side Yard Regulations.

- A. Every part of a required side yard shall be open and unobstructed, except for the ordinary projections of window sills, air conditioning units, pool equipment, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed three (3) feet into the required side yard, and root caves projecting not to exceed thirty-six (36) inches into the required side yard.
- B. Swimming pools shall have side yard setbacks of ten (10) feet from the lot line to the water's edge.
- C. Hot tubs, spas, and fire pits shall have side yard setbacks of fifteen (15) feet.

 - 1. Fire pits shall also conform to the City of Fredericksburg Fire Protection Ordinance, as applicable, set forth in Chapter 17 of the Code of Ordinances.
- D. Accessory Structures shall adhere to the setbacks of the base zoning district.

Sec. 7.340. - Special Rear Yard Regulations.

- A. Every part of a required rear yard shall be open and unobstructed to the sky from a point thirty (30) inches above the general ground level of the graded lot, except for accessory buildings as permitted in Section 8.270, and the ordinary projections of window sills, [air conditioning units](#), [pool equipment](#), belt courses, cornices, and roof overhangs and other architectural features projecting not to exceed three (3) feet into the required rear yard.
- B. Swimming pools shall have rear yard setbacks of ten (10) feet from the lot line to the water's edge.
- C. Hot tubs, spas, and fire pits shall have rear yard setbacks of fifteen (15) feet.
 - 1. Fire pits shall also conform to the City of Fredericksburg Fire Protection Ordinance, as applicable, set forth in Chapter 17 of the Code of Ordinances.
- D. Accessory Structures shall adhere to the setbacks as permitted in Section 8.270.

Sec. 7.710. - Measurement.

Building coverage of a lot shall be deemed the total horizontal area of all buildings and roofed or covered spaces on the lot, expressed as a percent to total lot area. Eaves and roof overhangs extending not more than three (3) feet from the supporting walls or members of a building shall not be counted as building coverage.

Impervious coverage of a lot shall include the total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements or structures contributing to run-off greater than would occur on the site in its natural state. Pools, including but not limited to swimming pools, reflecting pools and fountains, are excluded from this calculation. [Decomposed or crushed granite gravel shall be considered as impervious cover when utilized for parking areas, or for paths from ADA parking spaces to the entrance of buildings or structures.](#)

Subsurface areas shall be excluded from building coverage and impervious coverage calculations.

The 100 year flood plain area of a lot shall not be included in the calculation of building coverage or impervious coverage.

Sec. 7.820. - Basic Regulations: Vehicle Parking/Loading & Unloading.

Off-street parking facilities shall be provided for any new building constructed for any new use established. Off-street parking facilities shall be provided for any addition or enlargement of an existing building or use, and for any change of occupancy or manner of operation that would result in additional parking spaces being required, provided that the additional parking shall be required only for such addition, enlargement, or change and not for the entire building or use.

Facilities being used for off-street parking on the effective date of the Zoning Ordinance shall not be reduced in capacity to less than the number of spaces prescribed, nor altered in design or function to less than the minimum standards prescribed in the Off-Street Parking and Loading Regulations.

For sites with more than one use and for adjacent sites served by a common parking facility, the parking requirement shall be the total number of spaces required for each site or use, except as adjusted pursuant to Section 7.850.

Parking facilities constructed or substantially reconstructed subsequent to the effective date of the Zoning Regulations, whether or not required, shall conform to the design Standards set forth in Section 7.860.

All required facilities shall be maintained for the duration of the use requiring such areas. Such facilities shall be used exclusively for the temporary parking of passenger automobiles, motor vehicles, or light trucks not exceeding one ton in capacity, and shall not be used for the sale, display, or storage of merchandise, or for the storage or repair of vehicles or equipment.

All required parking facilities shall be located on the same site as the use for which such facilities are required, except as authorized pursuant to Section 7.850.

No use shall be required to provide more spaces than prescribed by these regulations or prescribed by the Director of Planning and Building in accordance with these Zoning Regulations, or prescribed pursuant to a Conditional Use Permit or a Variance. Where parking spaces are provided in excess of such requirements, the spaces may be considered as meeting the requirement for another use pursuant to Section 7.850.

Head in parking which requires backing onto a public street, that is, parking which does not provide off-street space for turning a vehicle, is prohibited except in the R-2, R-3 and C-1 districts upon local streets only, provided that such parking does not exceed five (5) spaces and is located at least sixty (60) feet from any intersection of such local street and an arterial or collector street. Such parking shall be considered off-street parking.

Uses or changes in use requiring three (3) or less off-street parking spaces in the CBD Zoning District shall be exempt from providing off-street parking. In the case of expansions of use, the normal parking requirements hereof will apply to the entire property, and the parking spaces exempted under this Subsection I as well as any additionally required ones will be provided at the time of expansion.

Adequate loading and unloading facilities shall be provided onsite. Loading and unloading of commercial vehicles or customer vehicles on residential streets is prohibited.

Notwithstanding the provisions of Table 7.863, a minimum of five (5) parking spaces shall be provided for any single industrial use located individually on a site and served by a separate parking facility, and a minimum of ten (10) parking spaces shall be provided for any two or more industrial uses located on the same site and served by a common parking facility.

~~There shall be no off-street parking requirement for any use occupying a historic structure as defined and listed site in the *Fredericksburg Historic Resource Survey*. Expansions and enlargements shall be subject to all provisions of Section 7.800.~~

Based on site constraints, parking requirements may be reduced for medium and high rated structures designated as Historic Landmarks or located within the Historic District, with the consent of the Historic Review Board.

Sec. 7.825. - Special Provisions Applicable To Central Fredericksburg.

- A. Special parking requirements shall apply within designated portions of Central Fredericksburg in order to further enhance the unique historical character and discourage inharmonious parking facilities in such historical districts or on sites occupied by historic structures and to reduce intrusion on pedestrian-oriented street frontages by parking facility access.
- B. The Special parking requirements and provisions in this Section shall apply to all areas of blocks 15, 16, 21, 22, 27, 28, 33, 34, 42, 43, 47, 48, 52, 53, 57, 58, 67 and 68 of the Fredericksburg Addition, and which is further described as those blocks bordered by Austin Street, San Antonio Street, Elk Street and Bowie Street.
- C. Special Provisions.
 - 1. For those businesses which construct their own off-street, off-premises parking, the distance to the parking lot may be extended fifty percent (50%) in addition to the provisions in Section 7.850.
 - 2. When any existing building is: (1) converted to another use; or (2) has the usable floor area within the existing building perimeter enlarged, rehabilitated or remodeled, without enlarging said building perimeter, then said building conversion or improvement shall not require additional off-street parking, other than the number of existing off-street parking spaces which are utilized by said building.
 - 3. For new buildings or expanded building space, the following uses shall provide fifty percent (50%) of the off-street parking requirements of Table 7.863.
 - 4. The provisions as provided herein shall not apply for sites where a historic structure is removed and a new building built.
 - 5. The Special Parking Provisions shall not apply to properties utilized as ~~Bed and Breakfasts~~short-term rentals, hotels, motels, or other lodgings.

PARKING FACILITY STANDARDS
 DIAGRAM ILLUSTRATES FACILITY MEASUREMENTS AS REQUIRED BY TABLE 7.861

TABLE: 7.863
 OFF-STREET PARKING

All requirements based on gross square feet.

