



City Council Meeting Agenda
May 12, 2026 at 6:00 PM
City Hall, 701 Main Street, Kerrville, Texas



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CALL TO ORDER: Mayor Joe Herring, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE: Councilmember Jeff Harris

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Items of community interest, including expressions of thanks, congratulations, condolences; holidays; recognitions; city sponsored events, or events city officials will attend; safety and imminent threats to the public. No action will be taken.*
2. **PRESENTATIONS:**
 - 2.A Proclamation: Emergency Medical Services Week May 17-23, 2026. (J Herring, Mayor / E Maloney, Fire Chief)
 - 2.B Proclamation for May as Building Safety Month. (J Herring, Mayor)
 - 2.C Recognition of Teen Court Volunteers. (W Tatsch, City Attorney / Y Luna, Municipal Court Coordinator)
3. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to City Council. Prior to speaking, each speaker must complete a speaker request form and give it to the City Secretary, before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*
4. **CONSENT AGENDA:** *No discussion is anticipated on these items, which are considered routine, or included in the budget adoption process, or addressed in a workshop, staff report, or prior Council discussion. These items will be approved collectively by a single vote unless a Councilmember, staff, or citizen requests separate consideration. Approval of items is recommended which will authorize the Mayor or City Manager to take all actions necessary:*
 - 4.A City Council workshop minutes April 28, 2026. (S McElhannon, City Secretary)
 - 4.B City Council meeting minutes April 28, 2026. (S McElhannon, City Secretary)
5. **INFORMATION AND DISCUSSION:** *These items are not expected to require action by City Council and are generally for information. However, items listed in this section may become action items on request of any Councilmember, and City Council may take action on any item listed in this section without further notice.*
 - 5.A Scott Schreiner Golf Course Management Strategy. (J Brimhall, Director Parks & Rec)

5.B Update regarding implementation of the Guadalupe River Flood Warning System. (*M Hornes, Asst City Manager*)

6. **PUBLIC HEARING AND ORDINANCES, FIRST READING:**

6.A Ordinance No. 2026-07. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by amending said code to include adding new definitions, revising setbacks and the off-street parking schedule, adding new supplemental development requirements, revising the land use table, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. (*D Paxton, Director Planning & Development*)

7. **ORDINANCES, FIRST READING:**

7.A Ordinance No. 2026-06. An Ordinance amending Chapter 110 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Utilities Code; by amending said Code to include adding new definitions, clarifying water and wastewater fee calculations, refining provisions relating to meter tampering and theft of utilities, amending water conservation stages, amending water well provisions, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. (*D Barrera, Director Public Works*)

7.B Ordinance No. 2026-08. An Ordinance amending Chapter 10 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Alcoholic Beverages Code; by amending said Code to delete the local fee; amending the penalty section to account for the deletion of the local fee; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. (*J Behrens, Director Finance / T Rodriguez, Asst Director Finance*)

8. **PUBLIC HEARINGS AND RESOLUTIONS:**

8.A Resolution No. 20-2026. A Resolution granting a Conditional Use Permit to authorize an Automotive Service and Repair, Major on the property located at 1809 Sidney Baker Street (Highway 16); the property located within a General Commercial Zoning District (C-3); and making the permit subject to certain conditions and restrictions. (*D Paxton, Director Development & Planning*)

8.B Resolution No. 21-2026. A Resolution allowing a variance to a distance requirement prohibiting alcohol sales within 300 feet of public school property to permit Schreiner University to sell alcohol at ticketed tailgating events at Antler Stadium during Schreiner University's home football games during the 2026 football season. (*D Paxton, Director Planning & Development*)

9. **CONSIDERATION AND POSSIBLE ACTION:**

9.A General Contract with Musco Sports Lighting, LLC for the Tennis Court Lighting repair. (*J Brimhall, Director Parks & Recreation*)

9.B Administrative Services Contract between the City of Kerrville, Texas Economic Improvement Corporation and City of Kerrville, Texas. (*M Hornes, Asst City Manager*)

9.C Approval of the Airport Master Plan. *(requested/presented by Kirk Griffin, Airport Manager)*

10. **APPOINTMENT(S):**

10.A Appoint Mayor Pro Tem. (Eligible for Executive Session 551.074.) *(S McElhannon, City Secretary)*

11. **BOARD APPOINTMENTS:**

11.A Appointment to the Kerrville - Kerr County Joint Airport Board. (Eligible for Executive Session 551.074) *(S McElhannon, City Secretary)*

12. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if items meet the qualifications in Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):*

12.A Appoint Mayor Pro Tem. (551.074.) *(S McElhannon, City Secretary)*

12.B Appointment to the Kerrville - Kerr County Joint Airport Board 551.074. *(S McElhannon, City Secretary)*

13. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.**

14. **ITEMS FOR FUTURE AGENDAS:** *Council may suggest items or topics for future agendas.*

ADJOURN.

The facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1118 for further information. I hereby certify that this agenda was posted as notice of the meeting on the City Hall bulletin board and on the City's website May 06, 2026 at 4:00pm, and remained posted continuously for at least 3 business days preceding the scheduled time of the meeting. Shelley McElhannon, TRMC, City Secretary, City of Kerrville, Texas



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: City Council workshop minutes April 28, 2026. (*S McElhannon, City Secretary*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 03/10/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

1. 20260512 Minutes CC workshop 4-28-26

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

April 28, 2026 City Council workshop minutes, 4:00pm.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL WORKSHOP MINUTES
KERRVILLE, TEXAS**

APRIL 28, 2026 4:00 PM

CALL TO ORDER: On April 28, 2026 at 4:00 PM, Mayor Joe Herring, Jr. called the Kerrville City Council workshop to order in City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Mayor Pro-Tem Brenda Hughes

COUNCILMEMBERS ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
William Tatsch, Interim City Attorney
Kim Meismar, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director Public Works
Julie Behrens, Director of Finance
Daniel Bigott, Public Works Administrator
Jacob Bogusch, Finance Compliance
Chris Clark, Asst Director Public Works

Martin Greenwell, Comm Manager
Kelly Hagemeyer, Economic Dev Mgr
Rebekah Knappe, Customer Srv Supv
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director of Planning
Trina Rodriguez, Asst Director Finance
Trina Sanchez, Asst Dir Building Svcs

VISITORS PRESENT: A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.

Tara Bushnoe, UGRA General Manager Pablo Brinkman, Brinkman Properties
William Whitson, Long Term Recovery Consultant

1. PUBLIC COMMENTS: No person(s) spoke.

2. INFORMATION AND DISCUSSION:

2.A Kerr Together update including Flood Warning System, Dive Team, Tourism Re-engagement Campaign, One Year Anniversary Planning, and funding sources; and the Upper Guadalupe River Authority Flood Warning System update.

Tara Bushnoe and William Whitson provided information and responded to questions.

2.B Stormwater Drainage Fee.

David Barrera provided information and responded to questions.
The following person(s) spoke: Pablo Brinkman.

2.C Updating Chapter 110, Code of Ordinances, Waterworks and Wastewater System.

David Barrera provided information and responded to questions.

2.D Updating Chapter 60, Zoning Code amendments, Code of Ordinances.

Drew Paxton and Dalton Rice provided information and responded to questions.

2.E FY2027 Preliminary Budget Information.

Julie Behrens will provide information during the financial report at the regular meeting. This item was not discussed during workshop.

3. EXECUTIVE SESSION: Councilmember Kent McKinney made a motion to enter Executive Session under 551.072, seconded by Councilmember Delayne Sigerman. Motion approved 5-0, and at 5:32 p.m. open session recessed and City Council entered into closed Executive Session.

3.A Discussion regarding the disposition and potential sale of real property located at 429 Sidney Baker, former Police Station (551.072).

At 6:10 p.m., Council adjourned closed executive session and convened into Open Session. No action was taken during Executive Session.

4. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY. None.

ADJOURN. Workshop adjourned at 6:10 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring Jr., Mayor

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: City Council meeting minutes April 28, 2026. (*S McElhannon, City Secretary*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 03/10/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

1. 20260512 Minutes CC meeting 4-28-26

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

April 28, 2026 City Council meeting minutes, 6:00pm.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MEETING MINUTES
KERRVILLE, TEXAS**

APRIL 28, 2026 6:00 PM

On April 28, 2026 at 6:10 PM, Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Delayne Sigerman provided the invocation, and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Mayor Pro-Tem Brenda Hughes

COUNCILMEMBERS ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
William Tatsch, City Attorney
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary
Julie Behrens, Director Finance
Jacob Bogusch, Finance Compliance

Martin Greenwell, Communication Mgr
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director Development
Trina Rodriguez, Asst Director Finance
Charvy Tork, Director of IT

VISITORS PRESENT: N/A

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: Martin Greenwell, Councilmember Sigerman, Councilmember Jeff Harris, and Councilmember Brenda Hughes provided information and announcements.

2. PRESENTATIONS:

2.A Presentation to launch the KPD Blue Envelope Program.

Police Chief Chris McCall announced the Kerrville Police Department launch of the Blue Envelope Program. Chief McCall presented the first Blue Envelope to Brylee, Megan, and Micah Booth.

2.B Presentation of the Good Samaritan Award to Ashton Bolton.

Fire Chief Eric Maloney and Mayor Herring presented Ashton Bolton with the Good Samaritan Award, for quick thinking and heroic action in saving a life.

2.C Recognition: Hill Country Quilt Guild Spring Fling Exhibit.

Mayor Herring recognized the Hill Country Quilt Guild's Spring Fling Exhibit. Current President Susan Johnson, and past President Rebecca Peterson accepted the recognition.

2.D Proclamation: April 13-17, 2026 honors National Public Safety Telecommunications week in Kerrville, Texas.

Mayor Herring proclaimed April 13-17, 2026 as National Public Safety Telecommunications week. Kerrville Police Department personnel accepted the proclamation.

2.E Proclamation: May 03-09, 2026 Small Business week.

Mayor Herring proclaimed May 03-09, 2026 as Small Business week. Chamber Board Chairman Tabor McMillan, Board member John Junker, and Chamber Foundation Samantha Robinette accepted the proclamation.

2.F Proclamation: May 04-08, 2026 honors Texas City Secretary week in Kerrville, Texas.

Mayor Herring proclaimed May 04-08, 2026 as Texas City Secretary week. City Secretary Shelley McElhannon accepted the proclamation.

2.G Proclamation: May 10-16, 2026 honors Hill Country Council Alcohol and Drug Abuse - National Prevention Week in Kerrville, Texas.

Mayor Herring proclaimed May 10-16, 2026 as Hill Country Council Alcohol and Drug Abuse National Prevention week, accepted by the Youth Coordinator Sarah, Andrea Salazar, Phil Taylor, and Leah Westra.

2.H Proclamation: May 2026 as Motorcycle Safety and Awareness month.

Mayor Herring proclaimed May 2026 as Motorcycle Safety and Awareness month. Deanna Blevins, Bradley, Mikaela, and several motorcyclists including Roger Reed, Chapter Commander Jeremy, David Baucom, Wyatt, and Chapter Vice President Russell accepted the proclamation.

3. FINANCE:

3.A Financial Update for month-ended March 31, 2026.

Julie Behrens and Dalton Rice provided information on the Financial Update and Preliminary Budget for Fiscal Year 2027.

4. VISITORS/CITIZENS FORUM: No person(s) spoke.

5. CONSENT AGENDA: Councilmember Jeff Harris made a motion to approve the Consent Agenda items 5A and 5B, seconded by Councilmember Kent McKinney. Motion approved 5-0.

5.A Resolution No. 19-2026. A Resolution authorizing the submission of a grant application to the Public Safety Office, Office of the Governor, by the City of Kerrville for the purchase of body-worn cameras to be used by the Kerrville Police Department.

5.B City Council meeting minutes April 14, 2026.

END OF CONSENT AGENDA.

6. CONSIDERATION AND POSSIBLE ACTION:

6.A KROC Center Agreement — Citizen Pool Use

Julie Behrens and Salvation Army Major Swyers provided information and responded to questions.

Councilmember Brenda Hughes made a motion to authorize the City Manager to finalize and execute an agreement to prevent a total lapse in municipal swimming services and to provide a high-utility alternative for the community while permanent technical repairs at the Olympic Pool remain underway, seconded by Councilmember McKinney. Motion approved 5-0.

6.B Community Foundation Grant for Louise Hays Park.

Julie Behrens provided information and responded to questions. Councilmember Hughes made a motion to authorize the City Manager to finalize and execute a grant agreement, seconded by Councilmember Sigerman. Motion approved 5-0.

6.C City Attorney employment agreement. (This item is eligible for Executive Session 551.074)

Mayor Herring deferred this item to Executive Session.

6.D The sale of real property located at 429 Sidney Baker, former police station. (This item is eligible for Executive Session 551.072)

Mayor Herring announced no information needed on the sale of real property, and this item was not discussed.

7. BOARD APPOINTMENTS:

7.A Appointment to the Building Board of Adjustment and Appeals (BBAA). (Eligible for Executive Session 551.074)

Councilmember Sigerman made a motion to appoint Timothy Davis as an alternate member to the Building Board of Adjustment and Appeals, seconded by Councilmember Harris. Motion approved 5-0.

8. EXECUTIVE SESSION: Councilmember McKinney made a motion to enter Executive Session for 8B under 551.074, seconded by Councilmember Harris. Motion approved 5-0, and at 7:40 p.m. City Council recessed open session and convened closed Executive Session.

8.A Appointment to the Building Board of Adjustment and Appeals (BBAA). (551.074)

8.B City Attorney employment agreement (551.074).

8.C The sale of real property located at 429 Sidney Baker, former police station. (551.072)

At 7:55 p.m. City Council adjourned closed executive session and reconvened Open Session. No action was taken during Executive Session. (Items 8A and 8C were not discussed).

9. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.

- City Attorney employment agreement: Councilmember Hughes made a motion to authorize the Mayor to finalize and execute an employment agreement with the City Attorney, seconded by Councilmember McKinney. Motion approved 5-0.

10. ITEMS FOR FUTURE AGENDAS: None.

- Mayor Herring thanked Councilmember Hughes for her committed and outstanding service to the Community and on City Council.

ADJOURN. Meeting adjourned 7:57 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring Jr., Mayor

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Update regarding implementation of the Guadalupe River Flood Warning System. (*M Hornes, Asst City Manager*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 05/06/2026

SUBMITTED BY:

Michael Hornes, Assistant City Manager

EXHIBITS:

None

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

Staff will provide a brief update on the implementation of the Guadalupe River Warning System.

RECOMMENDED ACTION:

Information only.



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Ordinance No. 2026-07. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by amending said code to include adding new definitions, revising setbacks and the off-street parking schedule, adding new supplemental development requirements, revising the land use table, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. *(D Paxton, Director Planning & Development)*

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 04/17/2026

SUBMITTED BY:

Drew Paxton, Director of Planning and Development

EXHIBITS:

1. 20260512 Ord 2026-07 Zoning Code

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

Yes

Key Priority Area:

E – Economic Development

SUMMARY:

This ordinance proposes a comprehensive update to Chapter 60 (Zoning Code) to address issues identified through recent development activity, improve clarity, and better align regulations with current development trends and community goals.

The amendments focus on five primary areas:

1. Updated definitions and land uses
2. Adjustments to residential development standards
3. Expanded housing flexibility (including small-lot and accessory units)
4. Revised parking standards
5. New supplemental regulations for emerging uses

KEY CHANGES:

New and Updated Definitions

The ordinance adds and clarifies several land use definitions to better reflect modern development patterns and eliminate ambiguity. Notable additions include:

- Battery Energy Storage Systems
- Data Centers

Adding these definitions, it will improve consistency in the interpretation and administration of the zoning code.

Residential Setback and Development Standards

Updates are made across multiple zoning districts (RE, R-1, R-1A, R-2, RT), reducing the side setbacks on corner lots (generally from 15 feet to 5 feet, with garage spacing considerations). The reduction of the corner lot side setback will increase the buildable area on residential corner lots and encourage more efficient lot utilization.

Accessory Dwelling Units (ADUs):

- Reduced parking requirements (from 4 to 3 total spaces)
- Clarifies that ADUs qualify as accessory structures and are eligible for reduced side and rear setbacks when they are $\leq 1,000$ sq ft and ≤ 15 ft in height.

Mixed-Use (MU) District Enhancements

- No longer requires:
 - Concept plans with MU zoning requests
 - Traffic impact analyses
- Removes open space requirement in lieu of parkland dedication

The intent is to provide more predictability for Mixed-Use Zoning applications.

Supplemental Use Regulations

New standards are introduced for emerging and specialized uses:

- **Battery Energy Storage Systems & Data Centers:**
 - Prohibited within 100 feet of the floodplain
 - Conditional Use Permit required within:
 - 500 feet of floodplain
 - 1,000 feet of Nimitz Lake
- **Farmers Markets:**
 - Prohibited on vacant or unimproved lots

The purpose is to address safety and environmental concerns and provide oversight for higher-impact uses.

Parking Standards Update

The ordinance includes a comprehensive update to the off-street parking table:

- Adds new use categories
- Refines ratios for commercial and residential uses

This will align parking requirements with actual demand, support modern retail and mixed-use patterns, and reduce overparking.

Land Use Table Amendments

- Adds newly defined uses
- Aligns permitted/conditional uses with updated definitions

Recommendation

Staff and the Planning & Zoning Commission recommend approval of the ordinance as presented.

RECOMMENDED ACTION:

Recommend approval of Ordinance No. 2026-07, or recommend approval with modifications.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-07**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY AMENDING SAID CODE TO INCLUDE ADDING NEW DEFINITIONS, REVISING SETBACKS AND THE OFF STREET PARKING SCHEDULE, ADDING NEW SUPPLEMENTAL DEVELOPMENT REQUIREMENTS, REVISING THE LAND USE TABLE, AND OTHER AMENDMENTS AS PROVIDED HEREIN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on August 27, 2019, City Council adopted Ordinance No. 2019-17, which adopted the City's Zoning Code, which included a Land Use Table and Zoning Map, collectively referred to herein as the "Zoning Code"; and

WHEREAS, Ordinance No. 2019-17 was adopted in accordance with and pursuant to the City's Comprehensive Plan; and

WHEREAS, pursuant to several recent land development projects, City Council, the Planning and Zoning Commission, and City staff recommend the adoption of several amendments to the Zoning Code; and

WHEREAS, pursuant to Section 60-73 of the Zoning Code, and in accordance with Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on May 12, 2026, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in a number of amendments to the Zoning Code as provided herein; and

WHEREAS, on May 12, 2026, City Council held a public hearing on various zoning amendments pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. Section 60-17 of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“Sec. 60-17. – Terms defined.

...

Ambulatory Surgical Center means a medical facility where patients have planned surgeries or procedures and go home the same day – no overnight hospital stay.

...

Artisan’s/craftsman’s workshop means a place of business for the on-site production and/or repair ~~by hand~~ of custom products for retail sale, including, ceramics, leather goods, candles, jewelry, woodwork, picture frames, metal works, household or office-furniture, and clothing or other sewn or knitted products.

Assisted living facility means an establishment possessing a license issued by the state under V.T.C.A., Health and Safety Code ch. 247 (as it may be subsequently amended), including a resident or dwelling, that:

...

- 3) May provide assistance with or supervision of the administration of medication; and

...

Battery energy storage system means one or more devices, often housed in containers or buildings, capable of storing electrical energy to supply the grid or specific structures at a future time.

...

Bicycle and Bicycle Accessory Sales and Repair means the sale of bicycles and bicycle accessories and/or the fixing of maintenance of bicycles.

...

Data center means a facility housing computer systems, servers, and related infrastructure for data storage and processing.

...

Dwelling, small lot single family detached means a building containing only one dwelling unit and located on a single building site so as to allow for smaller lots with reduced setbacks to serve as buffers along all sides of the building.

...

Fabric store means a retail business that sells textiles and related materials primarily for sewing, crafting, quilting, upholstery, and other textile-based products.

...

Farmers Market means a market or temporary use of land where farmers or merchants sell food or other agricultural and related products directly to the public, usually from trucks, booths, stalls, or inside a permanent structure. This may include the sale of custom products including ceramics, leather goods, candles, jewelry, woodwork, picture frames, metal works, furniture, and clothing or other sewn or knitted products.

...

Independent living facility for seniors means a residential community designed for older adults, typically aged 55 and older, who are able to live on their own and do not require daily medical care or personal assistance.

...

Luggage and leather goods store means a retail establishment that primarily sells products designed for travel, carrying, storage, and personal accessories, with an emphasis on items made from leather or leather-like materials.

...

Museum means an institution that collects, cares for, studies, and displays objects of lasting value such as artifacts, artwork, specimens, or documents for the purposes of education, preservation, and public enjoyment.

...

Residential care service means an organized service that provides housing, supervision, and personal care to individuals who are unable to live independently but do not require continuous medical or nursing care.

...

Retail, general means the use of land designated for businesses selling goods directly to consumers, including stores, boutiques, and shopping centers.

...

Sporting goods store means a retail establishment that sells equipment, apparel, footwear, and accessories used for sports, fitness, recreation, and outdoor activities.

...

Tailor, seamstress, or needlework shop means a retail shop involved in making, altering, or repairing clothing and textiles.”

SECTION TWO. Section 60-50, subsection (a)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(4) *Area and height regulations.* No building shall be constructed in the RE district except in conformance with the following requirements:

Single-family dwelling	
Characteristic	Requirement
Minimum lot size	1 acre
Minimum lot width	50 feet
Minimum front setback	25 feet
Minimum side setback	• Interior lot: 5 feet • Corner lot, street side: • 15 <u>5</u> feet • 19 feet to a garage door or carport eave
Minimum rear setback	• 25 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley
Maximum building height	35 feet
Minimum parking	2 spaces per dwelling unit

SECTION THREE. Section 60-50, subsection (b)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(4) *Area and height regulations.* No building shall be constructed in the R-1 district except in conformance with the following requirements:

Single-family dwelling

Characteristic	Requirement
Minimum lot size	5,000 square feet
Minimum lot width	50 feet
Minimum front setback	25 feet
Minimum side setback	• Interior lot: 5 feet • Corner lot, street side: • 15 <u>5</u> feet • 19 feet to a garage door or carport eave
Minimum rear setback	• 25 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley
Maximum building height	35 feet
Minimum parking	2 spaces per dwelling unit

SECTION FOUR. Section 60-50, subsection (c)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(4) *Area and height regulations.* No building shall be constructed in the R-1A district except in conformance with the following requirements:

Single-family dwelling	
Characteristic	Requirement
Minimum lot size	5,000 square feet
Minimum lot width	50 feet
Minimum front setback	25 feet
Minimum side setback	• Interior lot: 5 feet • Corner lot, street side: • 15 <u>5</u> feet • 19 feet to a garage door or carport eave
Minimum rear setback	• 25 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley

Maximum building height	35 feet
Minimum parking	2 spaces per dwelling unit

Additional requirements for single-family dwelling with accessory dwelling unit.		
	<i>Accessory dwelling unit within main building</i>	<i>Accessory dwelling unit in a detached structure</i>
Maximum building height	25 feet for main building including accessory dwelling unit.	35 feet for detached structure containing accessory dwelling unit.
Maximum area of accessory dwelling unit	One-half of the total floor area of the dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage	• One-half of the total floor area of the main dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage; and • Maximum 50% of the rear yard area, bounded by the side property lines, the rear wall of the main building, and the rear property line.
Minimum parking for dwelling with accessory unit	2 <u>1</u> parking spaces per dwelling unit (4 <u>3</u> spaces total for the main dwelling and an accessory dwelling unit)	2 <u>1</u> parking spaces per dwelling unit (4 <u>3</u> spaces total for the main dwelling and an accessory dwelling unit)

SECTION FIVE. Section 60-50, subsection (d)(7), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(7) Accessory buildings or structures prohibited in setback.