USE CLASSIFICATION	MINIMUM OFF-STREET PARKING REQUIREMENTS
Single Family Residential	2 spaces per dwelling unit <u>(plus 2 spaces per unit if insufficient Right-of way ["R.O.W."] exists to allow on-street parking)</u> . Tandem parking is allowed.
Short-term Rental, Unoccupied	<p><u>Parking spaces shall be provided at a ratio 1 space per bedroom</u></p> <p><u>On-street parking may be allowed and applied to the required off street parking requirements at 1 space per every 22' of lot frontage, not including driveway openings or street side yards or unlawful parking areas, provided sufficient R.O.W. and street width allow for on-street parking. In no case shall the number of required off-street parking spaces be reduced below two (2) spaces.</u></p> <p><u>Tandem parking is allowed.</u></p>
Short-term Rental, Accessory	<p><u>2 spaces for the primary structure, plus 1 space per each bedroom in the accessory structure providing transient or guest lodging accommodations for compensation.</u></p> <p><u>On-street parking may be allowed and applied to the required off street parking requirements at 1 space per every 22' of lot frontage, not including driveway openings or street side yards or unlawful parking areas, provided sufficient R.O.W. and street width allow for on-street parking. In no case shall the number of required off-street parking spaces be reduced below two (2) spaces. Tandem parking is allowed.</u></p>
Short-term Rental, B&B	<p><u>2 spaces for the primary structure, plus 1 space per each bedroom within the primary structure providing transient or guest lodging accommodations for compensation.</u></p> <p><u>On-street parking may be allowed and applied to the required off street parking requirements at 1 space per every 22' of lot frontage, not including driveway openings or street side yards or unlawful parking areas, provided sufficient R.O.W. and street width allow for on-street parking. In no case shall</u></p>

	the number of required off-street parking spaces be reduced below two (2) spaces. Tandem parking is allowed.
Patio Home Residential	<p>2 spaces per dwelling unit (plus 2 spaces per unit if insufficient R.O.W. exists to allow on-street parking)</p> <p>Tandem parking is allowed.</p>
Duplex Residential	2 spaces per dwelling unit (plus 2 spaces per unit if insufficient R.O.W. exists to allow on-street parking)
Townhouse Residential	<p>2 spaces per dwelling unit (plus 2 spaces per unit if insufficient R.O.W. exists to allow on-street parking).</p> <p>Tandem parking is allowed.</p>
Condominium Residential	1.2 spaces per dwelling-bedroom unit plus 1 space per unit for guest parking.
Short-term Rental, Condominium	<p>Parking spaces shall be provided at a ratio of 60% of the permitted occupancy.</p> <p>On-street parking may be allowed and applied to the required off street parking requirements at 1 space per every 22' of lot frontage, not including driveway openings or street side yards or unlawful parking areas, provided sufficient R.O.W. and street width allow for on-street parking.</p>
Multiple Family Residential and Group Residential	<p>Efficiency and One Bedroom: 1.5 spaces per dwelling unit</p> <p>One Bedroom: 1.5 spaces per dwelling unit Two-bedrooms: 2 spaces per dwelling unit or more</p> <p>Three-bedrooms: 2.5 spaces per dwelling unit</p> <p>Four or more bedrooms: 3 spaces per unit</p> <p>Guest parking shall be added at a ratio of ten (10) percent of the total required spaces for the development.</p>
Short-term Rental, Facility	<p>Parking spaces shall be provided at a ratio of 60% of the permitted occupancy.</p> <p>On-street parking may be allowed and applied to the required off street parking requirements at 1 space per every 22' of lot frontage, not including</p>

	driveway openings or street side yards or unlawful parking areas, provided sufficient R.O.W. and street width allow for on-street parking.
Manufactured Home Residential	2 spaces per Manufactured Home Space or lot. Tandem parking is allowed.
COMMERCIAL USE TYPES	
Administrative and Business Offices	1 space per 400 square feet
Agricultural Sales and Services	See Schedule A
Automotive Rentals	See Schedule A
Automotive Repair Services	2 spaces per mechanic or repair stall whichever is greater
Automotive Sales	See Schedule A
Automotive Washing	Queue Line space equivalent to 1 times the service capacity of the use
Building Maintenance Services	See Schedule A
Business Support Services	See Schedule A
Business or Trade School	1 space per 5 person capacity
Campground	1 space per camping unit
Cocktail Lounge	1 space per 3 persons capacity
Commercial Off-Street Parking Facility	No requirement

Communications Services	1 space per 500 square feet
Construction Sales and Services	See Schedule A
Consumer Convenience Services	See Schedule B
Consumer Repair Services	1 space per 400 square feet
Convenience Storage	1 space per 2000 square feet
Convenience Store/Self Serve Gasoline	1 space per 300 square feet and 1 space per gasoline pump
Dance Halls/Meeting Halls	1 per 40 square feet or 2 per 6 seats for patron use
Dance Halls (Liquor Sales)	1 per 4 patron seating
Drive through facility, as an ancillary use	May be adjusted through the Site Plan Review or Conditional Use procedure
Equipment Repair Services	See Schedule A
Equipment Sales	See Schedule A
Exterminating Services	1.5 spaces per 1000 square feet
Financial Services	1 space per 400 square feet
Food Sales	1 space per 300 square feet
Funeral Services	1 space per 4 person capacity

General Retail Services	1 per 400 square feet
Hotel/Motel	First 50 Rooms: 1.10 spaces per room Each additional room over 50 rooms: 1.0 space per room Other use activities within hotel/motel: 100% of Table 7.863 requirements
Indoor Entertainment	1 per 100 square feet or 1 space per 4 seats
Indoor Sports and Recreation	1 per 400 square feet
Kennels	1 space per 750 square feet of kennel space
Laundry Services	1 space per 200 square feet or 4 customer spaces and 1 space per employee, whichever is greater
Liquor Sales	1 space per 400 square feet
Medical Offices	1 space per 300 square feet of exam, testing, waiting rooms & offices
Outdoor Entertainment	See Schedule B
Outdoor Sports and Recreation	See Schedule B
Pawn Shop Services	1 space per 400 square feet
Personal Improvement	1 space per 300 square feet
Personal Services	1 space per 300 square feet
Pet Services	1 space per 400 square feet
Professional Offices	1 space per 400 square feet
Research Services	1 space per 400 square feet
Restaurant	1 space per 4 seats, plus cocktail lounge requirements

Restaurant, Drive-In/Fast Food	3 spaces per each 100 square feet within the customer service and dining area
Scrap and Salvage Services	See Schedule A
Service Station	1 space per 2 gas pumps plus 1 space per service person
Shopping Center	1 space per 200 square feet
Stables	See Schedule B
Vehicle Storage	No requirement
Veterinary Services	1 space per 500 square feet
INDUSTRIAL USE TYPES (See Section 7.820)	
Basic Industry	See Schedule A
Custom Manufacturing	See Schedule A
General Warehousing	See Schedule A
Light Manufacturing	See Schedule A
Limited Warehousing	See Schedule A
Resource Extraction	1 per employee based on the largest shift plus 25% to cover shift change
Stockyards	1 per employee based on the largest shift
CIVIC USE TYPES	
Administrative Services	1 space per 400 square feet

Aviation Facilities	See Schedule B
Cemetery	See Schedule B
Club or Lodge	1 space per 5 persons capacity
College and University Facilities	See Schedule B
Community Recreation	1 space per 5 persons capacity
Convalescent Services	1 space per 4 beds patient capacity, plus 1 space per 2 employees (Maximum shift)
Cultural Services	1 per 400 square feet
Day Care Services	1½ space per teacher, administrator, or day care provider
Detention Facilities	See Schedule B
Guidance Services	1 per 400 square feet
Hospital Services (General)	1 space per bed
Hospital Services (Limited)	1 space per 200 square feet of examination, treating, waiting rooms and offices
Local Utility Services	See Schedule B
Maintenance and Service Facilities	See Schedule A
Major Utility Facilities	See Schedule A
Military Installations	See Schedule B
Park and Recreation Services	See Schedule B

Postal Facilities	See Schedule B
Public and Private Primary Educational Facilities	2 spaces per classroom plus public assembly requirement for auditorium or assembly hall
Public and Private Secondary Educational Facilities	1½ off-street parking space per classroom and one space for each three students anticipated to be enrolled in the 11th and 12th grades
Public Assembly	1 space per 5 persons capacity
Railroad Facilities	See Schedule B
Religious Assembly (Church)	1 space per 4 seats in sanctuary
Safety Services	See Schedule B
Transportation Terminals	See Schedule B
AGRICULTURAL USE TYPES	
Horticulture	1 per 1000 square feet

Sec. 7.940. - Screening Requirements and Standards.