...

c An accessory building or structure with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height, including, but not limited to a detached accessory dwelling unit, carport, or garage, ~~with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height~~, may extend into the required side or rear setback, but in no case shall be located closer than five feet from any property line.”

SECTION SIX. Section 60-50, subsection (d)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

(4) *Area and height regulation's.* No building shall be constructed in the R-2 district except in conformance with the following requirements:

Characteristic	Requirement	
	<i>Duplex</i>	<i>Townhome</i>
Minimum lot size	6,200 square feet	3,000 square feet
Minimum lot width	60 feet	25 feet
Minimum front setback	• 15 feet • 19 feet to a garage door or carport eave	• 15 feet • 19 feet to a garage door or carport eave
Minimum side setback	• Interior lot: 5 feet • Corner lot: • 15 feet on the unattached side • 19 feet to a garage door or carport	• Interior lot: • 0 feet • 10 foot separation between townhome buildings • Corner lot: • 0 feet on any attached side • 15 feet on the unattached side • 19 feet to a garage door or carport
Minimum rear setback	• 15 feet • 19 feet to a garage door or carport eave	• 15 feet • 19 feet to a garage door or carport eave
Maximum building height	35 feet	• 35 feet • 45 feet when 100 feet or more from: • R0E, R-1, or R-1A zoning • RM zoning if developed for other

		than manufactured housing; • Land zoned MU or PD for single-family, patio home, or duplex uses
Minimum parking	2 spaces per dwelling unit	• 2.25 spaces per dwelling • 2 spaces for each dwelling unit • 0.25 spaces per dwelling unit for guest parking, to be provided in groups distributed throughout the development
Alley	N/A	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way
	<i>Small-lot dwelling</i>	<i>single-family Patio home</i>
Minimum lot size	3,300 square feet	4,000 square feet
Minimum lot width	30 feet	40 feet
Minimum front setback	10 feet build-to line	• 15 feet • 19 feet to a garage door or carport eave
Minimum side setback	• Interior lot: 5 feet • Corner lot, street side: • 15 feet • 19 feet to a garage door or carport eave	• Mandatory 0 feet on one side • 10 feet on the remaining side • Corner lot; street side: • 15 feet • 19 feet to a garage door or carport eave
Minimum rear setback	19 feet to a garage door or carport eave	• 15 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for

		two or more motor vehicles Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley
Maximum building height	35 feet	35 feet
Minimum parking	2 spaces per dwelling unit	2 spaces per dwelling unit
Alley	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way

Additional requirements for patio homes and small-lot single-family dwellings	
Wall openings on zero setback side	Solid wall with no openings (windows, doors, etc.) required, except a wall constructed of opaque materials which allow the infiltration of light that is diffused so that objects on the other side cannot be seen clearly, is permitted.
Wall openings near zero lot line	Unless a screen fence has been constructed along the zero setback side of the property, no porch, door, or window may be constructed on any other wall of the dwelling at a distance less than five feet from the zero setback side of the lot
Atrium openings	No edge of the rooftop opening of an atrium constructed on the zero setback side of a dwelling shall be less than eight feet from ground level
Maintenance, overhang, and drainage easement	• A maintenance, overhang, and drainage easement not less than five feet in width must be platted on the adjacent lot running parallel to the zero setback lot line • A roof eave may extend 16 inches into the easement • A gutter and down spout shall be required along the zero setback side of the dwelling to ensure that drainage is handled on the owner's property, and said gutter system is not included in the calculation of the eave encroachment
Structures in required side setback	Structures shall be prohibited in the required ten-foot side setback

	<i>Single-family dwelling</i>
Minimum lot size	4,500 square feet
Minimum lot width	45 feet
Minimum front setback	• 15 feet • 19 feet to a garage door or carport eave
Minimum side setback	Interior lot: 5 feet Corner lot, street side: • 15 feet • 19 feet to a garage door or carport eave
Minimum rear setback	• 15 feet • For a garage or carport adjacent to an allege: • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley
Maximum building height	35 feet
Minimum parking	2 spaces per dwelling unit
Alley	N/A

SECTION SEVEN. Section 60-50, subsection (d)(9), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(9) *Accessory buildings or structures prohibited in setback.*

...

- a. An accessory building or structure with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height, including, but not limited to a detached accessory dwelling unit, carport, or garage, ~~with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height~~, may extend into the required side or rear setback, but in no case shall be located closer than five feet from any property line.”

SECTION EIGHT. Section 60-50, subsection (g)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(4) *Area and height regulation's.* No building shall be constructed in the RT district except in conformance with the following requirements:

Characteristic	Requirement	
	<i>Single-family dwelling</i>	<i>Nonresidential use</i>
Minimum lot size	5,000 square feet	6,000 square feet
Minimum lot width	50 feet	60 feet
Minimum front setback	25 feet	• 25 feet • Front yard to remain unpaved except for a driveway: parking in the front yard prohibited
Minimum side setback	• Interior lot: 5 feet • Corner lot, side street: • 15 feet • 19 feet to a garage door or carport	• Interior lot: 5 feet • Corner lot, side street: • 15 feet • 19 feet to a garage door or carport
Minimum rear setback	• 25 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley	• 25 feet • For a garage or carport adjacent to an alley: • 19 feet to a garage door or carport eave • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley
Maximum building height	35 feet	• 35 feet
Minimum parking	2 spaces per dwelling unit	Varies by use; see section 60-101

Additional requirements for nonresidential uses	
Maximum building area	3,000 square feet for nonresidential uses allowed herein except public and institutional uses
Building Appearance	Building designed to appear as a residence
Signage	See sign regulations, Development Standards
Location of Parking, Nonresidential Uses	Parking to be located in the side or rear yard area
<i>Additional Requirements for Single-Family Dwelling With Accessory Dwelling Unit</i>	

	Accessory Dwelling Unit Within Main Building	Accessory Dwelling Unit In A Detached Structure
Maximum Building Height	35 feet for main building including accessory dwelling unit	35 feet for detached structure containing accessory dwelling unit
Maximum Area of Accessory Dwelling Unit	One-half of the total floor area of the dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage	• One-half of the total floor area of the main dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage; and • Maximum 50% of the rear yard area, bounded by the side property lines, the rear wall of the main building, and the rear property line
Minimum Parking for Dwelling with Accessory Unit	2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)	• 2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)
	DUPLEX	
Minimum Lot Size	6,000 square feet	
Minimum Lot Width	60 feet	
Minimum Front Setback	• 15 feet 19 feet to a garage door or carport eave	
Minimum Side Setback	• Interior lot: 5 feet • Corner Lot: • 15 feet on the unattached side • 19 feet to a garage door or carport eave	
Minimum Rear Setback	• 15 feet • 19 feet to a garage or carport eave	
Maximum Building Height	• 35 feet	
Minimum Parking	2 spaces per dwelling unit	

SECTION NINE. Section 60-50, subsection (g)(7), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(7) *Accessory buildings or structures prohibited in setback.*

...

- a. An accessory building or structure with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height, including, but not limited to a detached accessory dwelling unit, carport, or garage, ~~with a floor area not exceeding 1,000 square feet and not exceeding 15 feet in height~~, may extend into the required side or rear setback, but in no case shall be located closer than five feet from any property line.”

SECTION TEN. Section 60-52, subsection (b)(3), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(3) *Building and area regulations.* No building shall be constructed in the MU district except in conformance with the following requirements:

“Residential zoning district,”¹ as referenced in the regulations below, shall have the following meaning and shall apply whether the residential property is developed or vacant:

- a. RE, R-1, R-1A, or R-2 zoning;
b. RM zoning if developed for other than manufactured housing; or
c. Land zoned PD for single family, patio home, townhome, or duplex uses.

Characteristic	Requirement
	• Mixed-use buildings including both residential and nonresidential uses • Single-use buildings (buildings containing only nonresidential or only multifamily uses) on the same lot within an integrated development
Minimum lot area	N/A
Minimum lot width	N/A
Minimum front setback	• Local and collector street: 10 feet • Arterial street: 15 feet
For illustrations of side and rear setback requirements and building height adjacent to residential, see appendix, figures 8 through 10	
Minimum side setback	• Interior lot: N/A • Corner lot, street side: • Local, collector, or arterial street: 15 feet • Highway: 25 feet

	• Adjacent to a residential zoning district as defined in subsection (b)(3) above: 25 feet
Minimum rear setback	• 10 feet • Adjacent to a residential zoning district as defined in subsection (b)(3) above: 25 feet. • For a double frontage lot, same as front setback
Maximum building height	• No limit except adjacent to a residential zoning district as described in subsection (b)(3) above, as follows: • Two stories of up to 35 feet when 25 feet to 100 feet from a residential property line; • 45 feet when more than 100 feet from a residential property line, with 1 foot of additional height allowed for each 1 foot of setback provided beyond 100 feet • No windows serving second story building area within 50 feet of the property line of any building wall facing a residential zoning district, as defined in subsection (b)(3) above to prevent views from nonresidential to residential property
Open space	For a mixed use building containing dwelling units, in lieu of meeting parkland dedication requirements in accordance with city regulations, 8% of the site or portion of the site upon which residential units are located shall be developed for publicly accessible open space, said open space to be located on the same lot with the dwelling units and designed and improved in accordance with the requirements in subsection (b)(3) below
Minimum parking	• Residential uses: • 1.5 spaces for each 1-bedroom unit • 2.0 spaces for each 2-bedroom unit • 2.5 spaces for each unit with 3 or more bedrooms • Nonresidential uses in a mixed-use building including residential uses: 1 space for each 250 square feet • Mixed use credit: 10% reduction in the total number of spaces required for the nonresidential portion of a mixed-use building containing both residential and nonresidential uses

	• Nonresidential uses in a single-use building: varies by use; see article XII
Concept plan	Required with application for MU zoning

SECTION ELEVEN. Section 60-52, subsection (b)(4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

~~“(4) *Concept plan.* An application for MU zoning shall include a concept plan drawing as defined herein, indicating the preliminary layout of proposed uses, proposed structures, parking utilities, and, if applicable, project phasing. The concept plan shall be construed as an illustration of the development concepts and not an exact representation of all specific details.”~~

SECTION TWELVE. Section 60-52, subsection (b)(10), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

~~“*Traffic impact analysis.* An application for MU zoning shall include a traffic impact analysis as defined herein.”~~

SECTION THIRTEEN. Section 60-60 of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“Sec. 60-60. – Supplementary development requirements.

...

(18) *Battery Energy Storage System.* This use is prohibited within 100 feet of the 100-year floodplain or within 500 feet of any residential zoning district, or any portion of property zoned MU or PD for residential purposes. Where such use is within 500 feet of the 100-year floodplain, or within 1,000 feet of the Nimitz Lake impoundment area, such use shall require the adoption of a conditional use permit pursuant to the Code. The calculation of these distances shall be based on the approved Federal Emergency Management Agency (FEMA) map in place at the time of the development, and the distance shall be measured from the closest point of the floodplain or impoundment area to the closest point on the property line of the tract containing the battery energy storage system facility.

(19) *Data Center.* This use is prohibited within 100 feet of the 100-year floodplain or within 500 feet of any residential zoning district, or any portion of property zoned MU or PD for residential purposes. Where such use is within 500 feet of the 100-year floodplain, or within 1,000 feet of the Nimitz Lake impoundment area, such use shall require the adoption of a conditional use permit pursuant to the Code. The

calculation of these distances shall be based on the approved Federal Emergency Management Agency (FEMA) map in place at the time of the development, and the distance shall be measured from the closest point of the floodplain or impoundment area to the closest point on the property line of the tract containing the data center.

(20) *Farmers Market.* This use shall not be located on a vacant or unimproved lot."

SECTION FOURTEEN. Section 60-65, subsection (4), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

"(4) Review process. Upon receipt of a complete application for a zoning change request, the application shall be reviewed under the process governing the review of an application for rezoning under V.T.C.A, Texas Local Government Code ch. 211, including notification, a report from the director, and public hearings before the planning and zoning commission and city council, allowing for testimony from the applicant and others who have an interest in the matter, acts, and opinions concerning the proposed change. Notification as referenced above shall include a notification sign posted on the subject property by the director in compliance with the Texas Local Government Code ~~visible to persons using the public right-of-way and which states the purpose and dates of the hearings~~. The director shall install the sign at least 11 days before the first public hearing, and the sign must remain posted and visible during the pendency of the review. Such sign is exempt from the city's sign code as a government sign."

SECTION FIFTEEN. Section 60-104 of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

"Sec. 60-104. Parking standards.

...

TABLE 2. SCHEDULE OF REQUIRED OFF-STREET PARKING

Parking standard	General use description	Requirement
<i>Nonresidential uses</i>		
1	Amusement center, indoor	Four spaces per court or bowling lane, plus one space per 100 square feet of gross floor area exclusive of courts and lanes
2	Amusement center, outdoor	One space per 600 square feet of recreation area

3	Artisan's/craftsman's workshop (manufacturing, custom)	One space per 1,000 square feet of gross floor area, plus the required spaces for retail sales and office uses (see applicable parking standards in this table)
4	Automobile service and repair facility (see also car washes)	Three spaces per service/repair bay, plus required parking for the office use (see office, general in this table); spaces in the service/repair bays shall not count towards meeting the required parking
5	Bank or financial institution	One space per 300 square feet of gross floor area
6	Building contractor (all types)	One space for each 500 square feet of gross indoor floor area, plus one space for each 1,000 square feet of outdoor area/storage
7	Car wash, full-service	Five parking spaces, plus two stacking spaces for each car wash bay (in addition to the spaces in the wash bays)
8	Car wash, self-service	Two parking spaces, plus one stacking space for each car wash bay (in addition to the spaces in the wash bays)
9	Church/temple/mosque/place of worship	One space per four seats in the sanctuary, plus parking for office, meeting rooms, classrooms, and common areas (see applicable parking standards in this table)
10	Convenience store with fuel sales	One space per 200 square feet of gross floor area, with a minimum of five parking spaces adjacent to the main building; spaces at the gasoline pumps shall not count towards meeting the required parking
11	Cultural facilities and institutions (museums, art galleries, library, etc.; excluding performance space)	One space for each 300 square feet of gross floor area; parking for performance space, if present, shall be calculated using the ratio

12	Day care (child or adult)	One space for each employee, plus one space for each 500 square feet of gross floor area
13	Dealership—Automobile, boat, motorcycle, personal water craft, all terrain vehicle	One parking space for each 500 square feet of gross indoor sales floor area, plus one parking space for each 1,000 square feet of outdoor area automobile dealerships shall reserve and mark a minimum of five parking spaces adjacent to the main building for customer parking
14	Fitness center	One space per 400 square feet of gross floor area
15	Flea market, outdoor or other outdoor/open air market	One space per 600 square feet of site area
16	Funeral services	Five spaces for administrative uses and one space per four seats in the chapel
17	Garden center/nursery	One parking space for each 5,000 square feet of outdoor storage area; plus parking for associated sales or office area at one parking space per 250 square feet of gross floor area
18	Golf course or country club	Five spaces per green, plus required spaces for restaurants, office, and retail sales areas (see applicable parking standards in this table)
19	Hospitals	One space per four beds based on maximum capacity, plus three spaces per 1,000 square feet of gross floor area for offices, plus parking as required for accessory uses (see applicable parking standards, this table)
20	Hotel/motel	One space per guest room ,plus one space per 200 feet of gross floor area for restaurant, meeting rooms, office, and related facilities, excluding pool/common

		areas(see applicable parking standards, this table)
21	Industrial and manufacturing (assembly, fabrication, manufacturing, warehouse, showroom, distribution, and similar uses)	One space per 1,000 square feet of gross floor area, plus the required spaces for office use (see applicable parking standard, this table)
22	Mini-warehouses and self-storage	One space per 10,000 square feet of gross floor area, plus the required spaces for office and on-site apartment See article XII for additional parking requirements for this use
23	Movie theater/dinner theater/auditorium, etc.	One space per four fixed seats in the facility or one space per 50 square feet of gross floor area in the assembly area, whichever is greater
24	Multi-tenant nonresidential building/complex	One space per 250 square feet of gross floor area Buildings or complexes over 20,000 square feet: One space per 300 square feet of gross floor area Gross floor area excludes non-public space
245	Office, general (business or professional)	One space per 300 square feet of gross floor area
256	Office, medical	One space per 200 square feet of gross floor area
267	Outdoor storage and sales facilities	One space per 2,000 square feet of storage/sales area, plus the required spaces for office use (see applicable parking standard, this table)
278	Restaurants	One space per four seats or one space per 100 square feet of gross floor area, whichever is greater
289	Retail	One space per 300 square feet of gross floor area, excluding non-public space such as restrooms, office, or storage space

29 <u>30</u>	Retail, large items (furniture store, appliance sales or similar)	One space per 400 square feet
30 <u>1</u>	School, 0 through pre-k	See day care, this table
31 <u>2</u>	School, elementary and intermediate	Two spaces per classroom
32 <u>3</u>	School, secondary	Six spaces per classroom plus the required spaces for office use (see applicable parking standard, this table)
33 <u>4</u>	School, college or university	One space per two students, plus one space per student housing unit (room)
34 <u>5</u>	Short-term rental unit	One space per bedroom, plus parking required for the manager, if living off-site
35 <u>6</u>	Stables, commercial	One space per two stalls
36 <u>7</u>	Veterinary services	One space per 300 square feet of gross floor area
<i>Residential uses</i>		
37 <u>8</u>	Dwelling, single-family detached, patio home, duplex	Two spaces per unit
38 <u>9</u>	Single-family with accessory dwelling units	Two spaces for the main residence plus two spaces for the accessory dwelling
39 <u>40</u>	Townhome	Two spaces per dwelling unit plus 0.25 spaces per dwelling unit for guest parking, to be provided in groupings distributed throughout the development
40 <u>1</u>	Multifamily (apartment, condominium)	• 1.5 spaces for each one-bedroom unit • 2.0 spaces for each two-bedroom unit • 2.5 spaces for each unit with three or more bedrooms Parking areas for boats, trailers, and recreational vehicles prohibited unless a designated storage area is provided; this parking shall not count towards meeting the required parking

<i>Special standards for mixed use buildings</i>		
41 <u>2</u>	Dwellings, mixed-use	• 1.5 spaces for each one-bedroom unit • 2.0 spaces for each two-bedroom unit • 2.5 spaces for each unit with three or more bedrooms
42 <u>3</u>	Nonresidential uses in a mixed-use building (excluding area occupied by residential uses)	One space per 250 square feet of gross floor area
43 <u>4</u>	Mixed use credit	Ten percent reduction in the total number of spaces required for the nonresidential portion of a mixed-use building containing both residential and nonresidential uses
<i>Uses not listed</i>		
Parking for uses not listed herein shall be established by the development review committee (DRC) using the standard of a similar use or an applicable standard from another source. The requirements established by the DRC may be appealed to the planning and zoning commission.		

SECTION SIXTEEN. Section 60-123, subsection (2), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“Sec. 60-123 – Previously granted conditional use permits.

• • •

(2) Conditional use remaining a conditional use. If the use for which the CUP was granted requires a CUP in the zoning district in which the property is located, the previously issued CUP shall remain in full force and effect; provided, however, such permit shall be subject to termination as set forth in article XI.”

SECTION SEVENTEEN. Table 1, Land Use Table, which was adopted as part of the Zoning Code, is amended to include new land uses, as indicated on the attachment found at **Exhibit A**.

SECTION EIGHTEEN. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this

Ordinance are expressly repealed to the extent of any such inconsistency or conflict.

SECTION NINETEEN. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION TWENTY. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION TWENTY ONE. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2026.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2026.

Joe Herring, Jr., Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



William L. Tatsch, Interim City Attorney

Exhibit A

Table 1, Land Use Table

LAND USES	Nonresidential Districts				Special Districts					Notes (Adopted by Ord 2026-07, date, 2026)
	C-1	C-2	C-3	IM	DAC	MU	PI	AD	AG	
Battery Energy Storage System				C						16 Subject to requirements of Article IX 60-60(18)
Data Center				C						17 Subject to requirements of Article IX 60-60(19)
Pet and Pet Supply Sales	P	P	P	P	P	P				
Pet Grooming	P	P	P	P	P	P				
Retail, general		P	P		P	P				

P = Permitted, C = Conditional Use, blank = prohibited



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Ordinance No. 2026-06. An Ordinance amending Chapter 110 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Utilities Code; by amending said Code to include adding new definitions, clarifying water and wastewater fee calculations, refining provisions relating to meter tampering and theft of utilities, amending water conservation stages, amending water well provisions, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. *(D Barrera, Director Public Works)*

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 01/28/2025

SUBMITTED BY:

David Barrera, Director of Utilities

EXHIBITS:

1. 20260512 Ord 2026-06 Utilities Code - Water Wastewater
-

Kerrville 2050 Item?

Yes

Key Priority Area:

W – Water/Wastewater/Drainage

SUMMARY:

Consider an ordinance amending Chapter 110 of the Code of Ordinances to update and streamline water and wastewater articles and sections. The amendments remove fee references in favor of the City Council–adopted fee schedule, eliminate duplicate provisions, and align the chapter with current policies and procedures. Additional updates include new provisions for water wells within city limits; requirements for water and wastewater availability studies for developments; clarification of responsibilities for utility extensions and reclaimed water customers; revisions to service connection and billing procedures; and enhancements to water management sections to strengthen conservation efforts.

RECOMMENDED ACTION:

Approve Ordinance No. 2026-06 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-06**

AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S UTILITIES CODE; BY AMENDING SAID CODE TO INCLUDE ADDING NEW DEFINITIONS, CLARIFYING WATER AND WASTEWATER FEE CALCULATIONS, REFINING PROVISIONS RELATING TO METER TAMPERING AND THEFT OF UTILITIES, AMENDING WATER CONSERVATION STAGES, AMENDING WATER WELL PROVISIONS, AND OTHER AMENDMENTS AS PROVIDED HEREIN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, City Council previously adopted the City's Utility Code, referred to herein as the "Utility Code"; and

WHEREAS, the City recognizes that natural limitations exist to the provision of water utilities to protect the public health, safety, and welfare of the City's citizens; and

WHEREAS, the City Council of the City desires to address various water and environmental issues that may burden its water utilities infrastructure or supply; and

WHEREAS, City Council finds that the amendments to the Utility Code are in the public interest and are necessary to promote the preservation of water;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. Chapter 110, Article II, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the sections as follows:

“ARTICLE II. WATERWORKS AND
~~SANITARY SEWER~~ WASTEWATER SYSTEM

“Sec. 110-31. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Basic contribution unit* means a figure to be used in computing the amount of the water main extension charge.~~

Business Unit means a building or part of a building that is arranged, occupied, or intended to be occupied and used for commercial and not residential purposes. An area within a building shall be deemed to be a separate business unit if it is separated from other areas of the building by solid walls and have separate plumbing connections, including, but not limited to, sinks and/or toilets.