Other areas not covered by Subsection 7.920.e. of this Ordinance shall be subject to the requirements of this Section. Minimum landscape screening requirements shall be provided in the following situations:

Multiple Family, greater than four (4) units, and manufactured home use along property lines abutting a Single Family District.

Commercial Use along property lines abutting any Residential District.

Civic Use along property lines abutting a more restrictive district in which the use is not permitted.

Surrounding Multiple Family, greater than four (4) units, Commercial, Industrial or Civic trash storage areas or support services systems.

Manufactured Home Parks along property lines abutting a public street, right-of-way, or single family residential development.

[Short-term rental \(STR\) uses abutting single-family uses, and Short-term rental \(STR\) uses in or abutting R1 districts, in or abutting R1A districts, in or abutting R2 districts, and in or abutting R5 zoning districts. Screening requirements in the Historic District must be approved by the Historic Review Board. The Historic Review Board may waive the screening requirement.](#)

Screening shall be provided by installation and maintenance thereafter of a visual screen or buffer of one of the following types:

A solid wood and/or masonry fence or wall at least six (6) feet but not greater than eight (8) feet in height.

A hedge-like screen of evergreen plant material capable of attaining a minimum height of eight (8) feet at maturity, planted initially at a minimum of four (4) foot centers and with a minimum height of three and one-half (3½) feet.

Sec. 8.220. - Accessory Uses: Residential Use Types.

Residential use types include the following accessory uses, activities and structures on the same site or lot. Residential accessory activities and meetings shall not generate guest traffic to the site exceeding ten vehicles during any two days or 24-hour period per week or 30 vehicles during any one week.

Private garages and parking for the principal use.

Recreational activities and facilities for use by residents.

Religious study meetings.

Playhouses, patios, cabanas, porches, gazebos, swimming pools and incidental household storage buildings.

Radio and television receiving antennas and dish-type receivers of satellite signals.

Solar collectors.

One guest house ~~is allowed or rental unit, which rental unit need not be separate from the main dwelling~~, in the R-1 single family residential district on a lot containing 10,000 square feet or more of area, provided that the owner of the property ~~actually~~ lives on the property as ~~his or her~~ their primary residence. The guest house shall not exceed the size of the primary structure. All other development requirements (as an example: additional parking space requirements) shall apply.

Keeping of dogs and cats and similar small domestic animals as household pets.

Garage or yard sales - no more than three (3) in any one year and not exceeding three (3) consecutive days.

Home Occupations in compliance with Section 8.300.

~~Bed and Breakfast. Tourist lodging services within rooms of the property owner's principal residence or one (1) separate guest house, per Section 8.200 as provided herein, within a single property served by a single water and electrical meter and subject to the limitations of home occupations. Section 8.300.~~

~~EXCEPTION: In a single family residential district the primary residence may be used as a Bed and Breakfast without it being the property owner's principal residence but limited to one (1) single Bed and Breakfast rental, dwelling unit per property. A Bed and Breakfast use may be evidenced by association with a Bed and Breakfast Accommodation and Reservation Service. To qualify as a Bed and Breakfast the owner must provide proof of the collection and payment of State and local Hotel/Motel Occupancy Tax to the city upon request.~~

Registered Family Homes.

Other necessary and customary uses determined by the Director of Planning and Building to be appropriate, incidental and subordinate to a principal use.



CITY COUNCIL MEMO

DATE: March 14, 2022

TO: Mayor and City Council

FROM: Eric Whiting, IT Director

SUBJECT: City Broadband Project Award of Master Service Agreement

Summary:

A request for qualifications (RFQ) was advertised for the design, construction, and maintenance of Broadband infrastructure in the City Fredericksburg City Limits. The City received four responses to the RFQ. Each RFQ was reviewed and ranked by a selection committee consisting of members of the City's Broadband Committee. The highest ranked firm was identified and invited to interview with the Broadband Committee. A consortium of the following companies was selected by the committee for recommendation to City Council for design, build and maintenance. Plummer, JC Communications, GDT, Commscope and HCTC submitted contracts for their services to be considered by Council. This contract will be 1 or 3 phases that will make up the process for the broadband project. Phase one will be the design and engineering, Phase two will be the construction of the infrastructure, and Phase three will be the maintenance and continued support of the project. The Council will need to address and agree to all three phases. All three of these phases are encompassed under this Master Service Agreement for a budgeted amount of \$1.3 million.

Recommendation:

Staff recommends Council award of the Master Service Agreement for phase 1, project engineering and design.

Background / Analysis:

One year ago, the council requested the City research broadband options to increase the capability and reliability of broadband in our community. In February of 2021 the EDC and Chamber formed a Broadband

Committee and asked the City to join in on the conversations. After four months of collecting data, the Committee identified the following issues:

The City of Fredericksburg

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

- Poor internet connectivity
- Lack of internet connectivity
- Future growth of services from local businesses and cooperate business internet service providers -Local business needs
- Future economic growth from a technology standpoint.

The main reason there has not been a private/public entity attempting to build out broadband infrastructure is the overcrowded City-owned electric poles. The allowed communication area on the poles is full of 30 plus year old cabling owned primarily by telephone companies. Because the City owns the poles, there is an area above the communication area that only the City has access to which can be used to install new fiber. The Broadband Committee has looked at ways to address this issue. Key players were involved to develop a realistic plan to increase the broadband footprint with fiber in the City of Fredericksburg. All the major issues were taken into consideration to develop a 25 plus mile infrastructure plan that would overlay a large portion of the City and be installed in the neutral area of the City's electric poles. The network would be over-built to allow the additional unused fiber to be on the open market for lease.

Attachments:

Multi Service Contract provided by Plummer, JC Communications.



Department Approval



City Manager Approval



February 25, 2022

Re: Proposal for engineering and permitting services for the City of Fredericksburg Fiber Optic network in Fredericksburg, Texas.

Dear Mr. Whiting,

The Consortium of JC Communications, Plummer, CommScope, GDT, and HCTC is pleased to submit this proposal for providing design, drafting and permitting services for a City of Fredericksburg Fiber Optic network as illustrated in exhibit #1 utilizing JC Communications' MiCTA contract MSA#163AR-FBOS2019-0822

Scope of Work:

This project will include the following tasks as described below:

- High Level Route Design (HLD) of route and poles for up to 90,000 linear feet of fiber optic line as illustrated in exhibit #1.
- KMZ map of proposed route with the following:
 - Aerial and underground sections.
 - Buildings to be served.

The following listing of zones that will be included in the HDD design:

Zone	Footage
1	~16,000'
2	~10,500'
3	~25,000'
4	~5,600'
5	~16,000'
6	~8,100'
7	~2,800'
8	~5,300'

- Fielding
 - The route will be driven after the HLD is prepared and corrections made.
 - Any out of the ordinary items will be identified and noted for consideration during the design phase.



- Engineering Design
- Designs will be made from aerial imagery and GIS data.
- Plan view engineering drawings for the aerial and underground facilities.
- Profile view engineering drawings as required for trenching/boring.
- Typical drawings showing the facility entry and termination points.
- Typical pole attachment drawings for city owned electric utility poles.
- Splicing document matrix based upon city's documented requirements. If no requirement exists, Plummer will use its standard document based upon past projects. Scope of fiber placement and splice locations will include a splice loop for future access at the beginning and end of a run, every 1500', at every major street intersection and at every building listed by the City as needing access now.
- Project Bill of Materials (BOM)
- Right of Way Permitting
- City/State/County as required with associated traffic control plans.
- Railroad Crossings
- Pole Attachment Permitting
- Prepare and submit pole attachment application to Central Texas Electric Cooperative (CTEC). Plummer assumes CFBG has a formal agreement with CTEC in place.
- As-Built drawings in AutoCAD and PDF formats

Any items not included in the above scope may require additional engineering fees.

Assumptions and Exclusions:

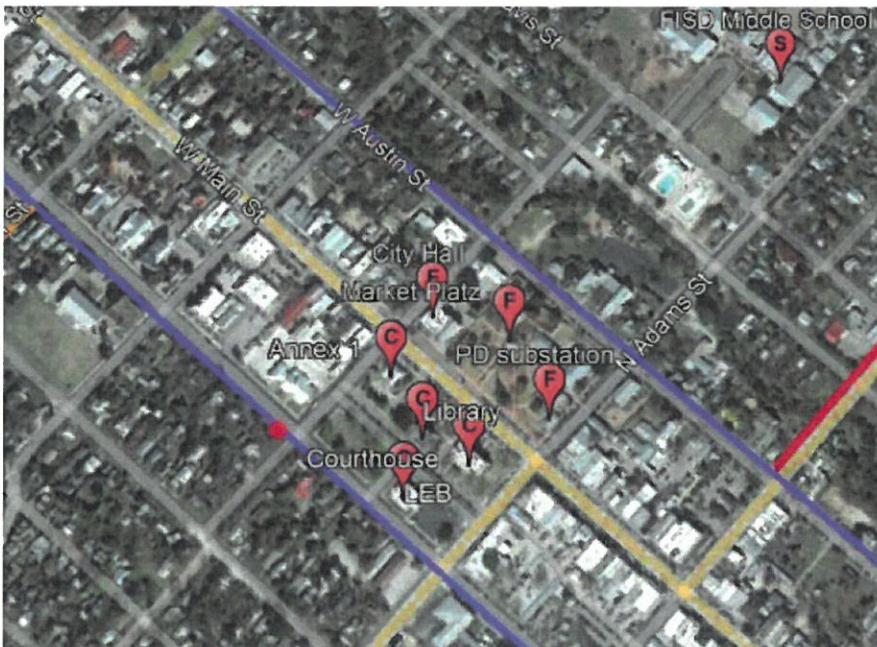
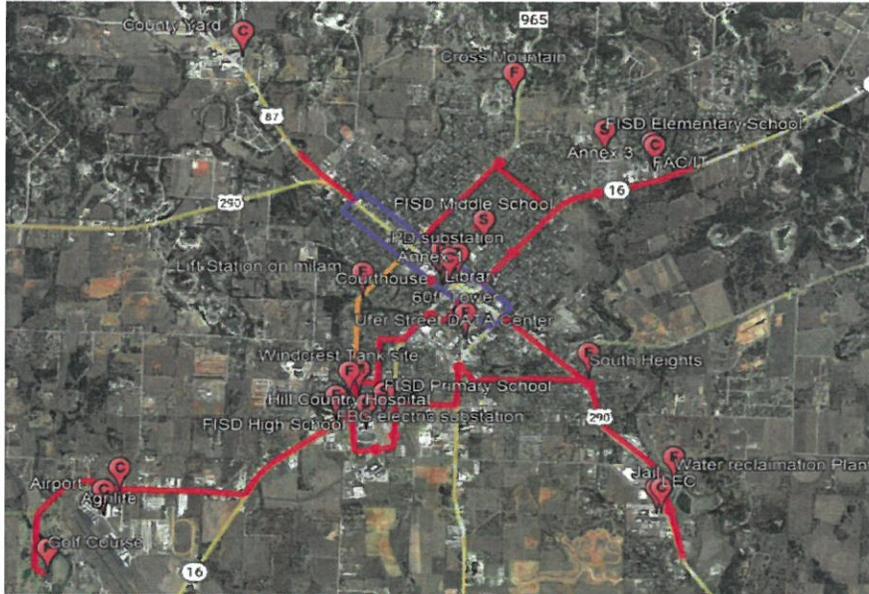
- 1) Future colocation connections to the proposed network will not be a part of this scope. It is understood that those connections will be made at splice loops provided and will be covered by separate contracts.
- 2) No permit fees are included as the city will be responsible for all fees.
- 3) Price excludes Pole Loading Analysis (PLA) as it is assumed they are not required by the City of Fredericksburg. If other pole owners require PLA's then additional engineering fees will be required.
- 4) Any specialty permits will require additional engineering fees.



COMMSCOPE®
now meets next



Exhibit #1





Basis of Compensation:

The above scope of services associated with this project can be provided for the lump sum amount of **One Hundred Eighty Thousand Nine Hundred Sixty Dollars and 55 Cents (\$180,960.55).**

MiCTA MSA FBOS 2019 contract #: 163AR-FBOS2019-0822

City of Fredericksburg Member ID: MTG-78624-02

If you have any questions regarding the above scope or compensation, please feel free to let us know. If this proposal is acceptable to you, please respond accordingly with a purchase order and a written notice

to proceed. We look forward to working with you on this project.

Sincerely,

The Consortium: JC Communications, Plummer, CommScope, GDT, and HCTC

Doug Wilson

Doug Wilson

Safety/Business Development Manager

Eric Whiting

From: Eric Whiting
Sent: Wednesday, March 2, 2022 8:27 AM
To: Garret Bonn
Subject: Fwd: City of Fredericksburg Fiber Optic Infrastructure Project

Description:	Costs:
Engineering, Permitting and Construction/As-built drawings	\$ 157,375.00
JC Communications Route Fielding	\$ 18,864.00
Micta Administrative fees	\$ 4,721.55
Total:	\$ 180,960.55

Thank you,



PLUMMER

Michael Mitchell

Business Development Manager - Network Solutions

6300 La Calma Drive, Suite 400
Austin, Texas 78752



Master Service Agreement

4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

MASTER SERVICE AGREEMENT APPROVED VENDOR AWARD CONTRACT NUMBER: 163AR-FBOS2019-0822

This Master Service Agreement (“Agreement”) is made by and between JC Communications, (“Seller”) with principal offices located at 13425 Wire Rd, Leander, TX 78641, and MiCTA with principal offices located at 4805 Towne Centre, Suite 100, Saginaw, Michigan 48604.

WHEREAS, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities;

WHEREAS, this agreement is for the benefit of all MiCTA members, entities eligible to become MiCTA members and which do so, and all educational and governmental units which are members (collectively “Members”);

WHEREAS, Seller wishes to provide to Members products and/or services as proposed in Seller’s response to RFP # MT-FBOS 2019;

WHEREAS, MiCTA desires to promote Seller’s products and/or services to Members as an independent authorized agent of Seller pursuant to the terms and conditions set forth herein;

WHEREAS, Seller is awarded Approved status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for MT-FBOS 2019, been judged by MiCTA to be a good **value** for Seller’s service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as identified during the RFP evaluation process;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. MASTER SERVICE AGREEMENT:

1.1. Seller agrees to offer to Members meeting credit criteria, products and services as set forth in the Seller’s response to MT-FBOS 2019, attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller’s offer to provide to Members the products and services, as set forth in Seller’s response to the MT-FBOS 2019 set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms and conditions of the Member Participation Agreement, Attachment C, which each MiCTA Member must sign with Seller.

2. MASTER SERVICE AGREEMENT TERM:

2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2) years. MiCTA reserves the option to extend this Agreement for up to three (3) additional one-year terms, **subject to the 12-month Proof of Performance, which is described in detail in Attachment D.**

2.2. MiCTA reserves the right to extend the term of this Agreement for up to three (3) additional one-year terms providing the products, service and pricing meet or exceed MiCTA's standards, and Seller has met and continues to meet all the terms and conditions of this Agreement, specifically including without limitation the reporting and administrative fee requirement incorporated in this Agreement from Attachment D.

3. EXCLUSIVE AGREEMENT:

3.1. Seller agrees that this Agreement is for the sole use of all Members. Seller shall not disclose the terms, negotiated pricing and/or benefits provided to Members pursuant to this Agreement to any non-Member.