City Manager means the City Manager for the City of Kerrville, Texas, or designee.

Dwelling unit means a structure or a part of a structure that is arranged, occupied, or intended to be occupied as a single-family living quarters and includes facilities for food preparation and sleeping; however, a room located in a building or structure that is operated as a hotel or motel, even if the room contains facilities for food preparation, shall not constitute a dwelling unit.

Irrigation meter means a water meter connected to the plumbing used solely for irrigation of landscaping, including, but not limited to, yards and gardens, but that is not connected in any manner to the plumbing that provides water supplied to the interior of a building and used for domestic purposes such as cooking, drinking, and bathing.

Owner means the owner of a property, his or her agent, or the operator of the property.

Sec. 110-32. Metering of a water service.

(a) *Meter required.* Water from the City water system shall be sold and delivered by the City through its mains only to persons at whose ~~premises~~ properties water meters, owned by the City, are installed. Except as provided in this section, in no case shall more than one building, business unit, or dwelling unit be served by a single water meter.

~~(b) Definitions. The following phrases have the meanings in this section:~~

~~*Business Unit* means a building or part of a building that is arranged, occupied, or intended to be occupied and used for commercial and not residential purposes. An area within a building shall be deemed to be a separate business unit if it is separated from other areas of the building by solid walls and have separate plumbing connections, including, but not limited to, sinks and/or toilets.~~

~~*Dwelling unit* means a structure or a part of a structure that is arranged, occupied, or intended to be occupied as a single family living quarters and includes facilities for food preparation and sleeping; however, a room located in a building or structure that is operated as a hotel or motel, even if the room contains facilities for food preparation, shall not constitute a dwelling unit.~~

~~*Irrigation meter* means a water meter connected to the plumbing used solely for irrigation of landscaping, including, but not limited to, yards and gardens, but that is not connected in any manner to the plumbing that provides water supplied to the interior of a building and used for domestic purposes such as cooking, drinking, and bathing.~~

~~(e)~~ (b) *When master metering permitted. A single master water meter may be installed to provide water service to:*

- (1) Buildings containing more than one dwelling unit;
- (2) A manufactured home rental community;
- (3) Buildings containing more than one business unit; or
- (4) Such other structures or developments ~~which~~ that the City Manager determines are constructed in a manner ~~which~~ that makes it impractical to separately meter each unit.

~~(d)~~(c) *Discontinuance of service for improper metering.* Not later than 20 days after receipt of written notice from the City that a person or entity is receiving water service from the City's water system in a manner not prescribed by this section or in violation of another law, the person receiving delivery of such water services must make the necessary changes to plumbing, including, but not limited to, obtaining required permits, paying applicable fees, paying past due charges, and thereafter, requesting and receiving from the City a separate water tap and installation of a water meter. If such person shall fail or refuse to comply with the provisions of this section within 20 days after receipt of such notice, the City may discontinue water service to the property without further notice; therefore, the City shall not reconnect service until compliance with all provisions of this section has been obtained and a reconnection fee paid to the City.

Sec. 110-33. Water and wastewater main extensions ~~charges inside City limits~~.

- (a) ~~Where no main in place.~~ Proposed developments shall conform to and be properly related to the master plans and shall meet the service levels specified in such plans.
- (b) The construction of public improvements within all developments shall be in conformance with the *Technical Construction Standards and Specifications* (TCSS) and any component or portion of the TCSS may be further amended by the city engineer at any time. The TCSS includes technical design and construction standards, specifications, and regulations that apply to all developments, together with all associated tables, drawings, and other attachments.
- (c) An analysis of the existing water and wastewater systems for available capacity shall be required for any development or redevelopment within the city excluding a platted single family lot. No development or redevelopment subject to this ordinance shall receive final approval, nor shall any building permit be issued, unless the city engineer has determined that adequate water and wastewater capacity is available or granted a variance to serve the proposed project. Any applicant seeking approval of a development or redevelopment subject to this ordinance shall submit sufficient information to allow the city engineer to evaluate water demand and wastewater generation associated with the proposed project. Such information may include, but shall not be limited to, site plans, land use descriptions, fixture counts, projected occupancy, and engineering studies.

(d) If the proposed development is subject to the city's Subdivision Code (see Chapter 82), the owner shall design and install new water and wastewater systems per city regulations, as specified within the city's Subdivision Code. Such owner shall do so at their expense.

~~(1) When change required. When application is made for service to premises not abutting on that part of any street or alley in which a water main is already laid, the applicant shall pay the water main extension charge and deposit, as required in this section, for extension of a main to serve his premises. Such charges are in addition to the service connection charge and all other regular charges of the department.~~

~~(2) Method of calculating extension charge.~~

~~a. The city shall, from time to time, determine a figure to be used in computing the amount of the water main extension charge. The basic contribution unit shall be such amount as in the opinion of the city will on the average fairly compensate the city for the cost of making water main extensions. The city may if it deems advisable establish different basic contribution units for the excavation of different types of soil and the installation of different sizes of mains.~~

~~b. The water main extension charge applicable to the premises to be served shall be determined by multiplying the basic contribution unit by the diameter in inches of the service connections to be installed, or the total of such connections if more than one are to be installed from the same premises, and by the number of feet of frontage or equivalent frontage of the property to be served. In addition thereto, the applicant shall pay the water main extension charge applicable to any other property owned by him and abutting on the main to be constructed, whether or not service to such other property is required at the time.~~

~~c. The front foot rates in this section are to be the basis for costs on property fronting on streets of the usual width and conditions in areas platted into the usual rectangular lots or tracts of land, with a depth of not to exceed 200 feet. Where lots or tracts have greater depth than 200 feet from the front street line, then the additional depth shall be paid for at the rate of 204.19 per acre for water connections. On lots or tracts of land extending through from one street to another, with frontage on both streets, and where the~~

~~distance between the street lines is 260 feet, or more, then the prorate charges provided in this section for shall be paid on both frontages when a connection is secured to the lot or tract. When lots or tracts are irregular in size or shape, then the pro-rata charges shall be based upon an equivalent rectangular lot or tract, using one front foot for each 100 square feet of area.~~

- ~~d. It is further provided that, if the extension of water mains under this article shall involve the removal of pavement in the construction therefor, then the cost of removing and repairing such pavement after the extension has been made shall be an additional charge against the property served.~~
- ~~e. The applicant shall also deposit, subject to refund as set forth in this section, an amount equal to the total of all water main extension charges applicable to all property lying between the property to be served, and the existing main from which the new extension is to be made.~~
- ~~f. In computing charges under subsection (a)(2)c of this section, the following shall not be included: (i) that part of the length of any main which lies across an intersecting street or alley; (ii) property already served from another main; (iii) property subdivided so as to front in such manner that, in the opinion of the director of water and wastewater utilities, it will be subsequently served from a different main; (iv) property of such character that, in the opinion of the director of water and wastewater utilities, it is not practical that water service will ever be rendered thereto; (v) that part of the cost of feeder mains, which exceeds the cost of installation of six-inch water mains. Provided, where a main has been or is to be laid in a particular location because of the manner in which lots have been platted in the area which such main would normally serve, and a building site has been so laid out as not to conform to the platting of the lots, and as a result thereof, the serving of such building site requires the laying of a main which otherwise would not have been necessary, the main extension deposit shall be computed without deducting the frontages described in items (ii) and (iii) of this subsection.~~

- ~~(3) Extension not mandatory when cost is excessive. The city shall not be required to install any main or appurtenances if the cost to the city, above the amount paid by the applicant, is so great that, in the opinion of the~~

~~city, the expense is not justified on sound business principles. In such cases, mains and appurtenances may be installed under special contracts authorized by the city council.~~

~~(b) — Where main is in place.~~

~~(1) — When change required. When application is made for service to premises abutting on that part of any street or alley in which a water main is already laid, if the water main extension charge applicable to the premises has not already been paid by the applicant or his predecessor in title, the applicant shall pay such charge in addition to the service connection charge and all other regular charges of the water department. Provided, if before the effective date of the ordinance from which this article is derived, a contribution to the laying of that part of the main which abuts the premises has been made by the applicant, the amount of such contribution shall be deducted from the water main extension charge.~~

~~(2) — Method of calculating extension charge. The water main extension charge payable under subsection (b)(1) of this section, shall be computed as under subsection (a)(2) of this section, except that no deposit will be required as under subsection (a)(2)c of this section. The basic contribution unit to be used shall be that which is in effect at the time the application is made.~~

~~(c) — Replacing main with larger size. When application is made for a service connection over 1½ inches in diameter and furnishing such connection will require the replacement of an existing main with a main of larger size, the applicant shall pay a water main extension charge and deposit in the same amount as if the new main were being laid as an original installation. In this connection other properties which were connected to the smaller main or were entitled to connection thereto without paying a water main extension charge, and which do not require the large main, may be connected to the larger main without paying part of the cost thereof.~~

~~(d) — Existing lines exempt. All property platted into lots or tracts within the city limits, as shown on the official map, and having adequate existing water mains installed by the city, at the effective date of the ordinance from which this article is derived, shall be exempt from the pro rata charges for the water mains as to the existing adequate mains. When it becomes necessary that existing water mains must be enlarged or where such property is later subdivided, whereby an extension or enlargement of the water main is required to serve such property, then the terms of this article shall govern;~~

~~providing, however, that if the property owner or developer has already paid or contributed toward any of the existing lines, or is receiving or is entitled to receive water service, then the property properly served or entitled to be served by the existing mains without extensions or the enlargement thereof shall be exempt from the pro rata charges for the enlargement and extension of such water main.~~

Sec. 110-34. Service connections.

(a) ~~Construction~~ Installation and maintenance.

- (1) ~~Consumer~~ Owner bears expense inside property lines. The ~~consumer owner shall be~~ is responsible for the expense of installing~~ation~~ and ~~maintenance of maintaining water and wastewater service installations connections~~ inside his property line within the property. The city requires the placement of meter boxes on public property, such as the right of way. However, w~~When~~ the location of the meter box outside the property line is not practical, ~~the a~~ meter box ~~shall~~ may be located on the ~~consumer's premises~~ owner's property near the point where the service ~~pipe line (main)~~ crosses the property line, and where the city is able to access the property and meter ~~will be accessible~~ at all times for installation, inspection, testing and reading. The owner may not charge the city any rent, fee, or other charge ~~No rent or other charge shall be made by the consumer against the department~~ for placement of the meter box, service pipe or any other equipment upon the ~~consumer's premises owner's property~~. The ~~consumer owner~~ shall, at his own expense, furnish, install, and ~~keep~~ maintain in good condition all equipment for receiving, controlling, and/or utilizing water and wastewater services within his property line. ~~The city shall not be responsible for any loss or damage caused by the improper installation, condition, or use of such equipment or by a negligence or wrongful act of the consumer or his agents, employees, or licensees. The city does not assume the responsibility of inspecting any part of the consumer's installation.~~

- (2) City ~~bears~~ responsible for meter installation, ownership, and maintenance.

- a. ~~After payment of the connection charges required in subsection (b) of this section~~ Following submission of a complete application by the owner, to include payment, the ~~water department~~ city will furnish, install, own, and maintain all meters and all pipes, equipment and materials connecting the meter with the water

~~main, and title to all such installations shall remain with the water department.~~

- b. The ~~city meter box and service pipe shall be~~ will located ~~and install the meter box and service pipe~~so as to avoid hazards to persons or property, ~~and to prevent~~ damage to the equipment, and ~~to provide~~ for convenience of the meter reading route as approved by the ~~director of water and wastewater utilities~~ City Manager.
- c. ~~Batteries of~~ The city may install multiple meters ~~may be installed~~ instead of a single meter. ~~Tand will determine~~ the size of a service connection where ~~a battery of multiple meters is~~ are used ~~shall be determined~~ by the flow capacity of all the meters ~~in the battery~~ as compared to a single larger meter.
- d. The city may remove a Any service or installation that is inactive for more than three years, ~~may be removed by the water department~~ and such removal will automatically terminate the contract made by the applicant for that part of the service installation so removed.

(3) *Care, reporting, responsibility for damaged meters.*

- a. Any person removing the meter box cover or lid shall properly replace the meter box cover or lid. The ~~consumer owner~~ shall promptly report ~~to the department~~ any broken meter box covers or uncovered meter boxes to the City.
- b. The ~~consumer owner~~ shall promptly report to the ~~department~~ city any defect in the service for which the ~~department~~ city is responsible, and any defect for which the ~~consumer owner~~ is responsible, unless such defect is promptly corrected.
- c. Any damage to equipment belonging to the city caused by the negligence or wrongful act of the ~~owner consumer, or his agent, employee, or licensee,~~ shall be paid for by the ~~consumer owner~~ upon presentation of a bill therefor.

(b) *Connection charges.*

- (1) *Application.* Upon application for a service connection, including the payment of the required fee and payment of the charge therefor, as provided in this section, the ~~water department~~ city will install a service

~~pipe line of an suitable capacity~~ appropriate size from the main to the property line of the ~~premises property that~~ ~~which~~ abuts on that part of any ~~street or alley~~ right-of-way (e.g. street) in which there is or is to be laid a main of sufficient size to supply the required service. When applicable, an owner must complete an application requesting that the city install service lines and equipment necessary to receive services.

- (2) *Charge paid in advance.* The ~~applicant owner~~ shall pay the city in advance a service ~~connection charge equal to the estimated cost, as determined by the director of water and wastewater utilities, of the labor and materials used in making the service connection, except the cost of standard three-quarter inch water meters fee for making the service connection.~~ In addition, the owner shall pay for the ~~The~~ cost of meters larger than three-quarter inch standard meters shall be borne entirely by the applicant and such cost will be included in the service connection charge to be paid in advance of making the service connection. ~~Provided, in lieu of paying the estimated cost the applicant may at his option deposit an amount equal to the estimated cost, plus 25 percent, in which case the actual cost shall be paid out of the deposit and any balance remaining shall be refunded to the applicant.~~ Where the City Manager determines that the applicable fee will not cover the estimated connection costs, the city may require payment greater than the fee amount, with any unused funds to be returned to the owner.
- (3) *Additional charges.*
- a. In addition to the service connection charge, the ~~applicant owner~~ shall pay the city in advance any water main extension charge ~~which that~~ may be chargeable to the ~~premises property~~ to be served, unless such charge has already been paid.
- b. ~~In case the~~ Where an application is ~~for to~~ increase ~~in~~ an existing service connection, whether by substituting a larger size of pipe or by adding an additional connection, the ~~applicant owner~~ shall ~~in every case~~ pay the city, in addition to the service connection charge, a water main extension charge equal to the amount of the water main extension charge ~~which that~~ would be applicable to the installation applied for if there had been no main in place, less the amount of water main extension charge ~~which that~~ would be so applicable to the existing installation. In this connection, charges based on other property owned by the ~~applicant owner~~

and deposits based on the property of others are not to be included.

- c. In case the application is for an additional service connection for the purpose of supplying water to different ~~consumers~~ customers occupying the same building on property already served, no water main connection charge need be paid provided no water main extension has to be made to install the additional service connection and the application is for the same size service connection as that already installed.

d. Where a customer owes charges for services at previous residence, the city shall transfer the charges to the new account.

Sec. 110-35. Extension of utility ~~water~~-mains outside city limits.

- (a) *Water supplied outside city; limitations.* The city ~~will~~ may supply ~~water~~ utility service beyond ~~outside~~ the city limits in accordance with the provisions of this article, or other ordinances and policies ~~not in conflict herewith, and such rules not in conflict with any ordinance, as have been or shall be~~ adopted by the city council.
- (b) ~~Plumbing code~~ City regulations enforced. Where an extension is authorized pursuant to subsection (a), the city shall neither approve nor connect to any utility connections beyond the city limits~~No permanent water connection shall be made to any customer outside the city limits~~ unless all ~~plumbing is~~ facilities are installed in accordance with ~~the plumbing code of the city~~ regulations. Following connection and service, the owner shall maintain and operate the service and service connections in accordance with state and local laws~~and providing further that such property has adequate sanitary facilities for water flush toilets, connected to a sanitary sewer system, with a state-approved disposal plant or a state-approved septic tank; and further providing that a soil percolation test shall be run to determine the suitability of a septic tank before an application for water service is accepted.~~
- (c) *Plat approval required.* Where an extension is authorized pursuant to subsection (a), the city shall not connect to any utility connections beyond the city limits~~No parcel or tract of land outside the city limits shall ever be served with water which may be owned, controlled, or distributed by the city, unless and until a plan, plat or replat shall have been approved in the manner and by the authority provided for in Title 10, Chapter IV, of the former Code of~~

Ordinances unless the owner and/or property is in compliance with the city's Subdivision Code.

- (d) *Submission of application.* An owner may apply for an extension of utility service(s) beyond the city limits, city council may require annexation of the area to be served and other conditions prior to extending service, all of which may be pursuant to a development agreement ~~After the provisions of subsections (a), (b) and (c) of this section have been complied with, formal application shall be made to the city by the applicant. The city engineer and the director of water and wastewater utilities shall make an estimate of the cost of the proposed installation of such water system, a copy of which shall be given the owner or his duly authorized agent, without charge.~~
- (e) *Cost of ~~water~~ utility main extensions paid by owner.* ~~Upon request of the owner, or his duly authorized agent, all water main extensions provided for in this article shall be laid, constructed, and installed directly by the city upon the payment of the estimated cost, plus 25 percent for contingencies, and the difference in the actual cost and the amount deposited shall be reimbursed to the owner or his duly authorized agent, or if the actual cost of construction is in excess of the amount deposited, then the owner or his duly authorized agent shall pay to the city the amount due to cover the actual cost of construction before receiving any water service from the city~~ The owner shall be responsible for all costs to extend utility mains to his or her property.
- ~~(f) *Alternate method of payment.* The owner or his duly authorized agent may exercise the option of installing a complete water system including all mains, valves, and fire hydrants, meters and all appurtenances thereto, through a private contractor. It is further provided that the water mains constructed through a private contractor shall be subject to all requirements, specifications, and regulations of the city, concerning water mains to be connected to the water system of the city, and that no private contract shall be let except upon written approval of the city manager, and further providing that before the city manager shall give written approval as provided in this article or before the city shall proceed with any installation of any water mains, a contract shall have been executed by and between the city council of the city and the owner, or his duly authorized agent, of a parcel or tract of land to be served water from the city; expressly providing that all such water mains, valves, fire hydrants, and all appurtenances thereto, shall be and become the property of the city immediately upon their installation and construction, free and clear of all liens, claims and encumbrances, and providing further that such contract and agreement shall stipulate the water rates that are applicable to the area to be served as shown on such plan, plat or replat of such~~

~~subdivision. It is further provided that the city shall never reimburse, in money, water or thing of value, any part of the cost of the installation of any water mains, valves, and all appurtenances thereto, that are laid, constructed, or installed outside the city limits from and after the effective date of the ordinance from which this article is derived. It is expressly provided that all contracts relating to the supplying of water outside the city limits that have heretofore been executed by the city council are hereby excluded from the provisions of this article.~~

Sec. 110-36. Where front foot rule inequitable; no vested rights.

~~The intent and purpose of this section is to provide an equitable charge for water connections as a proportionate distribution of the cost of water main extensions to serve property within the city on a front foot basis in accordance with section 110-33(a). In case a property or tract is so situated or shaped that the front rule creates an inequitable basis as between it and other tracts of land in the city, then, in that event, the director of water and wastewater utilities, the city engineer and the city manager shall determine the proper charges in accordance with the intent and purpose of this article. No person shall acquire any vested rights in any water mains or water connections under the terms and provisions of this article.~~

Sec. 110-37. ~~Temporary and permanent~~ Private water mains prohibited.

~~There shall be no privately owned mains carrying city water in public streets or public alleys, and there shall be a water main in the public street or public alley right-of-way abutting the property premises to be served before a the city will authorize a service connection shall be made, provided, however, that when water service is required by an owner of real property on which there now exists or is planned for immediate construction, a dwelling or other structures or improvements requiring domestic water service, and there is no water main adjacent to such property, the director of water and wastewater utilities may grant permission to such application to have a service connection and meter set at the nearest existing main without payment of water main extension charge. The applicant must agree in writing to the following conditions: to pay all cost of installation and maintenance of a pipeline from the service connection and meter to his property and assume all responsibility, liability for, and the payment of all costs and damages growing out of the installation, operation or failure of such pipeline; that the connection and pipeline shall be installed and used as a temporary arrangement only; that no water shall be conveyed through such connection and pipeline for the use of any residence or property other than the property for which it was originally intended; and that at such time as a regular, permanent water main may be installed to serve the property under this agreement, and on written demand of the director of water and wastewater~~

~~utilities, the applicant will pay the regular water main extension charge, will install a regular water service at his expense, and will discontinue the use of the temporary connection and pipeline.~~

Sec. 110-38. Access to premises.

~~The city shall have the right to enter at any reasonable hour any property receiving water and/or sanitary sewer service from the city for any purpose relating to the provision of such service.~~ Authorized employees of the city showing proper credentials and identification shall, at all reasonable hours, have free access to properties to ascertain whether provisions of this article have been and are being complied with in all aspects; however, this section does not authorize entry into a residence without consent of the owner or occupant or an authorized warrant.

Sec. 110-39. Interfering with ~~department~~ city installations.

It is unlawful for any ~~No~~ persons except a duly authorized employee of the city ~~shall to~~ connect or disconnect the consumer's a customer's service ~~with the water main, or to~~ operate water main valves, or to remove, reset, or interfere with meters owned by the city.

Sec. 110-40. Discontinuance ~~or suspension~~ of service.

- ~~(a) The city shall have the right to discontinue the service and apply any of the customer's water service guarantee or deposit to payment of amounts owed the city for the excessive waste of water, for the nonpayment of any part of any bill, for the violation of any part of the city's plumbing code, for the piping of service along or across streets, alleys or property of others without the written consent of the city, for using a service without applying for and signing the proper contract, or for the violation of any provisions of this article or any lawful rule of the city.~~
- ~~(b) Water service shall be discounted by the director of finance when it is found that the information given on the application does not accurately describe the property, or the proper water main extension charge for serving the property, if such charge be applicable, has not been paid.~~

- (a) The city may disconnect any or all utility services to a customer after proper notice under any of the following circumstances:

- (1) *Non-Payment of a Bill.* If customer fails or refuses to pay all or any portion of a bill for utility service within twenty-five (25) days from the issuance of a bill for utility service, whether or not based upon estimated

or actual consumption. Failure to pay a returned check or returned ACH draft or a check and the associated fees within ten (10) days of the notice of the returned item. City will not accept checks after disconnection for non-payment;

(2) *Interference with Service.* If customer violates any city rule, regulation, or ordinance pertaining to the use of utility service;

(3) *Failure to Make Application for Service.* If customer fails or refuses to make application for service in accordance with city rules and regulations;

(4) *Failure to Comply with Contract.* If customer fails or refuses to perform any obligation contained in any contract for utility service including payment arrangements;

(5) *Refusal of Access.* If customer fails or refuses to provide city reasonable access to City's facilities located on customer's property;

(6) *Comply with Law.* If customer fails or refuses to comply with any federal, state, city, or other law applicable to the utility service or services provided;

(7) *Back billing.* If Customer fails or refuses to timely pay any bill for services provided, previous under billing, whether caused by meter inaccuracy or failure to register, misapplication of rates, or otherwise;

(8) *Deposit.* If customer fails to comply with the city's deposit requirements.

(b) The city may disconnect any or all utility services to a customer without notice under any of the following circumstances:

(1) *Hazardous Condition.* When, in the city's sole opinion, a hazardous public health or public safety condition exists in or on the customer's property, installation, or equipment;

(2) *Service is Connected or Reconnected Without Authority.* Where service is connected without city's authority by a person who has not made application for service, or where service has been reconnected without city authority following termination of service;

(3) *Meter Tampering and Unauthorized Use of Service.* If city's meter or service facilities that serve a property have been tampered with or

bypassed; or a customer uses the utility service in a manner not authorized under the city's rules and regulations or there has been a theft of service.

Sec. 110-41. ~~Water and sewer~~ Utility bills—When due and payable.

~~The rates and charges fixed and prescribed in this article shall be paid by users of the waterworks and sanitary sewer system-~~ It is the responsibility of all utility customers to pay monthly bills to the city on or within 15 days of the date on the bill.

Sec. 110-42. Penalty for late payment.

Any user or customer of the system who does not pay the amount due by such user or customer within 15 days of the date of the bill shall be charged a penalty ~~in the amount of ten percent of the current amount of such bill~~ as specified within the city's fee schedule. Any citizen whose sole income is received on a once-a-month basis may make written application to the city for an exemption ~~of the penalty from this timing, such exemption to be updated every 12 months~~. No penalty will be charged for late payments on such exempted accounts. ~~If an exempted account should become delinquent to the point of termination of service twice in any 12-month period, such exemption will be discontinued.~~

Sec. 110-43. ~~Service disconnected for failure to pay bill; r~~ Reconnection charge for disconnected service.

If any customer ~~does not~~ fails to pay any bill in arrears and all other rates and charges due and payable within 25 days of the date of the bill, ~~it is hereby made the duty of the director of finance to~~ the City Manager may cause ~~such~~ water service to be disconnected, and whenever the amount past due and delinquent is paid by such user or customer, such service may be resumed, but there shall be a reconnection charge ~~of \$10.00 as specified in the city's fee schedule~~ payable in advance of such reconnection. The reconnection charge for water service shall be not less than the actual cost to the city for disconnecting and reconnecting the water and ~~sewer wastewater~~ service. If more than one trip is necessary, then an additional charge of such reconnection fee shall be made for each trip.

Sec. 110-44. Meter deposits.

- (a) ~~Credit reference letter; d~~ Deposit. Prior to installation of service, ~~the a~~ prospective customer shall pay a deposit to the city as specified in the city's fee schedule or have an acceptable credit score provided by the city's third-party utility credit rating service. ~~provide a credit reference letter from their prior utility company stating that their bills for at least the preceding 12 months were~~

~~paid in full and on time. If such a letter cannot be provided, the prospective customer shall make a deposit as follows:~~

~~(1) — Residential — \$40.00.~~

~~(2) — Commercial — \$65.00 minimum, or a maximum of double the amount of estimated average monthly usage; the actual amount of the deposit to be set between such minimum and maximum by the director of finance~~
The city's deposit for commercial customers will be based upon the customer's bill history at a previous location or the history at the current location for a similar use. If neither method is available or is not relevant in the sole discretion of the City Manager, then city will apply the fee listed in the city's fee schedule.

- (b) Waiver. If the owner ~~or owners~~ of a commercial account ~~have already~~ has established a satisfactory credit history with the city in the City Manager's sole discretion, and the ownership is exactly the same, the City Manager's may waive the deposit ~~may be waived by the director of finance~~.

Sec. 110-45. Deposits applied to delinquent bills.

All required customer deposits required shall be held by the city as security for the payment of utility charges. Upon termination of service, the city shall apply the deposit to any unpaid balance then owing to the city for utility services, fees, or penalties. If a customer becomes delinquent in payment of utility charges prior to termination of service, the city may apply the customer's deposit to the delinquent account. In such event, the customer shall be required to restore the deposit to its original amount as a condition of continued service. Any remaining balance of the deposit, after application to the customer's account, shall be refunded to the customer within thirty (30) days following termination of service. ~~Any person who becomes delinquent in payment of a sewer service charge, and his water deposit is not entirely consumed by delinquent bills, shall forfeit the balance of such deposit, if any, and such unconsumed balance shall be applied to such delinquent sewer charge.~~

Sec. 110-46. Refund of ~~meter~~ deposits.

If a ~~meter~~ residential customer provides a deposit for utility services to the city ~~has been made by, or for the account of, the owner of residential property or by or for the operators of commercial businesses to which service is furnished, and such person has, and if the customer promptly paid~~ ys all charges due the city for ~~a period of 12 consecutive months, then, at the expiration of such 12-month~~ this period, the city shall refund the meter deposit ~~shall be refunded and applied by applying it to their~~

utility account. Commercial customers providing a deposit for utility service shall similarly receive a refund of the deposit after a period of 24 consecutive months of proper payment.

Sec. 110-47. Free service prohibited.

The city shall charge for No-free utility service shall be allowed, and to the extent the city receives these and its various departments avail themselves of the services afforded by the waterworks, they city shall pay the same rates charged other similar customers.

Sec. 110-48. Water and ~~sewer~~ wastewater rates.

(a) *Water service.* Every residential and commercial customer with an account consumer and user of the municipal with the city's water system shall pay ~~to~~ the city a charge for the ~~use of the~~ water provided, which is calculated as follows:

(1) Monthly account ~~maintenance~~ fee; plus

(2) The water consumption charge.

~~(b) Definitions. The words and phrases defined in section 110-32(b) shall have the same meanings in this section.~~

~~(e)~~ *Monthly account maintenance fee defined.* The city charges aA monthly account maintenance fee of \$10.00 shall be paid with respect to each water meter through which water service is provided, regardless of the classification of the water user. The fee is specified within the city's fee schedule.

~~(d)~~ *Water consumption charge.* The water consumption charge shall be calculated as follows:

(1) *Residential rate.* The residential rate for water service provided to one or more dwelling units, known as the water consumption charge, shall be ~~determined as follows~~ charged pursuant to the city's tiered rate structure as specified within the city's fee schedule, which city council considers and approves on an annual basis as part of the budget.:

~~a. If the meter through which water is provided is serving only one dwelling unit, the water consumption charge shall be an amount equal to:~~

- ~~1. For water consumed during the billing period up to the 6000th gallon, an amount equal to \$2.32 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~2. For the 6001st to the 15,000th gallon consumed during the billing period, \$2.65 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~3. For the 15,001st gallon to the 25,000th gallon consumed during the billing period, \$3.36 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~4. For the 25,001st gallon to the 50,000th gallon consumed during the billing period, \$4.19 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~5. For water consumed during the billing period in excess of the 50,000th gallon, \$5.13 for each 1,000 gallons of water or fraction thereof.~~

~~b.~~ If the water meter through which the water is provided is serving a multifamily residential unit, the water consumption charge shall be charged similarly and apply to each meter belonging to a multifamily residential unit determined by multiplying the number of dwelling units served by the master meter by the average dwelling unit consumption charge. ~~The average dwelling unit consumption charge shall be determined as follows:~~

- ~~1. Divide the total consumption indicated on the master meter for the billing period by the number of dwelling units served by the master meter; then~~
- ~~2. Using the number determined by subsection (d)(1)b.1 of this section, determine the amount that would constitute the water consumption charge for each dwelling unit as if the dwelling unit were served by an individual meter pursuant to subsection (d)(1) of this section.~~

(2) ~~Nonresidential Commercial rate.~~ The nonresidential commercial rate for water service provided to one or more business units through individual or master meters, known as the water consumption charge shall be charged pursuant to the city's tiered rate structure as specified within the

city's fee schedule, which city council considers and approves on an annual basis as part of the budget.~~calculated as follows:~~

- ~~a. For water consumed during the billing period up to the 25,000th gallon, an amount equal to \$2.65 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~b. For the 25,001st gallon to the 50,000th gallon consumed during the billing period, \$2.87 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~c. For water consumed during the billing period in excess of the 50,000th gallon, \$3.09 for each 1,000 gallons of water or fraction thereof.~~

- (3) *Irrigation rate.* For water service provided through an irrigation meter, the water consumption charge shall be charged pursuant to the city's tiered rate structure as specified within the city's fee schedule, which city council considers and approves on an annual basis as part of the budget.~~determined as follows:~~

- ~~a. For water consumed during the billing period up to the 15,000th gallon consumed during the billing period, \$3.36 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~b. For the 15,001st gallon to the 25,000th gallon consumed during the billing period, \$4.19 for each 1,000 gallons of water or fraction thereof; plus~~
- ~~c. For water consumed during the billing period in excess of the 25,000th gallon, \$5.13 for each 1,000 gallons of water or fraction thereof.~~

~~For an irrigation meter which serves a residential development, the water consumption charge shall be determined by multiplying the number of residential units whose landscaping, including yards and gardens, is served by the irrigation meter, by the average residential unit consumption charge. The average residential unit consumption charge shall be determined by: (i) Dividing the total volume indicated on the irrigation meter for the billing period by the number of residential units served by the irrigation meter; then (ii) Using this derived number, determine the amount that would constitute the water consumption charge for each residential unit as if the residential unit were served by an individual meter.~~

- (4) *Customers outside the city.* The monthly account maintenance fee and the water consumption charge for customers of water service located outside the incorporated limits of the city shall be calculated on the same basis as set forth in subsections (d)(1), (2) and (3) of this section, with a multiplier of 1.5.
- (5) ~~Business use of dwelling unit. If a dwelling unit is also used for nonresidential purposes, the charge for water service shall be determined as follows:~~
- ~~a. If the nonresidential use constitutes a home occupation the charge shall be calculated using the water consumption charge for residential customers;~~
 - ~~b. If the nonresidential use does not constitute a home occupation the charge shall be calculated using the water consumption charge for nonresidential customers.~~
- (ed) ~~Sewer~~ Wastewater service. Where a customer only receives wastewater service from the city, the customer ~~Every consumer and user of the municipal sanitary sewer system~~ shall pay ~~to~~ the city a charge for the use of the system, which is calculated as follows:
- (1) Monthly ~~sewer~~ wastewater account ~~maintenance~~ fee; plus
 - (2) ~~Sewer~~ Wastewater use charge.
- (fe) ~~Monthly sewer wastewater account maintenance fee defined.~~ The city charges a monthly sewer wastewater account maintenance fee of \$7.00 shall be paid with respect to each water meter through which water service is provided, regardless of the classification of the water user and regardless of whether or not the water user is receiving water service from the city. The fee is specified within the city's fee schedule.
- (gf) ~~Sewer~~ Wastewater use charge. The ~~sewer wastewater~~ use charge shall be charged pursuant to the city's rate structure as specified within the city's fee schedule, which city council considers and approves on an annual basis as part of the budget. ~~as follows:~~
- ~~(1) Residential rate. The sewer use charge for each residential user of the city's sanitary sewer system shall be calculated as follows:~~

- a. ~~Determine the total number of gallons of water consumed during the months of December, January, and February, as indicated on the customer's water bills for the months of January, February, and March, respectively; then~~
 - b. ~~Divide by 3,000; then~~
 - c. ~~Multiply by:~~
 - 1. ~~\$2.76, for customers located inside the city's incorporated limits; or~~
 - 2. ~~\$4.13 for customers located outside the city's incorporated limits.~~
- (21) Annual recalculation of residential ~~sewer~~ wastewater use charge. The ~~sewer~~ city recalculates the wastewater use charge for each residential ~~sewer~~ wastewater customers ~~will be recalculated annually within the city limits on an annual basis using the average water use for that account during December, January, and February.~~ The recalculation ~~shall be is~~ effective on the city's bill to the customer's ~~first bill received~~ on or after April 1 of each year.
- (32) ~~Sewer~~ Wastewater charges for current customer. In calculating the monthly ~~sewer~~ wastewater charges for a current city residential ~~sewer~~ wastewater customer who moves to another property where city ~~sewer~~ wastewater services are to be provided, the ~~sewer~~ wastewater use charge for the residence shall be the same as ~~established~~ calculated at the previous property until the next ~~annual~~-recalculation pursuant to this section ~~in accordance with subsection (g)(2) of this section.~~
- (43) ~~Sewer~~ Wastewater charges for customer with no previous history. In calculating the monthly ~~sewer~~ wastewater charges for a city residential ~~sewer~~ wastewater customer who has no previous history as a city water and ~~sewer~~ wastewater customer, the ~~sewer~~ wastewater use charge shall be ~~based on a water usage of 4,000 gallons per month~~ as specified within the city's fee schedule based upon gallons per month until the next ~~annual~~ recalculation ~~in accordance with subsection (g)(2) of~~ pursuant to this section.
- (4) Wastewater charges for customers with no water meter. The monthly wastewater use charge for customers of wastewater service without a city

water meter shall be calculated on the same basis as set forth in subsection (f)(3) of this section, with a multiplier of 1.5.

- (5) ~~Nonresidential Commercial~~ rate. The ~~sewer wastewater~~ use charge for each ~~non-residential commercial~~ user of the city's sanitary ~~sewer wastewater~~ system shall be calculated pursuant to the city's rate structure as specified within the city's fee schedule. ~~as follows:~~

a. ~~Determine the total number of gallons of water metered during the billing period; then~~

b. ~~Divide by 1,000; then~~

c. ~~Multiply by:~~

1. ~~\$3.03, for customers located inside the city's incorporated limits; or~~

2. ~~\$4.55, for customers located outside the city's incorporated limits.~~

- (hg) No ~~sewer wastewater~~ charges for irrigation meter. ~~Sewer Wastewater~~ charges shall not be billed for water ~~consumed~~ used through an irrigation meter.

- (ih) *Contract rates.* The city council may from time to time enter into contracts with governmental entities, municipal utility districts or other special districts ~~which~~ that provide water and/or wastewater services to retail customers, or other owners of water and/or wastewater systems wherein the city establishes the rates ~~are established by such~~ through a contract. Any rates established by this type of contract ~~with the city~~ shall ~~control~~ apply instead of ~~over~~ the rates ~~established in this section~~ specified in the city's fee schedule.

- (ji) *Additional rate changes.* The city may adjust the rates, fees, and charges applicable to its water and wastewater services ~~established by this section may be adjusted~~ from time to time ~~by ordinance~~ as may be necessary to produce sufficient revenues to:

- (1) Pay for all operating, maintenance, depreciation, replacement, and betterment costs of such water and wastewater systems;
- (2) Establish and maintain special revenue bond funds and reserve funds as required by bond covenants that currently exist or shall in the future exist, sufficient to pay the interest and maturities of such revenue bonds

as may be outstanding as they become due, and to support the bonded debt that may accrue against future revenue bond issues made necessary for capital improvements required to maintain adequate water and wastewater systems for all residents living within the limits of the city and its extraterritorial jurisdiction; and

- (3) Pay all outstanding indebtedness against the city water and wastewater systems when debt becomes due for payment.

~~Sec. 110-49. Tapping fees.~~

~~The tapping fee applicable to users of the city's waterworks and sanitary sewer system shall be not less than the actual cost to the city.~~

~~Sec. 110-50. Charge for additional trips for new service.~~

~~If a request for new service and more than one trip by a city crew is made, an additional amount of \$10.00 shall be charged for each such additional trip.~~

~~Sec. 110-51. Wastewater capital recovery fees.~~

~~(a) — *Imposed.* A capital recovery fee is hereby imposed upon new, or expanded, water connections to premises served by the wastewater system of the city. It is the intention of the city to limit the amount of such capital recovery fees by the maximum allowable impact fee permitted by state law, even though some of the capital recovery fees imposed in this section may not be impact fees. Furthermore, it is the intention of the city to limit the expenditure of capital recovery fees collected under this section only for those purposes permitted by state law on impact fees. It is the intention of the city to conform its imposition and collection of capital recovery fees to the provisions of V.T.C.A., Local Government Code § 395.001 et seq., and all provisions of this section should be so interpreted. Pursuant to this policy, the city hereby adopts the land use assumption plan, the capital improvements plan, the consumption table, and the maximum allowable impact fee of \$1,118.00.~~

~~(b) — *Fees additional.* The capital recovery fees imposed in this section are in addition to utility tap fees, sewer rates, water rates and reimbursement fees.~~

~~(c) — *New connections.* A capital recovery fee shall be paid for any new connection to the city wastewater system.~~

~~(d) — *Addition, expansion, remodeling, other change of use.*~~

~~(1) — A capital recovery fee shall be paid in the event of addition,~~

~~expansion, remodeling, or other use, which requires an increase in water service size.~~

~~(2) The amount of the fee for increased service shall be calculated by subtracting the fee for the existing service from the amount of the fee for the new service.~~

~~(3) A change of use resulting in decreased water service shall not entitle any person to any refund.~~

~~(4) No fee shall be paid where a structure is being replaced because of demolition, fire, or other natural causes, and where the replacement would call for a capital recovery fee of the same amount, or less, than before.~~

~~(e) Payment required prior to connection to system. No new connection to the city wastewater system shall be made until the capital recovery fee has been paid.~~

~~(f) Fee required prior to issuance of building permit for change of use. If a change of use requiring a higher capital recovery fee, then no building permit shall be issued until the capital recovery fee has been paid.~~

~~(g) Fees. The amount of capital recovery fees imposed are as follows:~~

~~(1) Single family dwellings \$500.00~~

~~(2) Multifamily dwellings (apartments, condominiums):~~

~~a. Efficiencies and one bedroom units, per unit 200.00~~

~~b. Two bedroom units, per unit 350.00~~

~~c. Three or more bedroom units, per unit 500.00~~

~~(3) Hospitals, per bed 400.00~~

~~(4) Nursing homes, per living unit 100.00~~

~~(5) Hotels and motels, per unit 100.00~~

~~(6) Other commercial and industrial fees are determined by the size of the water meter:~~

Meter Size (Inches)	Fee
$\frac{5}{8}$ to $\frac{3}{4}$	\$—500.00
1	1,000.00
1½	1,500.00
2	2,000.00
3	4,000.00
4	5,000.00
6	7,000.00
Over 6	15,000.00

(h) — ~~Effective period; transferability.~~ A capital recovery fee payment shall be effective for a period of 24 months. If the wastewater connection has not been made within such time, no refund will be made. The fee may not be transferred to any other site, but the fee and the rights conferred thereby shall run with the original site, and be owned by succeeding owners.

(i) — ~~Authority of council to vary application of fee, etc.~~ The council may vary the application of this article, may grant exceptions, may accept lesser payments, and may accept payments of property in lieu of money, but only if the council finds:

- (1) — ~~The proposed development will result in substantial economic benefit to the community, and either:~~
 - a. ~~The proposed development will create a substantial number of new jobs in the community; or~~
 - b. ~~The city is selling, or will sell, substantial quantities of wastewater services to a single customer such as a city, utility district, other governmental agency or industry; or~~

- ~~(2) The applicant is a nonprofit organization building low cost housing for the needy.~~

~~(j) *Payment plan; real estate lien notes.*~~

- ~~(1) A person may, by complying with this article, defer the payment of capital recovery fees, and tap fees, but not reimbursement fees;~~
- ~~(2) The period of deferment shall not exceed three years.~~
- ~~(3) An annual interest rate of eight percent on unpaid fees shall be charged by the city. The unpaid fees and interest shall be due in equal monthly installments of up to 36 months. Each installment shall be applied first to the payment of accrued interest due on the unpaid fees and the remainder of each installment shall be applied to the reduction of unpaid fees.~~
- ~~(4) All owners of the property to be served by the wastewater system shall, prior to hookup, execute a real estate lien note secured by a deed of trust upon the real property served. Such lien shall be for the purpose of financing improvements to the premises and thus this lien shall be valid against a homestead. The owners shall be required, prior to hookup, to pay the recording fees for such deed of trust. The makers of the note may prepay all or any part of the fees due without penalty.~~
- ~~(5) If there is a default in the payment of the note, the unpaid principal balance of the note and earned interest shall immediately become due at the election of the city. The makers of the note shall waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests and notices of protest. The annual interest rate on matured, unpaid amounts shall be ten percent.~~
- ~~(6) Each maker of the note shall be jointly and severally liable for all obligations represented by the note.~~
- ~~(7) In addition to acceleration of the note and the remedy of foreclosure, the city may in the event of default in the payment of the note, discontinue water and sewer service to the property served by the wastewater system. Prior to discontinuing service, one notice of the default shall be sent by regular mail to the makers of the note at the address of the property served. Such notice shall~~

~~provide the makers of the note ten days from the date of the notice to cure the default. No further notice shall be sent.~~

~~(8) The remedies upon default enumerated in this section are not exclusive, but are cumulative.~~

~~(9) If the makers of the note request, in writing, the monthly installment amount may be included on water and sewer bill, as a reminder.~~

~~(k) *Deposit of fees into interest bearing accounts.*~~

~~(1) The capital recovery fees collected under this section shall be deposited in interest bearing accounts clearly identifying such account as "wastewater capital recovery fees." Interest earned on such funds shall be considered funds of the account, and shall be subject to all restrictions placed upon such funds.~~

~~(2) Expenditures of capital recovery fee funds shall be made only to pay the cost of constructing capital improvements or facility expansions, including the construction, contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the city, and for the payment of principal and interest on bonds, notes, certificates of obligation, or other obligations issued to finance capital improvements or expansions.~~

~~(3) The records of the accounts into which the capital recovery fees are deposited shall be open for public inspection and copying during ordinary business hours.~~

Sec. 110-52. Reimbursement fees.

~~There is hereby imposed a reimbursement fee upon persons making new, or expanded, connections to the water or wastewater system. Such fee shall be in those amounts as may be set forth in reimbursement contracts to reimburse those who have paid for the construction of oversize, or additional, facilities for future growth. Such reimbursement fee shall be paid prior to the time a person connects to the system, or, in the case of an increase in service, before such person obtains a building permit. The reimbursement fee is in addition to the capital recovery fee, the tap fee, and~~

~~sewer rates. Such reimbursement fee is not an impact fee and is not subject to statutory limitations on impact fees.~~

Sec. 110-~~53~~49. Sewer Wastewater line maintenance.

(a) Title to all sewer wastewater lines from private property to the city main ~~is in belongs to~~ the owner of the property utilizing the wastewater service connection. The owner shall maintain a~~All such sewer wastewater lines shall be maintained by the owner~~ in good working condition. If repair or maintenance of the sewer wastewater line requires exposing the line under the curb or pavement of the street, the owner shall notify the city water and wastewater utilities department, which shall perform the necessary work and charge the owner its actual expenses therefor, ~~except as provided in this subsection (b) of this section.~~ Such expenses shall include the cost of removing and repairing the curb and/or pavement for the sewer wastewater line maintenance and repair.

~~(b) If repairs to the sewer line which require excavation or curb or street pavement are caused as a direct result by negligence of the city or the city's contractor or by acts known as force majeure, then the city shall pay the expenses for the repairs.~~

Sec. 110-~~54~~50. Licensing and regulation of water wellsWater Wells.