3.2. Seller agrees that this Agreement supersedes all existing Master Service Agreements containing products and/or services within the scope of MT-FBOS 2019. Nonetheless, any Member Participation Agreements still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their terms until their expiration. Any new Member Participation Agreements would then be under the terms of this Agreement.

4. HIGHLY COMPETITIVE PRICING:

Seller hereby agrees to provide all Members with Highly Competitive Pricing throughout the term of this agreement. "Highly Competitive Pricing" means that Seller will offer all Members its most competitive pricing option that it has made available to similarly situated institutions and/or organizations in comparable markets. This provision extends to all products and services provided by Seller under this Agreement.

5. CREDIT CRITERIA

Seller is not obligated to provide service to a Member that does not satisfy Seller's credit criteria.

6. APPOINTMENT OF SALES REPRESENTATIVE:

MiCTA is hereby appointed an independent sales representative with limited authority to solicit, on behalf of Seller, Members as customers for Seller's products and/or service, subject to the terms of this Agreement.

7. ACCEPTANCE OF INDEPENDENT SALES REPRESENTATIVE APPOINTMENT:

MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Members as customers for Seller's products and/or services, subject to the terms and conditions of this Agreement.

8. RELATIONSHIP OF PARTIES:

8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies and procedures of Seller other than as specifically authorized by this Agreement.

8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership,

employee relationship or franchise between them, and that MiCTA is an independent contractor with respect to the services provided under this Agreement.

8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services covered by this Agreement, and shall otherwise identify itself as an independent entity.

8.4. This Agreement is not intended to and does not create any third-party beneficiaries, other than MiCTA members, to the rights and obligations as set forth herein, nor shall any third-party beneficiaries be interred by operation or otherwise.

9. CONTRACT DOCUMENTS:

The documents that comprise this Agreement are this Agreement and any attachments or addenda, the MT-FBOS 2019, the Seller's response to such RFP and any attachments or addenda. Each Member that purchases service from Seller shall also have a Member Participation Agreement with Seller.

10. RESOLVING CONFLICTING LANGUAGE:

In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP and any attachments or addenda, and third, the MT-FBOS 2019 and any attachment or addenda. Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.

11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:

Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Members regardless of their physical location. In addition, the Account Representative is the responsible contact for reporting to MiCTA on a periodic basis, MiCTA total gross sales revenue, as provided in Attachment D.

Additionally:

11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.

11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Representative, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant or within a reasonable time thereafter.

11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if reasonably requested to do so by MiCTA.

12. MARKETING AND SALES AIDS:

12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing plan provided by the Seller.

12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or services.

12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.

12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.

13. LOGO AND NAMES:

The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products and/or services covered by this Agreement with the written permission of the other party.

14. FORCE MAJEURE:

Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either Party from canceling or terminating the Contract, or any order for any product or service included herein, as otherwise permitted hereunder, regardless of any Force Majeure.

15. LIVING DOCUMENT:

The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add products and services to Attachment A of this Agreement as mutually agreed in writing from time to time. Seller and MICTA will confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the possible addition of new Seller product/service offerings to this Agreement. Should MICTA and Seller reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this Agreement by written amendment.

16. MICTA PRICING AND PRICE ADJUSTMENTS:

16.1 Seller hereby authorizes the price structure, as designated in seller's response to MT-FBOS 2019, and as attached as Attachments A & B, to be offered to all Members.

16.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the country.

17. PRICING REVIEW DATES:

Seller's approved vendor status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for products/services will be released to Members no later than one (1) week after contract execution. MiCTA reserves the right to review and renegotiate the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.

18. INVOICE TERMS:

Seller will provide monthly invoices directly to Members for products and services provided under this Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and services being provided.

Seller agrees to provide Members Net 30-Days invoice terms, unless otherwise agreed with the Member.

19. MEMBER'S EXISTING PARTICIPATION AGREEMENTS:

Members who have existing unexpired Member Participation Agreements for the same or similar products and services will be entitled to (1) continue under the existing Member Participation Agreement, or (2) immediately renew with Seller under the terms of this Agreement, or (3) Member and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement.

20. CODES, PERMITS, FEES, LICENSES:

Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of Telecommunications Equipment and Services as released by the Federal Communications Commission, September 9, 1999, effective March 1, 2000, when applicable. Seller shall also be responsible for those fees for codes, permits and licenses related to the products and services identified under this Agreement.

21. ORDINANCES AND REGULATIONS:

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

22. COMPLIANCE WITH LAW:

Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required for its performance under this Agreement.

23. GOVERNING LAW:

The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction, performance and enforcement thereof. Any Member Participation Agreement entered into by Seller and individual Members will be governed by and construed in accordance with the laws of the state in which service is provided to a Member.

24. NO WAIVER:

No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

25. **SEVERABILITY:**

No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.

26. **BINDING EFFECT AND ASSIGNMENT:**

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. Neither Party may not assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent of the other Party. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent to a wholly owned subsidiary so long as the services provided to Members are unaffected.

27. **CANCELLATION/TERMINATION:**

27.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has been cured within thirty (30) days after delivery of such notice. See also Attachment D – Proof of Performance during first twelve (12) months of this Agreement except for payment for work, materials, or services already performed or provided, and for materials that were specially ordered for Member.

27.2 Members shall be responsible for all sums due and owed the seller for products or services provided under this Agreement.

28. **SURVIVORSHIP OF PROVISIONS:**

All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment, and (iii) MiCTA Commission and Audit Functions, as defined in this Agreement.

29. **NOTICES:**

29.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and properly given on the earlier of:

29.1.1 Date such notice has been received; or

29.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to Seller at:

JC Communications
13425 Wire Rd
Leander, TX 78641

or at such addresses as seller may designate, in writing, from time to time, or, to MiCTA addressed as follows:

MiCTA
Tim von Hoff, CEO
4805 Towne Centre
Suite 100
Saginaw, Michigan 48604

or at such address as MiCTA may designate, in writing, from time to time.

30. **HEADINGS:**

The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

31. **IMPLEMENTATION DATES:**

Seller's Approved status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations as soon as practicable after the Effective Date of this Agreement

32. **ENTIRE AGREEMENT:**

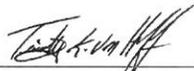
This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

33. **CONTRACT EXECUTION:**

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR: **MICTA**

FOR: **JC Communications**



Timothy von Hoff
CEO
Date: 08/30/2019



Heather Chamberlain
Authorized Signature
Date: 08/30/2019

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING

AS SUBMITTED IN YOUR PROPOSAL, THIS SECTION WILL BE POSTED ON YOUR MICTA WEB PAGES.

JC Communications has responded to the Technical Requirements of the MT-FBOS 2019 RFP as instructed. JC Communications has bid on the following services, as referenced in the response.

- Section 6 – Wide Area Fiber Build-Out Services
- Section 8 – Structured Cabling



**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT B – SELLERS MICTA PROGRAM PRICING

**AS SUBMITTED IN YOUR PROPOSAL, THIS SECTION WILL BE POSTED ON YOUR
MICTA WEB PAGES.**

MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822

Appendix C – Sample Member Participation Agreement:

Members, purchasing products and services made available under the Master Service Agreement, must enter into an individual Member Participation Agreement. The Participation Agreement is the written agreement between Seller and Member to provide products, services, and/or support at the prices offered and awarded under MT-FBOS 2019 and the Master Service Agreement. The Member Participation Agreement will further define additional purchasing terms and conditions required by a Member's organization. These Participation Agreements may include any or all of the following terms and conditions as well as any additional terms and conditions required by the Member's state or institutional purchasing requirements.

C.1 Appropriated Funding:

Members purchasing products, services, and/or support awarded under MT-FBOS 2019 may be subject to yearly appropriated funding. Therefore, Member reserves the right to cancel multi-term agreements whenever funds are not appropriated, or otherwise made available to support continuation or performance in any fiscal year succeeding the first. Member recognizes that this does not affect either the Member's rights or the Seller's rights under any termination clause in the Agreement.