(a) **Definitions.** For purposes of this section, the following words and phrases shall have the following meanings, unless a provision explicitly states otherwise:

~~Abandoned well means a well, the use of which has been permanently discontinued or for which there is no reasonable expectation for a return to service.~~

~~AWWA standards means the latest edition of the applicable standards as approved and published by the American Waterworks Association, 6666 West Quinney Avenue, Denver, Colorado, 80235.~~

~~City means the City of Kerrville, Texas or any authorized person acting on its behalf.~~

~~Complete water quality analysis means certified laboratory testing for total coliform bacteria, conductivity, total dissolved solids, hardness, alkalinity, pH, iron, sulfates, chlorides, and nitrate.~~

~~Contamination means any impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the water supply's quality and creates a health hazard.~~

~~Industrial wastes means all waterborne solid, liquid or gaseous substances that result from any process of industry, manufacturing, trade, or business.~~

~~Inoperative wells means unused wells that have not been plugged.~~

~~Manager means the person who is performing the duties of manager or director of the city's water and wastewater system or his authorized agent, deputy, or representative.~~

~~Pollution means the presence of any foreign substance that tends to degrade water quality so as to constitute a nonhealth hazard or impair the usefulness of the water.~~

~~Sanitary control easement means a legally binding document securing all land, within 150 feet of a water supply well location, from contamination or pollution hazards. This document must fully describe the location of the well and surrounding lands and must be filed with the county clerk's office to be legally binding.~~

~~Sewage means human excrement and wastewater resulting from household uses such as showers and dishwashing operations.~~

~~Surface water means all water in streams, rivers, lakes, ponds, and reservoirs, including any form of precipitation or stormwater.~~

~~Wastewater means liquid and waterborne industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions whether treated or untreated.~~ Purpose. In order to protect the public health, safety, and welfare of city residents and customers of the city's public water supply, including groundwater developed and supplied by the city, the city regulates the drilling and use of private water wells within the city's corporate limits pursuant to this section.

(b) ~~Abbreviations. The following abbreviations, when used in this section, shall have the designated meanings:~~

~~(1) HUWCD means Headwaters Underground Water Conservation District.~~

~~(2) Psi means pounds per square inch.~~

~~(3) TAC means Texas Administrative Code.~~

~~(4) TDLR means Texas Department of Licensing and Regulation.~~

~~(5) TNRCC means Texas Natural Resource Conservation Commission, or any successor agency designated by the Legislature of the State of Texas to perform the regulatory functions of the TNRCC. Prohibitions.~~

(1) It shall be unlawful for any person, firm, or corporation to drill or attempt to drill any water well within the city unless an exception exists as provided below.

(2) It shall be unlawful for any person to connect in any manner a private water well system to the city's water supply or distribution system.

~~(c) City driller's license required. Prior to the drilling of any water well within the corporate limits of the city, a license shall be obtained from the manager by filing an application with the manager. Exception. A property owner may seek approval from the city to drill a new water well. The city will grant approval to drill a water well when water service from the city or another public water system is not available as defined by the city's Subdivision Code and in the city's sole opinion, cannot be made available due to the isolated area of the property, the property's distance from the public water system, future or planned expansion of service by the public water system, and conformance of the requested well site's location with existing land uses and anticipated future land uses on the property and/or the surrounding area.~~

~~(d) Application for driller's license. An application for a license to drill a water well within the city limits shall contain the following: Requirements for construction of new wells. Where a proposed water well meets the exception as provided above, the water well shall meet the following:~~

~~(1) Two sets of plans and specifications showing: No new well site shall be located within 500 feet of a city groundwater or aquifer and recovery storage well (ASR), specifically the well-head for a particular well.~~

~~a. The location of the proposed well site, including its latitude, longitude, and street address;~~

~~b. The piping and equipment to be installed;~~

~~c. The name and address of the driller;~~

~~d. The name and address of the owner;~~

~~e. — Specifications for testing and cementing; and~~

~~f. — Any other information reasonably required by the manager.~~

(2) ~~A copy of a survey sealed by a registered professional land surveyor certifying that the requirements of subsection (g)(6) of this section have been met, or a recorded sanitary control easement which meets TNRCC requirements.~~ New water wells must be drilled, developed, and operated according to federal, state, and local laws, to including receiving a permit or registering with the Headwater Groundwater Conservation District.

(3) ~~A copy of a valid license to drill issued by HUWCD.~~ Upon completion of the construction of a well, the property owner shall furnish the City Manager with a complete log of the drilling activities within 30 days of well completion.

~~(4) — An application fee of \$50.00.~~

(e) ~~TDLR driller's license required. No water well shall be drilled, reworked, or reentered, unless the person, firm or corporation doing so is licensed to drill water wells by the TDLR. Normal maintenance of pumps, delivery pipe, rods leathers, wiring or sand removal need not be performed by a licensed driller.~~ Requirements for existing/new wells.

Each person owning a water well or hereafter drilling a water well in the city shall maintain and operate the well in accordance with federal, state, and local laws.

~~(f) — Water well construction. All water wells drilled within the city limits shall be constructed and completed in accordance with TNRCC Rules and Regulations for Public Water Systems (30 TAC § 290.38 et seq.), and applicable regulations promulgated by the HUWCD, as those regulations may be amended from time to time, which are incorporated by reference as if set forth fully in this section. In addition, all water wells drilled within the city limits shall be constructed as follows:~~

~~(1) — All wells shall be constructed in accordance with public drinking water supply standards; and~~

~~(2) — Wellheads and well vents shall be at least two feet above the highest known watermark or 100 year flood elevation (base flood elevation) as determined in accordance chapter 54, article II, regarding floodplain management; and~~

- ~~(3) No well other than a city owned and operated public drinking water supply well is permitted to be connected directly or indirectly to the city water system.~~

~~(g) Prohibited location of water wells. No well shall be drilled:~~

- ~~(1) Within 50 feet of a tile or concrete sanitary sewer, sewerage appurtenance, septic tank, storm sewer, or cemetery;~~
- ~~(2) Within 150 feet of a septic tank perforated drainfield, areas irrigated by low dosage, low angle spray on site sewage facilities, absorption bed, evapotranspiration bed, improperly constructed water well or underground petroleum and chemical storage tank or liquid transmission pipeline;~~
- ~~(3) Within ten feet of a sanitary sewer or storm sewer constructed of ductile iron or PVC pipe meeting AWWA standards, having a minimum working pressure of 150 psi or greater, and equipped with pressure type joints;~~
- ~~(4) Within 500 feet of:~~
 - ~~a. A sewage treatment plant;~~
 - ~~b. Animal feed lots;~~
 - ~~c. Solid waste disposal site;~~
 - ~~d. Lands on which sewage plant or septic tank sludge is applied; or~~
 - ~~e. Lands irrigated by sewage plant effluent;~~
- ~~(5) Within 300 feet of:~~
 - ~~a. A sewage wet well;~~
 - ~~b. A sewage pumping station; or~~
 - ~~c. A drainage ditch which contains industrial waste discharges or the wastes from sewage treatment systems;~~
- ~~(6) Within 150 feet of any property line unless a sanitary control easement covering that portion of the land within 150 feet of the well location is secured from all affected property owners and recorded in the real property records of the county, which easement shall provide that none of the contamination or pollution hazards described in subsection (h) of this section, nor any facilities that might create a danger of contamination or~~

~~pollution to the water to be produced from the well will be located within the easement. For the purpose of this easement, an improperly constructed water well is one which fails to meet the surface and subsurface construction standards for public water supply wells.~~

~~(h) Prohibited activities near wells. Notwithstanding any provision of this Code to the contrary, including, but not limited to, the provisions of title 11, chapter 1, the following shall be prohibited:~~

- ~~(1) The keeping of poultry or livestock within 50 feet of a water supply well or 150 feet of any public water supply well;~~
- ~~(2) The construction of a tile or concrete sanitary sewer, a sanitary sewer appurtenance, a septic tank, a storm sewer, or a cemetery within 50 feet of a water supply well or 150 feet of a public water supply well;~~
- ~~(3) The construction of a sanitary sewer or storm sewer constructed of ductile iron or PVC pipe meeting AWWA standards, having a minimum working pressure of 150 psi or greater, and equipped with pressure type joints within ten feet of a water supply well;~~
- ~~(4) No septic tank perforated drainfield, areas irrigated by low dosage, low angle spray on-site sewage facilities, absorption bed, evapotranspiration bed, improperly constructed water well or underground petroleum or chemical storage tank or liquid transmission pipeline will be permitted within 150 feet of any water supply well;~~
- ~~(5) No wastewater treatment facility may be constructed or operated within 500 feet of any water supply well;~~
- ~~(6) No wastewater wet well, wastewater pumping station, or drainage ditch containing industrial waste discharges or the wastes from any wastewater treatment system may be constructed or operated within 300 feet of any water supply well;~~
- ~~(7) No animal feed lot, solid waste disposal site, the application of wastewater plant or septic tank sludge, or irrigation of land with wastewater plant effluent will be permitted within 500 feet of any public water supply well.~~

~~(i) Notification of abandoned wells. All known abandoned or inoperative wells (unused wells that have not been plugged) within one quarter mile of any city public drinking water supply well shall be reported to the manager along with existing or potential pollution hazards, including, but not limited to, landfill and~~

~~dump sites, animal feedlots, military facilities, industrial facilities, wood-treatment facilities, liquid petroleum and petrochemical production, storage, and transmission facilities, Class 1, 2, 3 and 4 injection wells, and pesticide storage and mixing facilities. This information must be submitted prior to construction of any new water supply well.~~

~~(j) Logs and reports. Not later than 30 days of the completion of any new water well, or the reentry or reworking of a water well (in excess of normal maintenance), the driller shall furnish to the manager copies of the following data and reports:~~

~~(1) Geological log;~~

~~(2) Pressure cementing and surface protection data;~~

~~(3) Report of disinfection procedures;~~

~~(4) Bacteriological sample results;~~

~~(5) Complete water quality analysis report.~~

~~Such information and reports are obligations of both the owner and the driller, and either or both shall be liable under this section for failure to deliver such information to the manager.~~

~~(k)~~ f Abandoned and inoperative ~~water~~ wells. The record owner of land upon which any abandoned or inoperative water well is located ~~must~~ shall plug such wells ~~as provided by TNRCC rules, guidelines, or recommendations as they now exist or may exist in the future~~ in accordance with state law. An "abandoned well" is a well, the use of which has been permanently discontinued or for which there is no reasonable expectation for a return to service. An "inoperable well" means unused wells that have not been plugged.

~~(l) Contaminated wells. The record owner of land upon which any abandoned water well exists that is determined by the manager to be a source of contamination or pollution of any underground water supply shall immediately abandon and plug the well according to TNRCC rules, guidelines or recommendations, or immediately repair the well to eliminate any further possible contamination or pollution. The landowner shall be responsible for remediation and/or mitigation of any pollution or contamination which has occurred.~~

~~(m) Annual report. All owners of land within the corporate limits of the city with water wells located thereon, whether drilled hereafter or previously existing,~~

~~must between January 1 and June 1 of each calendar year, have a complete water quality analysis performed on the water from such well and provide the manager with a copy of the written results of the analysis.~~

- ~~(n) Conflicts with other regulations. If irreconcilable conflict between the provisions of this section and applicable regulations promulgated by the TNRCC or HUWCD, the most stringent regulation shall apply.~~
- ~~(o) Entry upon land. The manager or his designee, shall have the power to enter upon any property within the city limits for the purpose of inspecting water wells, water well sites, and the equipment and appurtenances thereto. Before entry upon such land, a reasonable effort shall be made to notify the owner thereof.~~
- ~~(pg) Penalty. Any violation of this section is a misdemeanor as provided in section 1-87 of this Code. The penalty for a violation of this article shall be a fine of not less than \$100.00 but not exceeding more than \$2,000.00.~~
- ~~(qh) Injunctive relief. The City Attorney may, and is hereby authorized, to institute any suits as may be necessary to enjoin violations of this section. In any such suit, it shall not be necessary to allege or prove irreparable damage or that the city has no adequate remedy at law. The remedies provided by this section are in addition to the remedies provided elsewhere in this article.~~

~~Sec. 110-55. Penalty for violation.~~

~~Every person who shall omit or refuse to comply with, or who willfully violates any section of this article shall be deemed guilty of a misdemeanor and, upon conviction therefor, shall be subject to the penalty provided in section 1-8.~~

~~Sec. 110-56. Regulation of private sewage facilities.~~

~~The Rules of Kerr County, Texas for Private Sewage Facilities, a copy of which shall be on file in the office of the city clerk as they are now in effect and as they may hereafter be amended, from time to time, are hereby adopted by the city and incorporated in this section by reference as if set out at length in this section, subject to the changes hereinafter set forth to be in effect in the city, which changes shall also be on file in the office of the city clerk.~~

Sec. 110-571. Use of ~~Type I~~ reclaimed water.

- (a) ~~Incorporation of Texas Natural Resource Conservation Commission Rules. For purposes of this article, the term "Type I reclaimed water" has the meaning set forth in the state natural resource conservation commission rules governing the use of such water as codified at 30 TAC ch. 210, as amended, which are incorporated in this section for all purposes by reference as if included by detail.~~ Definition of reclaimed water. As used in this article, reclaimed water means domestic or municipal wastewater that has been treated to a quality suitable for a beneficial use, pursuant to the rules adopted by the Texas Commission on Environmental Quality (TCEQ).
- (b) ~~Service for Type I reclaimed water. The city shall~~ may provide ~~Type I~~ reclaimed water that ~~the city has~~ it produced ~~s but~~ only in accordance with the provisions of a water supply contract or other ~~binding~~ service agreement (collectively "the contract") between the city and the customer ~~which agreement that~~ complies with state law ~~the provisions of 30 TAC ch. 210.~~
- (c) ~~Responsibilities of Type I reclaimed water purchasers. All purchasers of Type I reclaimed water produced and provided by the city shall use such water and maintain appropriate records in accordance with state law 30 TAC ch. 210 and all other applicable regulations. Appropriate use of such water includes (i) maintenance of storage ponds or other facilities for uses in conjunction with the reclaimed water in accordance with state law; and (ii) strict compliance with an irrigation plan submitted to the city as required by a water supply contract.~~
- (d) ~~Termination of water supply. The city may without notice terminate the provision of Type I reclaimed water to a purchaser or user in the event that it the city is determined~~ s that:
- (1) ~~The continued use of the water is not in compliance with state law or this article 30 TAC ch. 210; and~~
- (2) ~~Failure to terminate the provision of the water will likely result in the discharge of Type I reclaimed water directly or into a pipeline, gutter, ditch, channel, or other drainage facility leading into a stream, creek, river, or other body of water other than a storage pond where storage of Type I reclaimed water is authorized.~~
- (e) ~~Termination of contracts. The city may terminate any reclaimed water supply contracts or service agreements if the purchaser or user is not using the Type I reclaimed water in compliance with state law 30 TAC ch. 210 or the provisions~~

of the contract with the city. All contracts executed pursuant to this section shall contain a provision to that effect.

- (f) No resale. No customer using ~~Type I~~ reclaimed water pursuant to a contract with the city may resell such water for any purpose.

Sec. 110-582. ~~Type I~~ Reclaimed water rates.

- (a) Standard rates. Each purchaser of ~~Type I~~ reclaimed water shall pay city a monthly the rate ~~of \$0.75 per 1,000 gallons of Type I reclaimed water delivered through the meters~~ specified in the city's fee schedule.
- (b) Contract rates. The city council may ~~from time to time~~ enter into contracts ~~with~~ wherein the rates for use of ~~Type I~~ reclaimed water are established by such contracts. ~~Any rates established by contract with the city pursuant to this subsection shall control over the rates established pursuant to subsection (a) of this section.~~

SECTION TWO. Section 110-92 of the Utilities Code, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the section as follows:

“Sec. 110-92. Definitions.

As used in this chapter, the following phrases shall have the following meanings:

Aquifer means a formation or group of geologic formations capable of storing and yielding groundwater in usable quantities.

Aquifer storage and recovery well (ASR) means a well involving the injection of water into a geologic formation for the purpose of subsequent recovery and beneficial use by the project operator.

• • • • •

Car Wash means a business that washes vehicles with water or a water-based product, including self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.

• • • • •

City manager means the chief executive officer and the head of the administrative branch of the city government or his/her designee.

....

Drought tolerant and native landscaping means the use of plant species and design practices that minimize irrigation demand by incorporating vegetation adapted to low water conditions, particularly those indigenous to the Texas Hill Country, thereby supporting long-term water conservation.

Essential turf and landscape areas means areas that are irrigated and intended for active human use including recreation, organized sports, community gatherings, or other similar functional purposes.

Groundwater means water percolating below the surface of the earth.

Headwaters Groundwater Conservation District (Headwaters) means the groundwater conservation district in Kerr County, Texas created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution.

....

Manager means the person who is performing the duties of manager of the city's water and wastewater system or his/her designee.

....

Potable water means water that has been treated for public drinking water supply purposes.

....

Surface Water, as defined in the Texas Water Code, means the water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state, and water imported from any source outside the boundaries of the state for use in the state and that is transported through the beds and banks of any navigable stream within the state or by utilizing any facilities owned or operated by the state.

....

Upper Guadalupe River Authority (UGRA) means the conservation and reclamation district created to protect the Guadalupe River in Kerr County, to include its headwaters.

~~Vehicle wash facility means a business that washes vehicles with water or a water-based product, including self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.~~

....

Water supply emergency means a water supply emergency may be declared by the city manager when one or more of the following conditions occur:

- (1) The occurrence of one or more water line breaks, or pump or system failures, which cause unexpected loss of the city's capability to provide water service;
- (2) A reduction or suspension of the diversion of surface water from the Guadalupe River, which includes complying with provisions of the city's water diversion permits or the directives or orders of the office of the South Texas Watermaster;
- (3) An action taken by the board for Headwaters that calls into question an immediate, existing condition of the aquifer that may limit or impact the use of groundwater;
- (4) Natural or manmade contamination of the water supply source(s) which prohibits or limits the distribution of water to the city's water distribution system; or
- (45) Any other event, circumstance, or condition that may significantly reduce the amount of water available for delivery to the city's water distribution system and which thus may possibly jeopardize public health and safety. “

SECTION THREE. Section 110-93, subsections (1), (4), (5), and (8) of the Utilities Code, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the sections as follows:

“Sec. 110-93. Year-round water conservation measures.

The city will utilize the following strategies to encourage, promote and require citizens to conserve and use water wisely at all times.

- (1) *Education and information.* The city will ~~promote water conservation by informing water users of methods to save water inside residences and~~

~~other buildings. Information will be disseminated by~~encourage water conservation by sharing information on water-saving practices, tips for reducing consumption, and other relevant topics to include:

- a. ~~Providing material to~~ Distributing a fact sheet to all new water customers explaining those provisions of this article relating to water conservation;
- b. ~~Publishing educational newspaper articles to correspond with peak seasonal demand periods~~ Issuing periodic press releases;
- c. ~~Publishing educational information and fact sheets on~~ Regularly updating the city's website; and
- d. ~~Providing educational information to the public through other governmental/private agencies including, but not limited to, the Water Education Task Force, UGRA, County of Kerr, and the Headwaters Groundwater Conservation District~~ Coordinating with local agencies as necessary.

* * * *

(4) *Water conserving landscaping.* The city will further encourage water conservation by:

- a. ~~Encouraging the use of only those plants listed in the document titled "Recommended Plants for the Kerrville Area" as prepared by the Environmental Education Committee and approved by the city council in all commercial and residential landscaping projects.~~ Recommending new and existing developments to incorporate drought tolerant and native landscaping in accordance with recommendations established by local agencies, alliances, and extension services.
- b. ~~Encouraging licensed irrigation contractors to use drip irrigation systems, where possible, and to design all irrigation systems with water conservation features such as sprinkler heads, which emit large drops of water rather than fine mist and sprinkler layouts that limit the impact of wind.~~ Requiring irrigation systems to comply with Title 30, Texas Administrative Code, Chapter 344 (Landscape Irrigation), as may be amended.

~~e. Encouraging commercial establishments to use drip irrigation for landscape watering, when practical.~~

~~d. Requiring that all ornamental fountains, ponds or other ornamental water features must recycle and use minimal quantities of water.~~

- (5) *Leak detection and repair.* The city ~~shall~~ utilizes leak detection techniques in attempting to locate and reducing leaks. ~~A monthly accounting of water delivery efficiencies will be made to the city manager. Detected~~ Where discovered, the city takes action to notify an owner or customer about the leaks ~~shall be repaired~~ as soon as possible.

....

- (8) *Hotel/motels/lodging.* All lodging facilities within the city or utilizing the city's water shall institute a linen reuse program. This program will require the lodging operator to advertise this program within each room by indicating that customers may elect to reuse their linens and the linens will not be replaced until such time as the customer indicates the desire to have them replaced. In this subsection lodging facilities shall mean ~~a~~ facilities that primarily provide short-term lodging services including rooms for rent with or without board."

SECTION FOUR. Section 110-94 of the Utilities Code, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the section as follows:

"Sec. 110-94. Year-round ~~water conservation measures~~ prohibited uses of water.

- (a) Applicability. The requirements within this section apply in all water conservation stages.
- (b) Irrigation outside restricted hours. Landscape watering with hose-end sprinklers or automatic irrigation systems shall be prohibited at all times except between the hours of 6:00 p.m. and 10:00 a.m. Upon declaration of a conservation stage, landscape watering is only allowed on designated days and during specified hours as specified in the applicable conservation stage.
- (~~bc~~) Affirmative dDefenses. It shall be an affirmative defense to prosecution under subsection (~~ab~~) if:

- (1) The person ~~is~~ was irrigating a landscaped area by means of and during times permitted by the appropriate water conservation stage:
 - ~~a. A hand held hose with a manual or automatic shutoff nozzle operated by one person;~~
 - ~~b. A bucket or watering can with a holding capacity of not greater than five gallons; or~~
 - ~~c. A properly functioning drip irrigation system;~~
- (2) The landscape watering was performed by those commercial enterprises in the business of growing or maintaining plants for sale, including plant nurseries; provided, however, that such landscape watering shall be performed solely for the establishment, growth, and maintenance of such plants;
- (3) A landscape watering permit has been issued pursuant to section 110-95 to allow for landscape watering on any newly planted or transplanted landscaping so as to accomplish a reasonable establishment and maintenance of growth; or
- (4) Operation of an automatic irrigation system was performed solely for the purpose of conducting maintenance and testing, and such operation was conducted by a licensed irrigation contractor.
- (c) *Waste of water.* It is unlawful for a person to use water in a manner that constitutes waste. Such waste is found to be contrary to the public health, safety and welfare of the citizens of Kerrville and is therefore declared to be a nuisance. Waste includes, but is not limited to, the following:
 - (1) Allowing water to run off into a gutter, ditch, or drain at a distance of 10 feet or greater;
 - (2) Failing to repair a controllable leak;
 - (3) Applying water to impermeable surfaces, unless allowed by this Chapter; and
 - (4) Operating an irrigation system with damaged sprinkler heads.
- (d) *Streets and gutters.* It is unlawful for a person to use water obtained from the city to flush street gutters or to permit water to run off or to accumulate in any

street gutter, street, or alley, or to flow into a public drain in a manner that constitutes waste. It shall be a defense to a violation of this paragraph if the person is using the water for the proper operation or maintenance of any public water supply system.