C.2 Member Project Schedule:

Members and Seller will negotiate a schedule for providing required integration services, product delivery, product testing, system acceptance, payment requirements, etc. prior to Member placing an order and Seller's acceptance of the order. The agreed upon schedules will be made in writing, and become attached to and made part of the final Member Participation Agreement.

C.3 Member Governing Laws:

Member Participation Agreements shall be governed by and construed in accordance with the laws of the state in which the Member organization resides, excluding any conflict of law provisions. Any litigation with respect thereto shall be brought in the courts of the Member's state. Seller providing products, services and support under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

C.4 Financial Stability:

Seller will acknowledge that MiCTA Members rely on Seller's financial statements, including those filed with the Securities and Exchange Commission, as a measure of Seller's financial strength and ability as an on-going business concern to fulfill its obligations under any resulting Agreement. By filing SEC Certification Reports or making other representations of its own financial stability, Seller affirms that, to the best of its knowledge in all material respects, it has accurately reported its financial affairs. If it is determined that Seller has failed to 1) conduct its financial reporting activities in compliance with generally accepted accounting principles or 2) comply with applicable Federal security laws and regulations, and there is a material deterioration of Seller's financial viability as an on-going business concern, Member's Participation Agreements may be terminated, or the obligations thereunder reduced or eliminated.

In the event that there is a material change in the financial condition of the Seller, including without limitation, a default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded, bond rating classified as “junk” bond status or lower, assignment of receivables, or a voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of any kind, the Term of any Member Participation Agreement shall revert automatically to month-to-month for all purposes under the Agreement. Any Member commitments shall be automatically considered to have been satisfied for the Agreement and rates, and discounts shall continue as they are at the time of the events except for payment of work, materials, or services already preformed or provided, and for materials that were specifically ordered for Member.

C.5 Copyright Requirements:

Seller represents and warrants that it is the lawful owner or licensee of any products/services licensed or sold to Members, developed by either the Seller or Manufacturer, has all rights necessary to provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services made available under the Master Service Agreement and Member Participation Agreement.

C.6 Indemnification:

Subject to the other limitations set forth in this agreement, Seller shall indemnify, defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and expenses, incurred in connection with any action or proceeding brought against the Member, to the extent that such losses, liabilities, damages, costs and expenses are due to the negligence of Seller, and provided that the Member used the products and services as intended by Seller and any product manufacturer.

C.7 Alternate Product Sourcing:

Member and Seller shall work in good faith to secure products, services and/or support from other MiCTA contract holders whenever it is in the best interest of the Member. Member will be responsible for notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation services, must:

C.7.1 Indicate any potential effects the change may create in the overall project.

C.7.2 Be willing to integrate these products and services into the Member’s project at a cost to be negotiated between Member and Seller at a cost to be negotiated between the Member and Seller

C.8 Liquidated Damages:

Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to Seller’s products or services failing to perform as specified in the Master Service Agreement and Member Participation Agreement. Seller will be responsible for:

C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for significant downtime experienced during the term of the Agreement.

C.8.2 Member shall have the right to liquidate such damages by taking a bill credit.

C.9 Insurance Requirements:

Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all activities performed on Member’s site in connection with the products and services covered by the agreements. Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance evidencing coverage, and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during

the term of Member's Participation Agreement. Coverage should minimally include the following:

C.9.1 Workers Compensation Insurance

C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage

C.9.3 Services/ Products / Completed Operations Aggregate

C.9.4 Vehicle Insurance for vehicles and other motorized or specialized equipment used in the performance of this agreement.

C.10 Workmanship Warranty:

Seller is required to provide for a workmanship warranty of not less than one-year from the date of the Member's final system acceptance. The final system acceptance will be determined by a "sign-off" as negotiated by the Member in the Member Project Schedule. Seller will be responsible for all costs for labor, field service, and pick-up and delivery related to repairs or corrections during the warranty period. Warranty will be provided to Members at no additional cost.

C.11 Member Invoice:

Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown of all products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days invoice terms.

C.12 Freight Terms:

Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide Freight Terms as defined below.

C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination:- Member's Receiving Dock, ground transportation, within the Continental U.S.A, at no additional cost to the Member.

C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping costs be invoiced "Prepay and Add", prior to accepting a Member's Participation Agreement.

C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside the Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.

C.13 Hardware/Software Compatibility:

Seller and/or its subcontractors providing hardware or software products to Members agree to address hardware / software compatibility issues with both the Member that minimally include the following:

C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member compatibility and/or interoperability issues between project hardware, peripheral equipment or software provided by the Seller.

C.13.2 Seller shall provide networking equipment configurations that meet or exceed all applicable industry standards, and are interoperable with all other Member system components.

C.13.3 Seller is responsible for providing an evaluation/analysis or survey of Member's existing systems (including any required software) prior to ordering and installing equipment, and make Member aware of any/all known interoperability and compatibility issues that must be addressed.

C.13.4 Seller agrees to notify the Member entering into a participation agreement of any additional electronic premise equipment that is required to interface to the hardware or software being provided.

C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a result of any additions or modifications to the products and/or services not performed by the Seller, or resulting from the Member's use of the products and/or services in conjunction with the Member's other software and/or systems which have not been reviewed and approved by the Seller prior to order and installation.

C.14 Termination Right:

Seller agrees to initiate a project with a MiCTA Member within seven (7) business days from receipt of the Member Participation Agreement by Seller. Seller agrees that Members shall have the right to terminate the Participation Agreement with cause at any time.

C.15 Title and Risk Allocation:

Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation Agreement, for any products or services that require licensure for use.

C.16 Seller Hardware/Software Warranty:

Seller and/or its subcontractors, providing hardware/software to Members, agrees to provide a Seller's Hardware/Software Warranty that minimally includes the following:

C.16.1 Seller assumes responsibility for issues and/or concerns arising in setup, installation, and general system testing when a subcontractor is utilized to complete this process.

C.16.2 Seller warrants the infrastructure operation and capacity based on the system specifications and design.

C.16.3 Seller's warranty will commence upon the Effective Date of each Participation Agreement, and will be provided at no additional cost to the Member, other than those costs as agreed.

C.16.4 Seller warrants that all products and services provided under this Agreement to Members conform to all RFP requirements and all representations contained in the Seller's RFP response, presentation, and/or and technical demonstration.

C.16.5 Seller guarantees that the use of non-certified installation and/or service technicians will not void any manufacturer's product warranty. If the use of non-certified installers will void a manufacturer's warranty, Seller agrees to use only certified installers for the product installation.

C.16.6 Seller agrees that all warranty service provided under this Agreement to Members shall be performed by manufacturer trained, certified, and authorized technicians.

C.16.7 Seller agrees to act as the sole point of contact for warranty service for warranted equipment provided for use with this project.

C.16.8 Seller warrants it will pass through to Members any and all warranties obtained or available from the original equipment manufacturer (OEM) only, including any replacement, upgrades, or additional equipment warranties.

C.16.9 Seller agrees that any shipment received damaged or “dead on arrival” (DOA) will be immediately replaced with new equipment via priority shipping by the Seller.

C.16.10 Seller agrees that damaged or DOA shipments will be issued an RMA and freight Call Tag, and returned either at the Seller’s or manufacturer’s expense.

C.17 Compliance With Law:

Seller and its subcontractors shall, at their own expense, operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required by the states in which they conduct business.