- (e) *Water from hydrants and blow-offs.* It is unlawful for a person to use water from hydrants and blow-offs for any purpose other than firefighting, fire flow testing, flushing of mains, using water pursuant to a temporary fire hydrant meter permit from the city, or other actions necessary for the proper operation of the public water supply system.
- (f) *Leaks.* Upon receiving notice of a leak, a person shall repair or otherwise abate such water leak within 24 hours after having been given written notice from the manager."

SECTION FIVE. Sections 110-97 through 110-106 of the Utilities Code, of the Code of Ordinances of the City of Kerrville, Texas, are amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the sections as follows:

"Sec. 110-97. Water conservation stages defined.

- (a) *Stage 1—Moderate water conservation conditions.* "Stage 1—~~Moderate~~ Mild water conservation conditions" shall be deemed to exist when the city manager finds that the seven day average water demand ~~exceeds 65~~ is less than 75 percent of the safe operating capacity ~~or where a water supply emergency is declared~~ and the city manager determines that this stage is appropriate to ~~address the emergency~~ conserve the water supply.
- (b) *Stage 2—~~Critical~~ Moderate water conservation conditions.* "Stage 2—~~Critical~~ Moderate water conservation conditions" shall be deemed to exist when the city manager finds that the seven day average water demand exceeds 75 percent of the safe operating capacity or where a water supply emergency is declared and the city manager determines that this stage is appropriate to address the emergency.
- (c) *Stage 3—~~Crucial~~ Severe water conservation conditions.* "Stage 3—~~Crucial~~ Severe water conservation conditions" shall be deemed to exist when the city manager finds that the seven day average water demand exceeds 85 percent of the safe operating capacity or where a water supply emergency is declared and the city manager determines that this stage is appropriate to address the emergency.

- (d) *Stage 4—~~Severe~~ Critical water conservation conditions.* "Stage 4—~~Severe~~ Critical water conservation conditions" shall be deemed to exist when the city manager finds that the seven day average water demand exceeds 95 percent of the safe operating capacity or where a water supply emergency is declared and the city manager determines that this stage is appropriate to address the emergency.
- (e) *Stage 5—Water emergency conditions.* "Stage 5—Water emergency conditions" shall be deemed to exist when the city Manager finds that the seven day average water demand exceeds 100 percent of the safe operating capacity or where a water supply emergency is declared and the city manager determines that this stage is appropriate to address the emergency.

Sec. 110-98. Changing and notice of safe operating capacity.

- (a) *General.* The current safe operating capacity shall be posted on the city's official web site.
- (b) *Increase in safe operating capacity.* The safe operating capacity may be increased by the city manager from time to time upon a finding that an event has occurred which has increased the available supply of potable water that can be delivered to the city's water distribution system, which events may include:
 - (1) The addition of water treatment capacity at either an existing water treatment plant or a new plant;
 - (2) The addition of groundwater wells;
 - (3) The addition of aquifer storage and recovery wells; or
 - (4) The addition of any other potable water source or due to regulatory changes that increase water availability from existing facilities/sources.

An increase to the safe operating capacity shall only occur after thorough testing of the new water source is completed to insure safety and reliability of the source.

- (c) *Reduction in safe operating capacity.* The safe operating capacity may be reduced by the city manager from time to time upon a finding by the city manager that an event has occurred which has reduced the available supply of potable water that can be delivered to the city's water distribution system, which events may include:
 - (1) A temporary cessation of water treatment operations at the city's water treatment plant caused by mechanical failure, routine maintenance,

flooding of the Guadalupe River, or other events which reduce the ability of the city to treat water to required drinking water standards;

- (2) A reduction in total pumping capacity from the city's groundwater wells because of routine maintenance, pump failure, new or revised regulatory provisions or similar events;
- (3) Inability to withdraw water from the aquifer storage and recovery wells because of routine maintenance, pump failure, new or revised regulatory provisions or similar events;
- (4) A reduction in the flow of the Guadalupe River such that further diversion of water pursuant to the city's water diversion permits is limited or prohibited;
- (5) A reduction in the allowable rate or amount of diversion ordered by the office of the South Texas Watermaster or other regulatory changes;
- (6) Where the city's use of groundwater exceeds 50% of its overall demand of potable water over a period of thirty (30) or more consecutive days;
- ~~(6)~~(7) Catastrophic failure of the city's ~~pending dam~~ Nimitz Lake impoundment area; ~~or~~
- ~~(7)~~(8) Declaration of state governor of disaster due to existence of serious drought conditions that pose an imminent threat of widespread or severe damage, injury, or loss of life or property, and such declaration includes Kerr County; or
- (9) A water supply emergency is declared by the city manager.

Sec. 110-99. Declaration of water conservation conditions and stages; public notice.

- (a) *City manager declaration.* Upon a finding by the city manager that the "Stage 1—~~Moderate~~ Mild water conservation conditions," "Stage 2—~~Critical~~ Moderate water conservation conditions," "Stage 3—~~Crucial~~ Severe water conservation conditions," "Stage 4—~~Severe~~ Critical water conservation conditions," or "Stage 5—Water emergency conditions" exist, the city manager shall issue notice of the commencement and/or termination of the imposition of the mandatory water conservation measures in effect for the respective stage. Said notice shall be:
 - (1) Posted on the city's official bulletin board and at all public entrances and exits of city hall and other city facilities where the public has access;

- (2) Posted on the city's internet website; and
- (3) Issued in a press release that is hand-delivered or sent by facsimile or electronic mail to:
 - a. The electronic and print media located within the city; and
 - b. The television networks located in Kerrville and San Antonio.
- (b) *Contents of notice.* Each notice issued in accordance with subsection (a) shall contain at least the following information:
 - (1) The effective and/or termination date of the applicable water conservation stage;
 - (2) A brief description of the water conservation stage and the measures to be in effect and/or terminated;
 - (3) The drought stages issued by other Kerr County government entities, to include Headwaters;
 - ~~(3)~~(4) The telephone number(s) of the office to contact regarding questions about the water conservation stage in effect; and
 - ~~(4)~~(5) The following sentence printed in bold type: **"Failure to comply with the water conservation measures currently in effect is a violation of Chapter 110, Article III of the Kerrville City Code and, upon conviction, may result in a fine of not less than \$50.00 nor more than \$2,000.00 per offense plus court costs. Repeated violations may also result in disconnection of water service."**

Sec. 110-100. Stage 1 – Conservation measures.

- (a) *Stage 1 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 1 – ~~Moderate~~ Mild water conservation conditions:
 - (1) Landscape watering with hose end sprinklers or automatic-irrigation systems is ~~prohibited at all times except~~ only allowed on the following days between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of ~~7~~8:00 p.m. and 12:00 a.m.,
 - a. On Tuesdays and Saturdays for street addresses whose last digit ends in an odd number; or
 - b. On Wednesdays and Sundays for street addresses whose last digit ends in an even number.

- (2) Landscape watering ~~is permitted at any time if~~ conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is allowed between the hours of 6:00 p.m. and 10:00 a.m.
- (3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 25,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.
- (4) The following uses of water are prohibited:
 - a. Operation of any foundation, pond, or other ornamental water feature for athletic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
 - b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when the use is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.
- (b) Termination of Stage 1. Stage 1 shall terminate at 12/01 a.m. on the day following notice of the declaration by the city manager that the conditions triggering Stage 1 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the city manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation.

Sec. 110-101. Stage 2—Conservation measures.

- (a) *Stage 2 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 2—~~Critical~~ Moderate water conservation conditions:
 - (1) Landscape watering with hose-end sprinklers or automatic irrigation systems is ~~prohibited at all times except~~ only allowed on the following days between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of ~~7~~8:00 p.m. and 10:00 p.m.:
 - a. On Tuesdays and Saturdays for street addresses whose last digit ends in an odd number; or

- b. On Wednesdays and Sundays for street addresses whose last digit ends in an even number.
- (2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is ~~prohibited at all times except~~ only allowed between the hours of 7:00 p.m. and 9:00 a.m.
- (3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 20,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.
- (4) The following uses of water are prohibited:
 - a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
 - b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when the use is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.
 - c. Use of water for dust control.
 - d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.
 - e. Use of bulk potable water obtained from the city for construction purposes.
- (b) *Termination of Stage 2.* Stage 2 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the city manager that the conditions triggering the Stage 2 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the city manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon

the termination of Stage 2, the city manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.

Sec. 110-102. Stage 3—Conservation measures.

- (a) *Stage 3 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 3—~~Crucial~~ Severe water conservation conditions:
- (1) Landscape watering with hose-end sprinklers or automatic irrigation systems is ~~prohibited at all times except~~ only permitted on the following days between the hours of 6:00 a.m. and 9:00 a.m.:
 - a. On Tuesdays and Saturdays for street addresses whose last digit ends in an odd number; or
 - b. On Wednesdays and Sundays for street addresses whose last digit ends in an even number.
 - (2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is ~~prohibited at all times except~~ only permitted between the hours of ~~6~~7:00 ~~ap~~.m. and ~~9~~11:00 ~~ap~~.m. and between the hours of ~~7~~6:00 ~~pa~~.m. and ~~11~~9:00 ~~pa~~.m.
 - (3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 15,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.
 - (4) The following uses of water are prohibited:
 - a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.
 - b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety or when it is

required to perform duties related to construction activity and a power washer is used.

- c. Use of water for dust control.
 - d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.
 - e. Use of bulk potable water obtained from the city for construction purposes.
- (b) *Termination of Stage 3.* Stage 3 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the City manager that the conditions triggering Stage 3 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the city manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon the termination of Stage 3, the city manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.

Sec. 110-103. Stage 4—Conservation measures.

- (a) *Stage 4 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 4—~~Severe~~ Critical water conservation conditions:
- (1) Landscape watering with hose-end sprinklers or automatic irrigation systems is prohibited at all times;
 - (2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is prohibited at all times except between the hours of ~~7~~6:00 ~~a~~p.m. and ~~11~~9:00 ~~a~~p.m. and between the hours of ~~6~~7:00 ~~p~~a.m. and ~~9~~11:00 ~~p~~a.m.
 - (3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 10,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.

(4) The following uses of water are prohibited:

- a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life.
- b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.
- c. Use of water for dust control.
- d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.
- e. Use of bulk potable water obtained from the city for construction purposes.
- f. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle other than at a ~~commercial car wash facility or service station~~ or by a person washing any public safety vehicle on public property.

g. Use of water to irrigate non-essential turf and landscape areas.

(5) No permits for new, additional, or expanded water service connections, meters, or service lines shall be granted. An exception applies where the city has already issued either a final plat for a residential lot or a commercial building permit for the site or the construction project that requires the water service.

- (b) *Termination of Stage 4.* Stage 4 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the city manager that the conditions triggering Stage 4 have ceased to exist for a period of three consecutive days. Such declaration may be made prior to the expiration of the three-day period if, in the discretion of the city manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon the termination of Stage 4, the city manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.

Sec. 110-104. Stage 5—Conservation measures.

(a) *Stage 5 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following the notice of the declaration of Stage 5—Water emergency conditions:

(1) Landscape watering, including handheld irrigation, with potable water is prohibited at all times;

(2) The following uses of water are prohibited:

- a. Operation of any ornamental fountain, pond or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life.
- b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety.
- c. Use of water for dust control.
- d. Washing down buildings or structures for purposes other than immediate fire protection.
- e. Use of bulk potable water obtained from the city for construction purposes.
- f. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle other than by a person washing any public safety vehicle on public property.
- g. Filling, refilling, or adding water to swimming pools, wading pools, and Jacuzzis-type pools, which are located outside.
- h. Using a fire hydrant pursuant to a temporary fire hydrant permit.
- i. Use of water for a water spray park, even where such water is recirculated.

j. Use of water to irrigate non-essential turf and landscape areas.

(3) Vehicle washing at a ~~vehiele~~ car wash ~~faecility~~ is prohibited at all times except between the hours of 7:00 a.m. and 7:00 p.m. A person owning or operating a ~~vehiele~~ car wash ~~faecility~~ shall take affirmative action to prevent use of the ~~vehiele~~ car wash ~~faecility~~ during the prohibited hours

specified herein. Such actions shall include posting a sign indicating that the ~~vehiele~~ car wash ~~facility~~ is closed and preventing vehicular access onto the property or into the washing bays. In addition, the owner/~~operator~~ may also choose to disable the washing mechanisms so as to prevent operation.

- (4) No permits for new, additional, or expanded water service connections, meters, or service lines shall be granted. An exception applies where the city has already issued either a final plat for a residential lot or a commercial building permit for the site or the construction project that requires the water service.
- (b) *Termination of Stage 5.* Stage 5 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the city manager that the conditions triggering Stage 5—Water emergency conditions have ceased to exist for a period of three consecutive days. Such declaration may be made prior to the expiration of the three-day period if, in the discretion of the city manager, extraordinary circumstances exist, such as the occurrence of significant and/or prolonged periods of precipitation. Upon the termination of Stage ~~25~~, the city manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.

Sec. 110-105. Enforcement.

- (a) *Violation of article prohibited.* It shall be unlawful for a person to use water obtained from a private well, public water supply company, or the city in a manner contrary to the provisions of this article. The penalty for violation of this article shall be in accordance with the general penalty provisions contained in chapter 1 of the Code of Ordinances but in no case shall the fine of any violation hereof be less than \$50.00 or more than \$2,000.00. Proof of a culpable mental state is not required for conviction of an offense under this article if the fine assessed is \$500.00 or less.
- (b) *Issuance of citations.* The manager or any other personnel authorized to issue class C misdemeanor citations are authorized to issue citations for violations of this article.
- (c) *Multiple violations.* If a person is convicted of:
 - (1) Three or more separate violations of this article within a single calendar year, the city manager shall, upon written notice to the customer, be

authorized to install a flow restriction device in the service line(s) of the customer, in which case the city manager may place a service charge equal to the cost of the installation and subsequent removal of such device on the customer's water bill.

- (2) Four or more separate violations of this article within a single calendar year, the city manager shall, upon written notice to the customer, be authorized to discontinue water service to the premises where such multiple violations have occurred and such discontinuance of service shall continue until such time as all fines or penalties are paid in full and payment by the violator of a re-connection charge as set by the city council within the city fee schedule.
- (d) *Injunction.* In addition to such other civil or criminal penalties that may be available, the city attorney may seek an injunction in accordance with Texas Local Gov. Code Section 54.016 against a person or entity believed to be in violation of this article.
- (e) *Person responsible.* The following presumptions shall be in effect with regard to the person responsible for a violation of this article:
 - (1) Any person, including a person classified as a water customer, who is in apparent control of the property where a violation occurs or originates shall be presumed to be the violator.
 - (2) Proof that a violation occurred on a person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.
 - (3) Parents shall be presumed to be responsible for the violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent directed or assisted in the commission of the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
- (f) *Affirmative Defenses.* It shall be an affirmative defense to a violation of this article if:

- (1) The water is being used to irrigate or water the plant inventory of a wholesale or retail landscape nursery or other commercial business selling landscape or house plants;
- (2) The person is using water, other than that provided by the city, that has been recirculated;
- (3) The person is using water from a source other than the city's public (potable) water supply system, including:
 - a. Reclaimed water in compliance with applicable TCEQ regulations for landscape watering. Such landscape watering with hose-end sprinklers or an automatic irrigation system shall be prohibited at all times except between the hours of 6:00 p.m. and 10:00 a.m. Landscape watering is permitted at any time if conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system; or
 - b. Surface water diversion rights which the person has the legal right to use.
- (4) The use of the water was necessary to prevent damage or destruction to property other than landscaping plants and ground covers suffering damage from dehydration;
- (5) The person is:
 - a. The owner, ~~or his or her agent~~, of a ~~commercial~~ car wash or service station with a car wash;
 - b. The hours in which use of a ~~commercial~~ car wash is prohibited are posted at a location visible to customers entering or attempting to use the car wash at the time of the alleged offense;
 - c. Said owner ~~or agent~~ did not otherwise authorize the use of the car wash during the prohibited hours of operation;
- (6) The person is washing down sidewalks, walkways, driveways, vehicles used to transport food and perishables, garbage trucks, or aircraft that the manager ~~or the city health officer~~ determines requires frequent cleaning in order to protect the health, safety, and welfare of the public; or

- (7) Operation of an automatic irrigation system was performed solely for the purpose of conducting maintenance and testing, and such operation was conducted by a licensed irrigation contractor.

Sec. 110-106. Variances.

- (a) *Authority to grant variances.* The city manager is authorized to grant variances pursuant to the provisions of this section.
- (b) *Grounds for granting variances.* A variance may be granted to authorize the use of water otherwise prohibited under this article if the city manager finds:
 - (1) That failure to grant a requested variance would adversely affect public health or sanitation;
 - (2) That failure to grant the requested variance would adversely affect the health or safety of the person requesting such variance;
 - (3) Compliance with this article cannot technically be accomplished during the duration of the water supply shortage or other condition for which water conservation measures are in effect;
 - (4) Alternative methods can be implemented which will achieve the same level of reduction in water use as the water conservation measure from which the variance is sought; or
 - (5) that the person has a disability in accordance with subsection (j) below.
- (c) *Application for variance.* A person requesting a variance from the provisions of this article ~~must~~ shall file an application with the city manager on forms promulgated by the city. Each application shall include the following information:
 - (1) Name and address of the applicant(s);
 - (2) A full description of the proposed water use, including, but not limited to:
 - a. The daily amount of the proposed use;
 - b. The hours of the proposed use;
 - (3) A reference to the specific provision(s) of this article from which the applicant is requesting relief;

- (4) A detailed statement as to how the specific provision of the article adversely affects the applicant and/or what damage or harm will occur to the applicant or others if applicant complies with this article;
 - (5) A description of the relief requested;
 - (6) The period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this article and the compliance date; and
 - (8) Any additional information that the city manager deems relevant and necessary in making a determination regarding the request.
- (d) *Filing period.* An application for a variance requested pursuant to this section may not be filed prior to the effective date of the water conservation measure(s) from which relief is being sought.
- (e) *Consideration of variance application.* The city manager shall grant or deny the application for variance not later than 5:00 p.m. on the third city business day following delivery of the application to the city manager. A variance shall be deemed to be approved in the manner requested in the application if the city manager has not denied the application within the time set forth in this section.
- (f) *Contents of variance.* A variance granted by the city manager shall contain the following provisions:
- (1) A description of the allowable water uses granted by the variance;
 - (2) A description of any conditions imposed ~~which must~~ that shall be satisfied in order to maintain the variance in effect;
 - (3) A timetable for compliance with any conditions set forth in the variance; and
 - (4) Such other provisions as the city manager determines to be reasonable and necessary.
- (g) *Termination of variance.* Variances granted shall expire upon the earlier of:
- (1) The date the water conservation measure from which the variance was granted is no longer in effect;

- (2) The date the city manager determines that the applicant has failed to comply with any deadline imposed with respect to compliance with the conditions set forth in the variance; or
 - (3) The date the city manager specifically sets forth for termination of the variance.
- (h) *Variance not a defense.* The granting of a variance shall not be a defense to a violation of the provisions of this article which occurs prior to the effective date of the variance.
- (i) *Appeal of denial by city manager.* An applicant may appeal the denial by the city manager of an application for a variance to the city council pursuant to the following procedures:
 - (1) An appeal ~~must~~ shall be filed in writing with the city secretary not later than three city business days following the date of the denial;
 - (2) The appeal will be considered by the city council at its first regularly scheduled meeting following the third city business day after the date the appeal is filed with the city secretary;
 - (3) The city council may hear testimony from the city manager and the applicant, but shall not be required to hear such testimony;
 - (4) The city council shall grant or deny the variance in accordance with the criteria set forth in subsection (b); and
 - (5) The city council shall grant or deny the variance at the meeting at which the appeal is considered.
- (j) *Variances for people with disabilities.* The city manager shall grant a variance to a person to use a hose-end sprinkler or an automatic irrigation system to perform landscape watering when the use of hose-end sprinklers or automatic irrigation systems are otherwise prohibited by this article subject to the following findings:
 - (1) The property is a single-family residence and constitutes the permanent residence of the applicant;
 - (2) The applicant has provided to the city manager a written statement from a medical doctor licensed to practice medicine in the State of Texas that the applicant is physically incapable of:

- a. Walking without assistance;
 - b. Standing for periods in excess of 15 minutes;
 - c. Carrying a five-gallon bucket of water; or
 - d. Carrying a standard garden hose; ~~and~~
- (3) There is no other person who resides on the property with the applicant who is physically capable of performing landscape watering by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person or, a faucet-filled bucket or watering can with a capacity of five gallons or less; ~~and~~

(4) The use of a hand-held hose with a manual or automatic shutoff nozzle operated by one person or a faucet-filled bucket or watering can with a capacity of five gallons or less is allowed under the relevant water conservation stage applicable at the time the request for variance is filed and for the duration of the variance, if granted.

(k) The variance granted by the city manager pursuant to this section may not authorize landscape watering at any time outside of the days and hours during which landscape watering is otherwise permitted by this article. Said variance may restrict landscape watering to times and days less than those otherwise allowed by this article and, with respect to automatic irrigation systems, may limit the amount of time each station of the system is allowed to run.“

SECTION SIX. Section 110-131, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the section as follows:

“Sec. 110-131. Definitions and abbreviations.

- (a) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings designated in this section:

• • • •

~~*Trip ticket means a coupon purchased from the city health department for the disposal of septic or portable/chemical toilet waste at the authorized city wastewater disposal facility.*~~

-
- (b) *Abbreviations.* The following abbreviations, when used in this chapter, shall have the designated meanings:

....

(12) ~~TNRCC means Texas Natural Resource Conservation Commission.~~

~~(13)~~ TSS means total suspended solids

(143) USC means United States Code”

SECTION SEVEN. Section 110-135, subsection (d), of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the section as follows:

“Sec. 110-135. Surcharge applicable when waste pollutants exceed city standards.

-
- (d) *Costs for testing.* If the tests taken pursuant to subsection (c) of this section indicate that a surcharge should be levied, continued or increased, the generator shall pay to the city the sampling fees adopted into the city’s current fee schedule ~~city’s actual costs for each test plus \$5.00 for the cost of taking each sample, mailing and handling.~~

SECTION EIGHT. The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City’s Code of Ordinances, and the publisher is authorized to amend said Code to reflect the provisions adopted herein, to correct typographical errors, and to index, format, and number and letter paragraphs to the existing Code as appropriate.

SECTION NINE. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict.

SECTION TEN. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public notice of the time, place, and purpose of said meetings was given as required by the Open meetings Act, Chapter 551 of the Texas Government Code.

SECTION ELEVEN. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION TWELVE. Pursuant to Texas Local Government Code §52.0113(a) and Section 3.07 of the City's Charter, the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____ A.D., 2026.

PASSED AND APPROVED ON SECOND READING, this the ____ day of _____ A.D., 2026.

Joe Herring, Jr.

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Interim City Attorney

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Ordinance No. 2026-08. An Ordinance amending Chapter 10 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Alcoholic Beverages Code; by amending said Code to delete the local fee; amending the penalty section to account for the deletion of the local fee; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. (*J Behrens, Director Finance / T Rodriguez, Asst Director Finance*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 04/14/2026

SUBMITTED BY:

Trina Rodriguez, Assistant Director of Finance

EXHIBITS:

1. 20260512 Ord 2026-08 Alcoholic Beverages Code

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

Prior to issuing a license or permit for the sale or distribution of alcoholic beverages within the City, the State requires the City to be notified of any application and to certify that the proposed activity is permitted at the requested location.

The current City Code requires any person wishing to sell or distribute alcoholic beverages within the city limits to obtain a City-issued permit and pay a bi-annual fee.

During the 89th Regular Session, the Texas Legislature passed Senate Bill 1008 (SB 1008), effective September 1, 2025. This legislation prohibits a county, municipality, or public health district—including any authorized agent or department—from charging certain local fees under Sections 11.38 or 61.36 of the Texas Alcoholic Beverage Code

for qualifying food-related establishments that have already paid applicable regulatory fees to the Texas Department of State Health Services (DSHS) or another local entity.

In order to comply with SB 1008, the proposed ordinance amends Chapter 10, Sections 1 and 5 of the City Code to discontinue the collection of local alcoholic beverage permit fees. The City will continue to receive and review applications and provide required certification to the State; however, no local fee will be assessed where prohibited by law.

All other provisions of Chapter 10 will remain unchanged and in full force and effect.

RECOMMENDED ACTION:

Approve Ordinance No. 2026-08 first reading. Staff recommends approval of the ordinance amending Chapter 10, Sections 1 and 5 of the Municipal Code.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-08**

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ALCOHOLIC BEVERAGES CODE; BY AMENDING SAID CODE TO DELETE THE LOCAL FEE; AMENDING THE PENALTY SECTION TO ACCOUNT FOR THE DELETION OF THE LOCAL FEE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, City Council previously adopted the City's Alcoholic Beverages Code, referred to herein as the "Alcoholic Beverages Code"; and

WHEREAS, during the 89th Regular Legislative Session in 2025, the Texas Legislature passed Senate Bill 1008, which amended chapter 437, Texas Health & Safety Code; and

WHEREAS, City staff has experienced some difficulties in finalizing requests for variances on certain properties in light of the Alcoholic Beverages Code's current requirement that the property owner submit a variance for the sale of alcohol, which omits prospective purchasers and lessees; and

WHEREAS, pursuant to the amendments to chapter 437, Texas Health & Safety Code, and City staff's current experience with variances to the Alcoholic Beverages Code, City staff recommends the adoption of several amendments to the Alcoholic Beverages Code; and

WHEREAS, City Council finds that the amendments to the Alcoholic Beverages Code are in the public interest and are necessary to comply with State law and to provide more public convenience;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. Chapter 10 of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is indicated in blue and underlined (addition) and deleting the language that is indicated in red and stricken (~~deleted~~) to the sections as follows:

“Sec. 10-01. ~~Local fee; certificate.~~ State permit or license required.

(a) ~~No~~ There is levied and assessed and shall be collected by the city a fee from every person pursuing or shall engage in any business within the city for which a permit or license is required by the Texas Alcoholic Beverage Code (the "Code") unless the person possesses a valid permit or license issued by the state. Such fee shall be in an amount equal to one-half of the state fee charged for such permit or license as such fee now exists or shall from time to time be established or modified pursuant to the Code, except for a brewer's permit, brewpub license, or license issued for a similar business, in which case the city shall charge the fee applicable for an on-premises retailer. The city adopts those exemptions from the permit and license fee requirement as are provided in the Code. Such permit, license, or application must relate to the manufacture, sale, distribution, barter, or other handling of the class or classes of alcoholic beverage covered by the certificate issued by the city secretary.

(b) Upon ~~payment presentation to the City Secretary of the applicable fee prescribed in this section and presentation to the city secretary of a permit or license duly issued by the state to the applicant permit or license duly issued by the state to the applicant or person paying such fee~~, the city secretary shall, in the name of the city, issue and deliver to such applicant or person a certificate acknowledging the applicant's authority to engage in the business within the city of the character described in and authorized by the state-issued permit or license. ~~permit or license from the state held by such applicant or person. The certificate so issued in the name of the city will authorize the conduct of such business upon the premises described in the permit or license from the state and remain in force only so long as such permit or license from the state. Such certificate shall remain in effect only so long as the corresponding state permit or license remains valid.~~ force. The holder of the state permit or license shall publicly display the certificate from the city on the premises together with the state permit or license.

(c) ~~— A certificate issued by the city under the terms of this chapter shall be issued in conjunction with the permit or license issued and/or renewed by the Texas Alcoholic Beverage Commission (TABC) or every two years from the date issued. No part of the city fee may be refunded if a permit or license issued by the state is terminated before its expiration date.~~

....

Sec. 10-3. Sales limited near church, school, hospital, or child-care facility.

....

(g) *Variances to distance requirement.* A property owner, or a person authorized by the owner, may apply to City Council for a variance from the distance limitations provided by this section. The property owner, or a person authorized by the owner,

must file a request for variance on a form provided by the city, pay the applicable fee, and specify the grounds supporting the variance as specified below. Upon submission of a administratively complete application, the city manager or designee shall then place the variance application on a meeting agenda. City council may allow a variance to this section if it determines that the enforcement of the regulation in a particular circumstance:

- (1) Is not in the best interests of the public;
- (2) Constitutes waste or inefficient use of land or other resources;
- (3) Creates an undue hardship on the applicant for a permit or license;
- (4) Does not serve its intended purpose;
- (5) Is not effective or necessary; or
- (6) For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

....

Sec. 10-5. Penalty for selling alcoholic beverages in violation of chapter.

A person, firm, or corporation subject to this chapter who ~~sells an alcoholic beverage without having paid the fee herein levied; or,~~ violates, disobeys, omits, neglects or refuses to comply with any ~~other~~ part of this chapter commits a misdemeanor punishable by a fine of not less than \$10.00 nor more than \$200.00. ~~In addition, the city secretary shall report any such failure to pay the fee to the Texas Alcoholic Beverage Commission."~~

SECTION TWO. The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances, and the publisher is authorized to amend said Code to reflect the provisions adopted herein, to correct typographical errors, and to index, format, and number and letter paragraphs to the existing Code as appropriate.

SECTION THREE. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public

notice of the time, place, and purpose of said meetings was given as required by the Open meetings Act, Chapter 551 of the Texas Government Code.

SECTION FIVE. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. Pursuant to Texas Local Government Code §52.0113(a) and Section 3.07 of the City's Charter, the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SEVEN. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____ A.D., 2026.

PASSED AND APPROVED ON SECOND READING, this the ____ day of _____ A.D., 2026.

Joe Herring, Jr.

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Interim City Attorney

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Resolution No. 20-2026. A Resolution granting a Conditional Use Permit to authorize an Automotive Service and Repair, Major on the property located at 1809 Sidney Baker Street (Highway 16); the property located within a General Commercial Zoning District (C-3); and making the permit subject to certain conditions and restrictions. (*D Paxton, Director Development & Planning*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 04/17/2026

SUBMITTED BY:

EXHIBITS:

1. 20260512 Reso 20-2026 CUP Auto Shop 1809 Sidney Baker
2. 20260512 1809 Sidney Baker_Zoning and Floodplain Exhibit
3. PZ-2026-3_Proposed Conditions of Approval

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

Proposal: A Conditional Use Permit (CUP) for an Automotive Service & Repair Shop, Major, located within 500 feet of a 100-year floodplain for the property addressed as 1809 Sidney Baker Street (KCAD ID 13515); ABS A0106 CAGE, SUR 116, Acres 1.58. (Case No. PZ -2026-3)

Zoning code requires that Flyin' Diesel Performance and Off-Road, an automotive business wanting to relocate to Kerrville, request approval for a Conditional Use Permit (CUP) that would allow them to operate their business within 500 feet of a floodplain. The purpose of the CUP is to provide the city with some assurances that any hazardous materials used in their day-to-day operations are properly contained to prevent accidental release and possible entry into the floodplain. Additionally, the CUP process is an opportunity to hear from the applicant as to how cleanup will be performed if an accidental spill does occur. The CUP process, following public hearings and review of

any written public comments, allows the Planning & Zoning Commission and City Council to recommend additional conditions as part of the approval.

The applicant has indicated that most hazardous materials will be contained indoors, within the main shop area, with a possible fuel storage tank outdoors. Staff has met with the applicant and determined that, other than the need for the CUP, this location and proposed use meet all other code requirements.

Procedural Requirements:

- **Public notification letters:** Sent to **13 adjacent property owners** on **3/19/26**
- **Public notice publication:** Hill Country Community Journal on **3/11/26**
- **Public hearing sign:** Posted on **3/22/26**
- **Public comment received:** None at time of drafting this agenda bill.

Staff Analysis & Recommendation: **Consistency with Kerrville 2050 Plan**

- Located within the Community Commercial (CC) land use area on the Future Land Use Plan.
- CUP request does not impact K2050 land use.
- Location is developed in a way that accommodates use permitted under C-3.
- Location is adjacent to existing commercial property.
- **Conclusion:** The request aligns with the intent of the Kerrville 2050 goals for this area.

Adjacent Zoning & Land Uses:

- **Subject Property:**
 - **Current Zoning:** General Commercial (C-3)
 - **Existing Use:** Former Mayflower Self Storage location
- **North:** Sidney Baker Street
 - **Existing Use:** Public Roadway
- **South:** General Commercial (C-3)
 - **Existing Use:** Vacant Self Storage Buildings
- **West:** General Commercial (C-3)
 - **Existing Use:** Dutch Bros Coffee and Home Depot Entrance
- **East:** General Commercial (C-3)
 - **Existing Use:** McCoy's Building Supply

Thoroughfare & Traffic Impact:

- No impact on the thoroughfare system

- No impact to traffic

Parking Requirements:

- Off-street parking requirements will be met based on the existing large paved area.

Recommendation: Based on the consistency with the Kerrville 2050 Comprehensive Plan, existing surrounding uses and zoning, and proposed containment of hazardous materials, staff recommends approval of the case with the attached Conditions of Approval.

Planning & Zoning Commission unanimously approved the CUP with the following Conditions of Approval:

1. No outside storage of hazardous materials.
2. No outside work on vehicles. Vehicles to be serviced in the garage can be stored outside.
3. Provide a containment berm around outside oil storage.

RECOMMENDED ACTION:

Approve Resolution No. 20-2026, the Conditional Use Permit with Conditions.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 20-2026**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE AN AUTOMOTIVE SERVICE AND REPAIR,
MAJOR ON THE PROPERTY LOCATED AT 1809 SIDNEY
BAKER (HIGHWAY 16); THE PROPERTY LOCATED WITHIN A
GENERAL COMMERCIAL ZONING DISTRICT (C-3); AND
MAKING THE PERMIT SUBJECT TO CERTAIN CONDITIONS
AND RESTRICTIONS**

WHEREAS, the owner of the property depicted in the location map in Exhibit A (the "Property"), as attached, is requesting approval of a Conditional Use Permit ("CUP") to allow the Property, which is located within a General Commercial Zoning District (C-3) to be used for an Automobile Service and Repair, Major, as that term is defined in Section 60-17 of the City's Code of Ordinances; and

WHEREAS, an Automobile Service and Repair, Major, is normally authorized "by right" within a General Commercial Zoning District (C-3); however, where such use will be located within 500 feet of the 100-year flood plain, such use must be authorized through the granting of a CUP by City Council; and

WHEREAS, the City Planning and Zoning Commission (the "Commission"), in compliance with state law and the Zoning Code of the City of Kerrville, Texas (Chapter 50, Code of Ordinances) ("Zoning Code"), and in particular, the procedures for obtaining a CUP; having given the requisite notices by United States mail, publication, and otherwise; and after holding a public hearing and affording a full and fair hearing to all property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof; has recommended that City Council grant the CUP applied for and referenced herein, subject to the special conditions and restrictions set out hereinafter and applied to the Property; and

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on May 12, 2026, finds that the health, safety, and general welfare will be best served by the granting of the CUP on the Property as recommended by the Commission;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a General Commercial Zoning District (C-3), to be developed and used for an Automobile Service and Repair, Major as that term

is defined in the Zoning Code, and such use is subject to the provisions of this Resolution and other City ordinance and regulations:

Legal Description: 1.58 acres located within the City of Kerrville, Kerr County, Texas, and being ABS A01067 CAGE, SUR 116; and being depicted on the location map at **Exhibit A**.

Address: 1809 Sidney Baker Street (Highway 16).

SECTION TWO. In addition to the development and use regulations currently applicable to the Property, development and use of the Property is subject to the following additional conditions:

- A. Site Plan:** The development shall be consistent with the proposed site plan for the automobile service and repair, major, such site plan attached as **Exhibit B**.
- B. Development Requirements:** the owner or operator shall comply with Section 60-60(4) of the Zoning Code, to include performing all maintenance within the interior bays of the maintenance facility and not storing vehicle parts or supplies, including tires, outside.
- C. Outside Oil Storage:** If oil is to be stored outside, the owner or operator shall provide a containment berm.
- D. Hazardous Materials:** Neither the owner nor the operator may store any hazardous materials outside.
- E. Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

SECTION THREE. This Resolution and CUP are subject to termination in accordance with the Zoning Code.

SECTION FOUR. City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX. This Resolution is effective upon adoption.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2026.

Joe Herring, Jr., Mayor

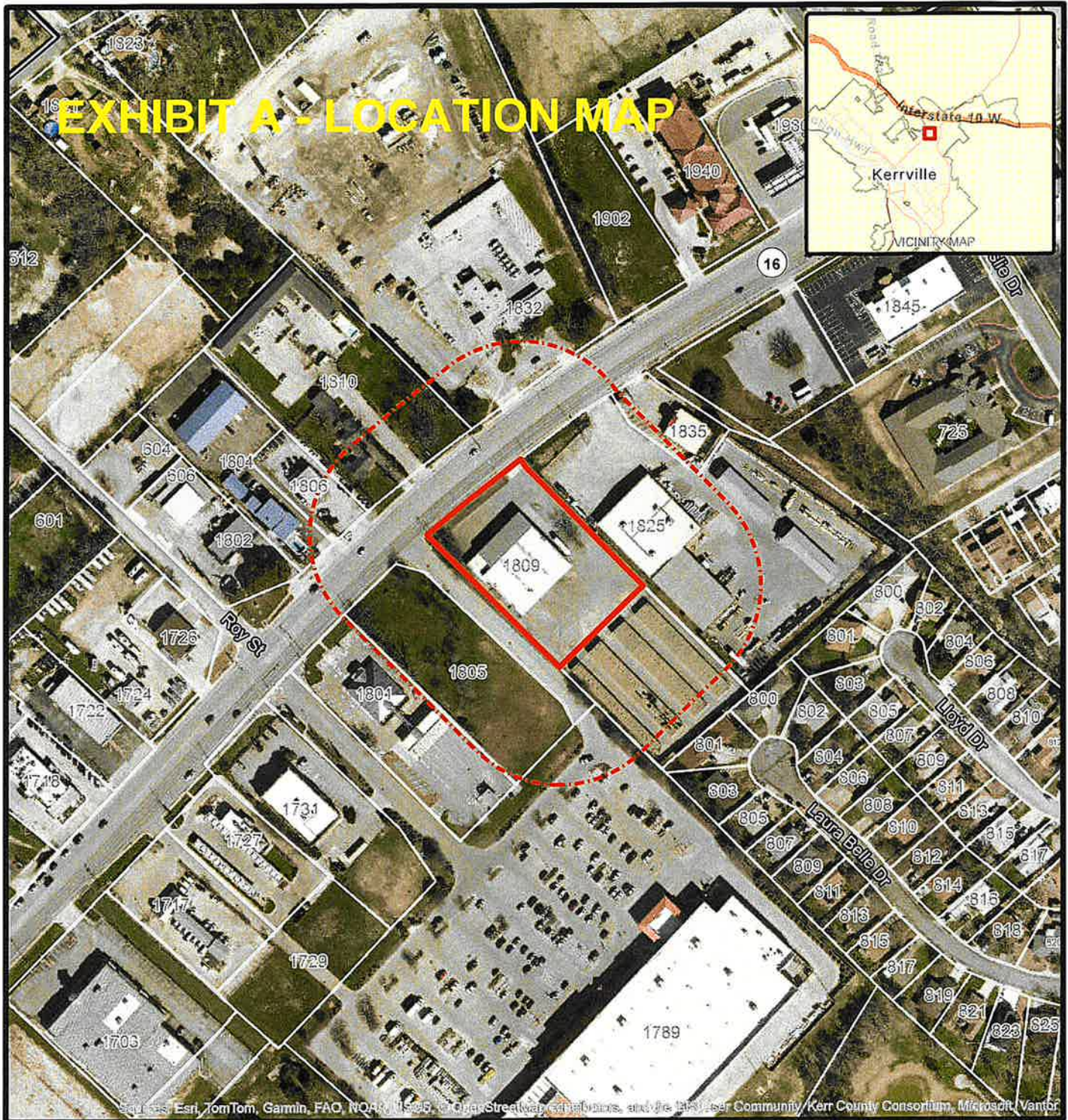
APPROVED AS TO FORM:

ATTEST:



William L. Tatsch Interim City Attorney

Shelley McElhannon, City Secretary



Location Map

Case #PZ-2026-3

Location:

1809 Sidney Baker St

Legend

- Subject Properties
- 200 Feet Notification Area



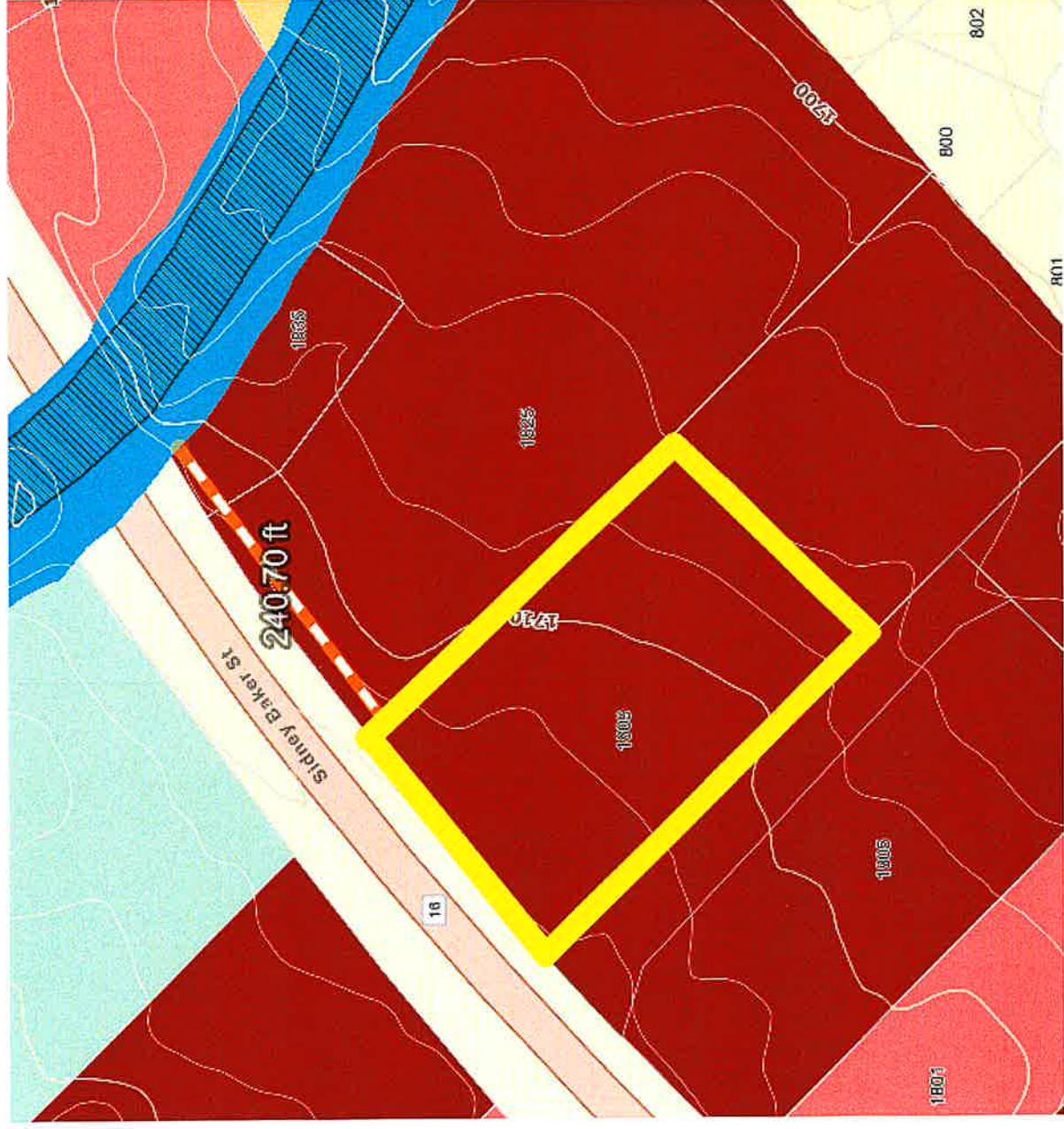
0 75 150 300

Scale In Feet

03/12/2026

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

Case PZ-2026-3 (1809 Sidney Baker Street)
 Subject Property Highlighted in Yellow (Approximately 240 feet from Floodplain)



Zoning District (Current)

- RE Estate Residential
- R 1 Single-Family Residential
- R 1A Single-Family Residential with Accessory Dwelling Unit
- R 2 Medium Density Residential
- R 3 Multifamily Residential
- RM Residential Mix
- RT Residential Transition
- C 1 Neighborhood Commercial
- C 2 Light Commercial
- C 3 General Commercial
- IM Industrial and Manufacturing
- DAC Downtown Arts and Culture
- MU Mixed Use
- PD Planned Development
- PI Public and Institutional
- AD Airport
- AG Agriculture
- DC Downtown Core

Case PZ-2026-3
1809 Sidney Baker Street
CUP for Proximity to Floodplain

Proposed Conditions of Approval

1. No outside storage of hazardous materials.
2. No outside storage of vehicles.
3. Containment berm around the base of any above ground outside fuel storage tank, subject to any Fire Code requirements.



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Resolution No. 21-2026. A Resolution allowing a variance to a distance requirement prohibiting alcohol sales within 300 feet of public school property to permit Schreiner University to sell alcohol at ticketed tailgating events at Antler Stadium during Schreiner University's home football games during the 2026 football season. *(D Paxton, Director Planning & Development)*

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 03/27/2026

SUBMITTED BY:

EXHIBITS:

1. 20260512 Reso 21-2026 distance variance alcohol sales Antler Stadium
2. PZ-2026-5_Event Description and KISD Approval Letter
3. Case PZ-2026-9_Ernest_Opposed

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

Kerrville Independent School District (KISD) and Schreiner University (SU) have an agreement for the SU football season, utilizing Tivy Stadium for SU games. KISD is applying for a distance variance to allow alcohol sales on the Tivy Stadium property. These sales will be limited to Schreiner game days.

Schreiner University's food service provider, Aramark Corporation, is applying for a TABC license to allow alcohol sales at the Schreiner University football games at Tivy Antler Stadium. Since this occurs on KISD property, a distance variance would be required to allow the TABC license.