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 163AR-FBOS2019-0822**

ATTACHMENT D – ADMINISTRATIVE FEES DUE MICTA

D.1 Administrative Fee/Restrictions:

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA an administrative fee of not less than 3% of the Eligible Net Revenue (as defined below) generated from any MiCTA account. For purposes of this Agreement:

- D.1.1. *MiCTA Account* shall mean a Member that purchases Seller's products or services under this Agreement and the Member Participation Agreement with Seller.
- D.1.2. *Eligible Net Revenue* means all revenue received from MiCTA Members, but shall not include: (i) any revenues received by Seller for goods and services that are not within the scope of MT-FBOS 2019; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by Seller's tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by Seller.
- D.1.3. The only administrative fees, fees or compensation due MiCTA under this Agreement shall be those administrative fees payable on all MiCTA Accounts pursuant to Member Participation Agreements for products and services within the scope of MT-FBOS 2019.
- D.1.4. Administrative fees are to be paid monthly beginning sixty (60) days after the billing date starting with the first full month's billing by Seller of a Member, and administrative fee payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, Seller is only required to pay administrative fees on the actual "Eligible Net Revenues" received from a Member. Notwithstanding the above, in the event that administrative fees due MICTA total less than \$50.00 for any given payment period, Seller shall have the right to withhold payment of such administrative fees until the total reaches \$50.00, and then Seller shall pay to MiCTA such aggregated administrative fees in the next payment period.
- D.1.6. Seller shall be responsible for payment of all pending MiCTA administrative fees due from sales revenues generated by this Agreement up through the actual date of termination.
- D.1.7. MiCTA does not guarantee a minimum sales volume or estimated sales volume for this Agreement.
- D.1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of administrative fee payments hereunder.

D.2. REQUIRED SALES/ADMINISTRATIVE FEE REPORTS:

Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members. The report must minimally, for each Member taking service, include the customer name, contact name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date. A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-end close. **Reports are due even if no sales are made during the period, so that the Seller certifies that no sales were made to MiCTA Members.**

Reports should be sent to:

MiCTA
Josie Enriquez
Josie.Enriquez@mictatech.org
4805 Towne Centre
Suite 100
Saginaw, MI 48604

Sales/Administrative Fee Reporting Process:

- D.2.1. Reports must include a list of **all** purchases by MiCTA Members from the Seller.
- D.2.2. Seller will be required to submit an Annual Report of all MiCTA Member purchases within 30-days of the Seller's fiscal year close.
- D.2.3. Any failure to file reports of Member sales, or no sales as the case may be, is a breach of this Agreement.
- D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.
- D.2.5. Seller agrees to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.
- D.2.6. Seller agrees to pay all administrative fees due on all unreported Eligible Net Revenue with MiCTA Accounts revealed during an audit, plus 20% of such unpaid fees as a penalty.
- D.2.7. MiCTA will repay any over-paid administrative fees disclosed during an audit and such repayment may be an offset against future administrative fees.

D.3 Proof of Performance – First Twelve (12) Months

D.3.1 Notwithstanding any other provision of this Master Service Agreement, Seller agrees that during the first twelve (12) months of this agreement Seller will demonstrate significant efforts to make sales to MiCTA Members, implement a plan to market Seller's products or services to the MiCTA Members, promptly file the required sales reports pursuant to D.2, even if no sales were made during the period, and pay all commissions due pursuant to D.1. If no sales are made within 12 months from the date of signing the MSA, MiCTA has the right to and will terminate the MSA, unless the vendor can demonstrate to MiCTA's satisfaction that significant efforts have been made to market the vendor's MiCTA approved products and services to MiCTA members.



Amendment No.1 to the Telecommunications Master Agreement

WHEREAS **JC Communications** and **MiCTA** desire to modify the terms of Contract No. **163AR-FBOS2019-0822** – Telecommunications Master Agreement, attached hereto as Exhibit A with an Effective Date of August 30, 2019 (the “Agreement”), as modified by the terms and conditions of this Amendment No. 1 (“Amendment”);

NOW, THEREFORE, **JC Communications** and **MiCTA** agree to modify the Agreement as follows:

1. Conflicts, Use of Terms, Headings. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control. Where applicable, the defined terms in the Agreement shall have the same meaning in this Amendment.

2. Modification of the Terms and Conditions of the Agreement.

The Parties hereby agree to: As JC Communications has Structured Cabling, Services and Components in their response to MiCTA's 2019 FBOS RFP, JC Communications would like to list specific components in their Master Service Agreement as specified in the item description and pricing attached effective November 26, 2019 and as agreed on by the Parties.

3. No Other Modifications. Except as provided above, the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on this 26th day of November, 2019.

1. Attachment A – Product Line and Pricing

The agreement shall be amended to reflect an amended product line per the products provided in the said agreement Contract No. **163AR-FBOS2019-0822** Telecommunications Master Agreement Master Agreement per the product line and pricing as detailed in the attached spreadsheet.

MiCTA

JC Communications

Timothy von Hoff, CEO

Date 12/6/19

Heather Chamberlain, Owner President

Date 11/26/19



CITY COUNCIL MEMO

DATE: March 14, 2022

TO: Mayor and City Council

FROM: Eric Whiting, IT Director

SUBJECT: Inter-local Agreement between Boerne and Kerrville IT departments

Summary:

Inter-local agreement with Boerne and Kerrville IT departments for emergency responses to cyber attacks equipment usage and general assistance etc....

Recommendation:

Presented today is interlocal agreement with City of Boerne IT department and City of Kerrville IT department. Staff recommends to agree to a joint agreement with all three cities for IT needs and assistance.

Background / Analysis:

Over the past several years, cities have come up against cyber attacks and lack of equipment and resource availability. The agreement will help the agreeing cities more options to contend and address these concerns. We have had a great working relationship with the Boerne and Kerrville and communicate on a regular basis. This would greatly help the IT departments to have a open agreement for assistance in cyber attacks and or if emergency IT equipment could be exchanged.

Attachments:

The City of Fredericksburg

Interlocal Agreement.


Department Approval


City Manager Approval

The City of Fredericksburg

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

Agenda Packet Page 180

**INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID FOR
INFORMATION TECHNOLOGY SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is by, between, and among the City of Boerne, Texas (the “Host City”) and the undersigned Participating Local Governments of the State of Texas (each a “Participating Entity”), acting by and through their respective authorized representatives (referred to individually as a “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, each Participating Entity may experience a cyber incident, natural disaster, or other emergency capable of degrading or disrupting information technology services (“IT Services”) beyond the capabilities of the Participating Entity; and

WHEREAS, each Participating Entity acknowledges the importance of prompt restoration of IT Services to allow local governments to function and operate; and

WHEREAS, each Participating Entity has agreed to adopt a formal or informal cyber response plan in the event of a significant cyber incident; and

WHEREAS, each Participating Entity has agreed to adopt a formal or informal response plan in the event of a natural disaster or other emergency; and

WHEREAS, a Participating Entity requesting IT Services (hereinafter referred to as a “Requesting Entity”) receives benefit from a responding Participating Entity (hereinafter referred to as a “Responding Entity”) through the provision of supplemental IT Services personnel or computer hardware for the period of support; and

WHEREAS, the Responding Entity receives the benefit of its IT Services personnel gaining knowledge through the experience of aiding in the restoration of IT Services during a crisis; and

WHEREAS, the Parties desire to enter a mutual aid agreement to offer time and expertise of IT Services personnel to assist in the detection, response and short-term remediation of the cyber incident or assist in the repair and restoration of IT Services due to a natural disaster or other emergency.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Host Entity” shall mean the City of Boerne, Texas.

“IT Incident” shall mean an event or set of circumstances resulting from a cyber incident, natural disaster, pandemic, or other emergency (including state or local declared state of disaster pursuant Chapter 418 Texas Government Code) whether natural or manmade, which is capable of degrading or disrupting information technology services beyond the capabilities of the Requesting Entity.

“Mutual Aid” shall mean, but is not limited to, such IT Service resources as facilities, equipment, services, supplies, and personnel.

“Participating Entity” shall mean a participating local government that executes this Agreement.

“Requesting Entity” shall mean the Participating Entity that requests Mutual Aid under this Agreement as result of an IT Incident under the terms of this Agreement.

“Responding Entity” shall mean the Participating Entity providing Mutual Aid to a Requesting Entity in response to a request from a Requesting Entity under this Agreement as a result of an IT Incident.

ARTICLE II PURPOSE

The purpose of this Agreement is to establish a mutual aid agreement between and among the Parties, which will allow each Participating Entity to provide Mutual Aid to a Requesting Entity as a result of, in response to, or during an IT Incident.

ARTICLE II TERM; TERMINATION

3.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Participating Entity (“Effective Date”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

3.2 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice to terminate its participation in this Agreement to the Host Entity. The Host Entity shall provide written notice of any such termination to the designated representative of each Participating Entity.

3.3 A Participating Entity's participation in this Agreement may be terminated by the Host Entity for cause, including, but not limited to, failure to comply with the terms or conditions of this Agreement upon thirty (30) days prior written notice to such Participating Entity.

3.4 Termination by one or more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.

ARTICLE IV RESPONSIBILITY OF PARTIES

4.1 Requesting Assistance. The Chief Information Officer ("CIO"), Information Technology Director ("IT Director"), or designee of the Participating Entity that has experienced an IT Incident may request Mutual Aid from the CIO, IT Director, or designee of another Participating Entity verbally or in writing. The determination as to what Mutual Aid may be made available to the Requesting Entity without unduly interfering with the IT Services of the Responding Entity shall be made at the sole discretion of the CIO, IT Director, or designee of the Responding Entity. Each Participating Entity agrees to assess local resources to determine availability of Mutual Aid based on current or anticipated needs of the Responding Entity. Requests for Mutual Aid shall not be requested by a Party unless it is directly related to the IT Incident and resources available from the Requesting Party are inadequate.

4.2 Each Participating Entity recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide aid and assistance to the Participating Entity's own constituents. This Agreement shall not be construed to impose any obligation on any Participating Entity to provide Mutual Aid to Requesting Entity. Each Participating Entity may choose not to render Mutual Aid at any time for any reason, or to recall such Mutual Aid that has been provided at any time.

4.3 Procurement of Equipment, Software and Services. The Requesting Entity shall be responsible for any incidental costs, equipment, software, or services related to the Mutual Aid response to the IT Incident. If the Responding Entity indicates a need for the acquisition or purchase of equipment, software, or services, the Requesting Entity shall decide if such acquisition or purchase is necessary and will make any required acquisition or purchase.

4.4 Personnel Costs. The Requesting Entity shall pay any overtime costs that occur for personnel of the Responding Entity if requested by the Responding Entity. The Responding Entity shall provide the Requesting Entity with a written invoice for such overtime costs which shall include an itemized list of Responding Entity employees, the date and time of overtime hours worked within sixty (60) days after the provision of such Mutual Aid. The Requesting Entity shall pay such invoice to the Responding Entity within thirty (30) days after receipt of such invoice.

4.5 Use of Computer Hardware. A Requesting Entity in need of computer hardware (e.g. personal computers, laptops, servers, network equipment, etc.), will compile a written list of such computer hardware and the estimated length of time that such equipment is needed which may be sent to the Participating Entities. Any Participating Entity may choose to respond in

whole or part and is under no obligation to provide computer hardware to the Requesting Entity. A Responding Entity which chooses to loan computer hardware will respond back to the Requesting Entity to affirm that such computer hardware or portion thereof is available for temporary use. The Responding Entity makes no claim of the currency or operational use of the computer hardware nor is the Responding Entity liable for any damages resulting from the Requesting Entity's use of any computer hardware so provided. The transportation and delivery of such computer hardware or charges related thereto shall be the responsibility of the Requesting Entity unless otherwise agreed by those Parties. The Requesting Entity shall be responsible for, and pay the Responding Entity for any damages, loss, or destruction of such computer hardware while in the use and possession of the Requesting Entity, including the transport thereof. Any ongoing maintenance, lease or other fees related to such computer hardware shall continue to be paid by the Responding Entity.

4.6 Criminal Justice Information System ("CJIS"). The Requesting Entity shall be responsible for restricting the Responding Entity personnel from access to CJIS information unless the Responding Entity personnel have completed all CJIS background checks and are in current compliance with CJIS training requirements.

4.7 List of Participating Entities. The Host City shall maintain a current list of Participating Entities and provide such list to a Participating Entity upon request

ARTICLE V INSURANCE

5.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Worker's Compensation Act.

5.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3 General Liability Insurance. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

5.4 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid rendered or performed pursuant to the terms and conditions of this Agreement. Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of Mutual Aid pursuant to this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights for any third parties not signatories hereto.

ARTICLE VI MISCELLANEOUS

6.1 **Expending Funds.** Each Party that furnishes Mutual Aid pursuant to this Agreement shall do so with funds available from current revenues of such Party. No Party shall have any liability for the failure to expend funds to provide Mutual Aid.

6.2 **Interlocal Cooperation Act.** The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

6.3 **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

6.4 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 **Amendment.** This Agreement may be amended only by the mutual written consent of the Parties.

6.6 **Third Parties.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

6.7 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. By execution of this Agreement the Participating Entity consents to be a Party to this Agreement and acknowledges that it is not necessary to receive copies of the Agreement from other local governments that are, or which become, Parties to this Agreement.

6.8 **Entire Agreement.** This Agreement is the entire agreement between and among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between and among the Parties that in any manner relates to the subject matter of this Agreement.

6.9 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Kendall County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.13 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, addressed to Participating Entity at the address set forth below the signature of the Party

[Signature Pages to Follow]

EXECUTED this 26th day of JANUARY 2021.

Host and Participating Entity,

City of Boerne, Texas

By: Ben Thatcher
Ben Thatcher, City Manager

447 N. Main Street
Boerne, Texas 78006

ATTEST:

By: Lori A. Caswell
City Secretary

APPROVED AS TO FORM:

By: William D. McNamee
City Attorney

EXECUTED this ____ day of _____, 2021 ✓

PARTICIPATING ENTITY:

CITY OF _____, TEXAS

By: _____

Name: _____

Title: _____

Address: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Upcoming City Council Agenda Items

CITY COUNCIL MEETING DATES & FUTURE AGENDA ITEMS		
Monday, April 4, 2022 (Regular Meeting)		
1	Consent - March 21, 2022 Regular Meeting Minutes	Shelley
2	Approval of Consultant Contract for New Comprehensive Plan	Jason
3	Contract award for Small Water Main Replacement Program	Evan
4	Council review HOT applications for qualifications	Shelley/Daniel
5	Cross Mountain Park cross replacement presentation - Rotary Club	Andrea
6	Christmas light bid approval	Andrea
7	Update Fort Martin Scott and Tx Rangers	Andrea
8	HRB appointment	Anna
9	Agreement with Soccer Association & Fair Easement	Clinton/Daniel/Andrea
10	Update the Records Management Ordinance and Plan	Shelley
Monday, April 18, 2022 (Regular Meeting)		
1	Consent - April 4, 2022 Regular Meeting Minutes	Shelley
2	Audit presentation (April 18, 2022)	Laura
3	Annual Investment Policy Review (April 18, 2022)	Laura
4	Allocation HOT funding	Shelley
5	Award the bid for the Comprehensive Plan	Jason
6	Approval of Market Square Improvement Bids	Andrea
7	ATMOS -Midtex Division to increase rates suspend for 45 days Resolution	Kent
8	Petition for consent for creation of Municipal Utility District	Kent
9	Debt collections for Municipal Court	Shelley B
Monday, May 2, 2022 (Regular Meeting)		
1	Consent - April 18, 2022 Regular Meeting Minutes	Shelley
Monday, May 16, 2022 (Regular Meeting)		
1	Consent - May 2, 2022 Regular Meeting Minutes	Shelley
2		
Monday, June 6, 2022 (Regular Meeting)		
1	Consent - May 16, 2022 Regular Meeting Minutes	Shelley
Monday, June 20, 2022 (Regular Meeting)		
1	Consent - June 6, 2022 Regular Meeting Minutes	Shelley
FUTURE AGENDA ITEMS		
1		
2		