From Section 10-3(g) of the Kerrville Code of Ordinances: City council may allow a variance to this section if it determines that the enforcement of the regulation in a particular circumstance:

- Is not in the best interests of the public; (1)
 - Constitutes waste or inefficient use of land or other resources; (2)
 - Creates an undue hardship on the applicant for a permit or license; (3)
 - Does not serve its intended purpose; (4)
 - Is not effective or necessary; or (5)
 - (6)
- For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

RECOMMENDED ACTION:

Approve Resolution No. 21-2026.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 21-2026**

**A RESOLUTION ALLOWING A VARIANCE TO A DISTANCE
REQUIREMENT PROHIBITING ALCOHOL SALES WITHIN 300
FEET OF PUBLIC SCHOOL PROPERTY TO PERMIT
SCHREINER UNIVERSITY TO SELL ALCOHOL AT TICKETED
TAILGATING EVENTS AT ANTLER STADIUM DURING
SCHREINER UNIVERSITY'S HOME FOOTBALL GAMES
DURING THE 2026 FOOTBALL SEASON.**

WHEREAS, Schreiner University has reinstituted its football program and has reached an agreement with Kerrville Independent School District to use Antler Stadium, which is within the City of Kerrville, Texas, and is specifically located at 1310 Sidney Baker, Kerrville, Texas, to play its home games during the 2026 football season; and

WHEREAS, Kerrville Independent School District has submitted an Alcohol Distance Variance Application to the City of Kerrville ("City") proposing to close off parking lots around Antler Stadium and allowing Schreiner University to use the parking lots for a ticketed tailgating event catered by Schreiner University's food service provider, Aramark Corporation, at which food and alcohol may be sold; and

WHEREAS, Aramark Corporation is seeking a permit from the Texas Alcoholic Beverage Commission ("TABC") to obtain the necessary catering permit that would allow Aramark Corporation to sell alcohol for on-premise consumption at the planned tailgating event(s); and

WHEREAS, pursuant to City Code of Ordinances Section 10-3 ("Section 10-3"), and as authorized by the Texas Alcoholic Beverage Code, the sale of any alcohol at this location must be at least 300 feet from a public school; and

WHEREAS, under Section 10-3, a property owner may apply to City Council for a variance from the distance limitations, which Council may allow depending upon the particular circumstances; and

WHEREAS, City Council in accordance with Section 10-3 and in particular, its holding of a public hearing, providing the requisite public notices, and thereafter determining that a particular circumstance is found, finds it be in the public interest to allow the variance as provided below;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

City Council, as the governing board of the City of Kerrville, Texas, and pursuant to the Texas Alcoholic Beverage Code and Section 10-3 of the City's Code of

Ordinances, and after consideration of the circumstances found within subsection (g) of Section 10-3, hereby allows a variance from the applicable provisions of Section 10-3 at the following location:

The parking lots of Antler Stadium. Said location is depicted on the map found at Exhibit A.

This variance shall remain in effect for the purposes expressed herein during Schreiner University's use of Antler Stadium on the following dates:

- September 5, 2026,
- September 19, 2026,
- October 3, 2026,
- October 17, 2026, and
- November 14, 2026.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2026.

Joe Herring, Jr., Mayor

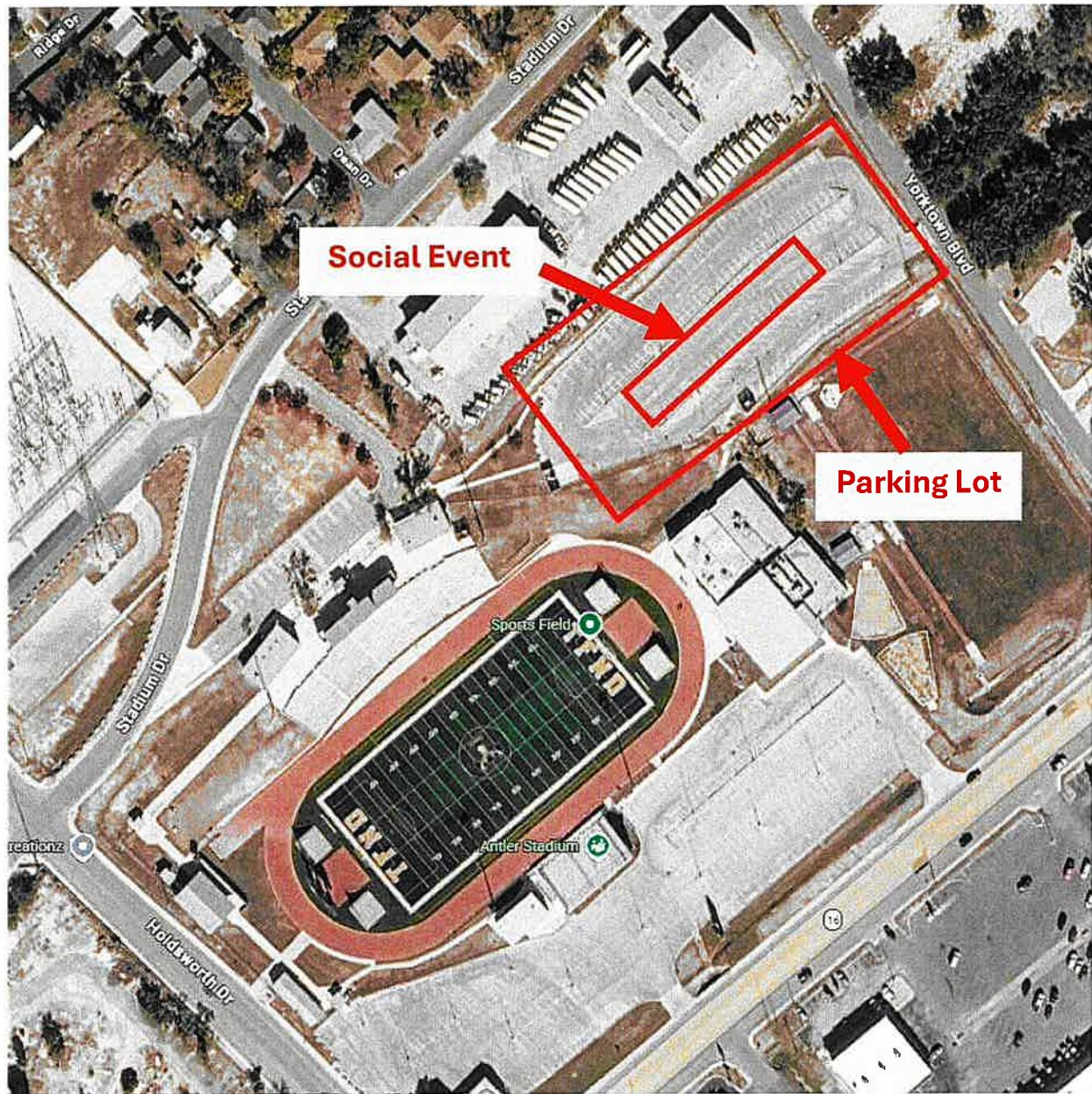
APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Interim City Attorney

Shelley McElhannon, City Secretary



City of Kerrville
Alcohol Distance Variance Application
Project Proposal

Submitted By: Dr. Lucien Robert Costley
Vice President for Planning and Finance
Schreiner University™

Project Name: 2026-2027 Football Season
Schreiner University Fan Zone Social Events

Location: Designated Parking Lot of Antler Stadium
Kerrville Independent School District

Project Description: Fun Zone for a NCAA Division III university competitive event
Non-public school event
Secured boundary restricted to designated parking lot

Schreiner University entered a Stadium Facility Use Agreement with Kerrville Independent School District to host five NCAA Division III Football games during the upcoming 2026-2027 competitive season. Schreiner University will compete against the following higher education institutions.

Saturday, September 5, 2026	Austin College	6pm
Saturday, September 19, 2026	Southwestern University	6pm
Saturday, October 3, 2026	Hendrix College	6pm
Saturday, October 17, 2026	Howard Payne University	2pm
Saturday, November 14, 2026	McMurry University	2pm

To create an enhanced and elevated college atmosphere experience at the home football games, Schreiner University requested permission from Kerrville Independent School District to permit the consumption and/or sale of alcohol on the premises as part of its agreement. Section 5.6b of the existing Stadium Facility Use Agreement states:

Tailgating and alcohol shall be permitted at the Stadium under the following conditions.

Schreiner may use only the home parking lot on the Yorktown Boulevard (north) side of the Stadium for tailgating on Game Days commencing no earlier than three (3) hours prior to the game's kick-off time and concluding no later than the ending of the 3rd quarter of the game. Such tailgating may include the consumption and the sale of alcohol, but only if Schreiner maintains all applicable licenses, certificates, and permissions, whether from KISD, the City of Kerrville, or other governmental or regulatory entity, and only in compliance with all

applicable laws, statutes, regulations, ordinances, licenses, certifications, permissions, and KISD policies. Schreiner must maintain controlled and ticketed access to this parking lot during all times that tailgating activities are occurring. Schreiner is also required to have sufficient security present monitoring the presence and/or sale of alcohol.

Schreiner University's food service provider – Aramark Corporation – has prepared documentation to the Texas Alcohol Beverage Commission (draft versions) to obtain a catering permit to serve and sell alcohol on the parking lot grounds of Kerrville Independent School District - Antler Stadium for a ticketed social event during a NCAA Division III Football Game throughout the 2026-2027 season.

The ticketed events are scheduled, will have security present, and will only allow the presence of alcohol to remain in the designated area. These ticketed events are designed at the post-secondary level, not public, and hosted by Schreiner University. As expected, and in accordance with our agreement, Aramark Corporation – in collaboration with Schreiner University will be required to comply with all Texas Alcoholic Beverage Commission's laws and guidelines.

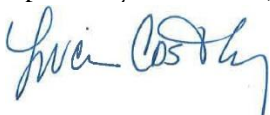
Schreiner University is familiar with the consumption of and/or sale of alcohol as the institution has conducted these activities for many decades (social events, fundraisers, weddings on campus, celebrations, etc.). In addition, Schreiner University operates a beer garden at the Trailhead in collaboration with Pint & Plow connecting the university to the river trail. Schreiner University also operates a wine tasting room at the far east of its property (located at The Hill) in collaboration with Kerrville Hills Winery.

The administration, staff, and collaborating partners consistently work to ensure a safe environment is present, especially when the sale and/or consumption of alcohol are present.

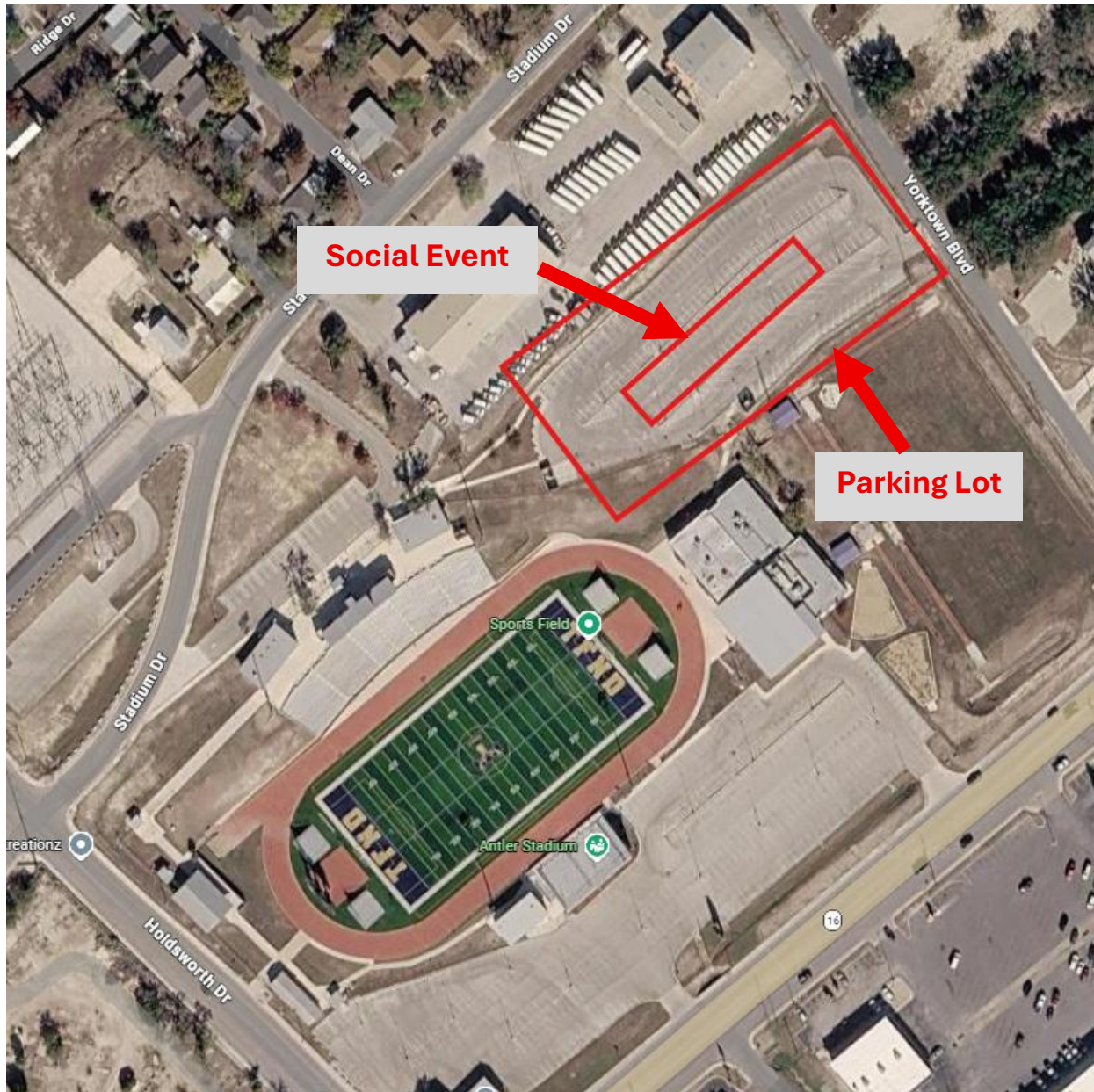
Prior to submitting the catering permits, Schreiner University requests a variance from the City of Kerrville allowing the use of and sale of alcohol within the designated area noted on the following page and only during the five home game dates as noted in this project description. In addition, the expectation at these five home game events include:

- Fun Zone area/tent is not open to the general public
- A purchased game ticket is required to enter the designated Fun Zone area/tent
- Fun Zone area/tent will be cordoned with barriers
- Fun Zone area/tent will be staffed with security
- Alcohol is only permitted in the Fun Zone area/tent (not in stadium or other portions of parking lot)
- Alcohol will not be sold at concession stands in Antler Stadium

Respectfully submitted,



Dr. Lucien Robert Costley



From: [Jim](#)
To: [Planning Division](#)
Subject: [External] Case PZ-2026-9
Date: Sunday, May 3, 2026 8:50:59 AM

RE: Public hearing case PZ-2026-9

Kerrville ISD request to sell alcoholic beverages at Kerrville ISD Antler Stadium.

According to the Location Map submitted with this request, the "Social Event Location" is in a parking lot.

Tivy Stadium currently has very limited parking (bad design during the rebuild), and using this area for anything other than the poorly designed parking area would be wrong.

As it stands now Parking is a disaster. Stadium Dr between Yorktown Blvd and Holdsworth Dr are currently used for parking. It gets so bad on game nights that the street (Stadium Dr) is reduced to ONE vehicle wide. People park on both sides of the street leaving a single lane clear down the middle of the street. There should be No Parking signs on the North-West side of Stadium Dr, but there isn't (Yorktown Blvd and Holdsworth Dr do have no parking signs).

And this request will make that difficult parking situation even worse. Using the parking lot for a social event means that people can not park in designated spots. Designated spots that are too narrow for a large number of vehicles in use, this is Texas and full size Pick-up trucks and SUVs are normal. Prior to the last rebuild which created the present parking lots, the whole grassy area between Tivy Stadium and Stadium Dr was used for parking, now it is all grass restricted from any parking.

Increasing the parking dilemma by using the present parking lot for a social event, adding alcoholic beverages to the mix will exponentially raise the problem when mildly or fully intoxicated

folks try to get in their vehicle and leave the area.

No, this Case PZ-2026-9 should NOT be approved.

Jim & Sara Ernest
1306 Stadium Dr
Kerrville, TX 78028



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: General Contract with Musco Sports Lighting, LLC for the Tennis Court Lighting repair. (*J Brimhall, Director Parks & Recreation*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 04/09/2026

SUBMITTED BY:

JULIE BEHRENS, Director of Finance

EXHIBITS:

1. 20260512 Contract Musco Sports Lighting LLC - Tennis Court Light Repair

Expenditure:	\$175,000 (100% covered by insurance)	Amount Budgeted:
Account Number:	90-9000-5100	Account Balance:
Payment to/Vendor name:	Musco Sports Lighting	

Kerrville 2050 Item?
Yes

Key Priority Area:

SUMMARY:

The tennis court lights were damaged during the hail storm in April of 2025. Due to the timing of this event relative to the flood, this repair has been delayed. Staff obtained bids and is recommending Musco Sports Lighting based on the long-term relationship with the City and the warranty associated with their work. Musco is a BuyBoard vendor, exempting this agreement from formal procurement and meeting procurement policy & law. This expense will be covered by insurance at 100% as deductible for hail claim has been satisfied.

RECOMMENDED ACTION:

Authorize City Manager to finalize & execute agreement.

GENERAL CONTRACT - SMALL PROJECT
Musco Sports Lighting, LLC/Tennis Court Light Repair

THIS CONTRACT ("Contract"), entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the **City of Kerrville, Texas**, hereinafter referred to as the "Owner," and **Musco Sports Lighting, LLC**, an Iowa limited liability company with its mailing address being 2107 Stewart Road, Muscatine, Iowa 52761, hereinafter referred to as the "Contractor," is made for the following considerations:

I. GENERAL TERMS

1. The Contractor shall perform all work described in the proposal attached hereto collectively as **Exhibit A**, and incorporated herein by reference in accordance with plans and specifications provided to Contractor by City. In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative **in the amount of \$175,000.00**, hereinafter referred to as the "Contract Cost."
2. Whenever the words "Owner's Representative" or "representative" are used in this contract, it shall be understood as referring to Ethan Mitchell, Assistant Director of Parks and Recreation, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract, including the pulling of required permits.
5. All work shall be done and all materials furnished in strict conformity with the contract.

6. The Owner's Representative:

a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;

b. will neither be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and

c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.

7. All minor detail of the work not specifically mentioned in Exhibit A but obviously necessary for the proper completion of the work, such as the proper connection of new work to existing structures, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown in Exhibit A. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.

8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY**

WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.

10. **CONTRACTOR AGREES THAT IT WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT.** When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. Contractor shall carry insurance in the following types and amounts for the duration of this Contract and furnish copies of policy declaration pages and all policy forms and endorsements as evidence thereof to Owner:
- a. To the extent required by Texas Labor Code §406.096, certify to the Owner that Contractor by its signature below that it has in effect workers' compensation insurance to cover Contractor's employees. Contractor shall also require subcontractors and independent contractors working under the direction of the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of Contractor.
 - b. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. The policy must provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage, and independent contractor's coverage.
 - c. Automobile Liability Insurance with either a combined limit of \$1,000,000 per occurrence for bodily injury and property damage or split limits of \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by Contractor or its employees.

The insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

Contractor shall not commence work under this Contract until it has obtained all required insurance. Contractor shall not cause any insurance to be canceled

or permit any insurance to lapse during the term of this Agreement. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after Owner has received written notice of such cancellation or change.

12. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
13. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and it shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.
14. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or reasonable evidence indicating possible filing of claims.
 - c. Failure of the Contractor to make payments promptly to subcontractors or for material or labor, which the Owner may pay as an agent for the Contractor.
 - d. Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them, payment will be issued subject to paragraph number 16.

15. This contract may not be assigned in any way without the specific, written consent of the Owner.

16. **PAYMENT TERMS.** Owner shall compensate Contractor for the Services in the amount and manner described and set forth in the Quote, attached hereto and incorporated herein as **Exhibit A**. The amount of payment shall not exceed \$175,000 unless additional services are requested by Owner.
17. **TERM OF CONTRACT.** This Contract shall become effective on the Effective Date and shall remain in effect until the earliest of September 1, 2026, the City's final acceptance of the work, or when Owner terminates the Contract pursuant to the termination provisions herein.
18. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, the Owner shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default or provides evidence sufficient to prove to the Owner's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the Owner shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the Owner as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
19. **TERMINATION WITHOUT CAUSE.** Owner shall have the right to terminate the Contract, in whole or in part without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
20. **RECORDS RETENTION.** Contractor and its subcontractors, if any, shall properly, accurately, and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such materials available to the Owner at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Owner and any of its authorized representatives.

Contractor shall retain any and all documents produced as a result of service provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that Owner shall have access to any and all such documents at any and all times, as deemed necessary by Owner, during said retention period. Owner may, at its election, require Contractor to return said documents to Owner prior to or at the conclusion of said retention.

21. **CYBERSECURITY EVENT.** Contractor shall promptly notify Owner in writing, but in no event later than 48 hours after discovering any actual or suspected cybersecurity incident, data breach, or unauthorized access that may compromise the confidentiality, integrity, or availability of Owner's private, confidential, or sensitive information. The notice shall include, to the extent known at the time: (i) a summary of the nature and scope of the incident, (ii) the types of data affected, (iii) any remedial actions taken or planned, and (iv) any recommendations for Owner to mitigate potential harm. Contractor shall cooperate fully with Owner in investigating and responding to such incidents, including providing reasonable assistance in complying with any legal or regulatory obligations arising from the breach.
22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Contractor agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Contractor shall repay the Contract Cost, and any other funds received by Contractor from Owner as of the date of such violation within one hundred twenty (120) days after the date Contractor is notified by Owner of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.
21. **PAYMENT AND PERFORMANCE BONDS.** Contractor shall provide both a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each shall be in the full amount of the Contract.
22. **CONFIDENTIALITY.** Contractor may require access to certain of the Owner's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, utility, and other information that the Owner or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure,

dissemination, or other release of the Confidential Information will substantially injure Owner and/or its licensors. Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Owner or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the Owner before disclosing such information so as to permit the Owner reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

II. MISCELLANEOUS

23. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
24. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
25. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.
26. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
27. Prohibition on Contracts with Companies Boycotting Energy Companies. Contractor hereby verifies the following per Section 2276.002, Texas Government Code:
 1. Contractor does not boycott energy companies; and
 2. Contractor will not boycott energy companies during the term of the Agreement.

28. Written Verification as to Firearm Entities. Contractor hereby verifies the following per Section 2274.002, Texas Government Code:

1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

29. Prohibition Against Boycotting Israel. Contractor hereby verifies the following per Section 2271.02, Texas Government Code:

1. Contractor does not boycott Israel; and
2. Contractor will not boycott Israel during the term of the Agreement.

30. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure," as defined by Section 2275.0101, Texas Government Code, Contractor verifies (1) that it is not owned by or the majority of stock or other ownership interest of the Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

OWNER: City of Kerrville, Texas

**CONTRACTOR: Musco Sport
Lighting, LLC**

By: _____
Dalton Rice, City Manager

By: _____
James Hansen, Secretary

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING AND
INSURANCE:

Julie Behrens, Director of Finance

APPROVED AS TO CONTENT:

Jay Brimhall, Director of Parks and
Recreation

APPROVED AS TO FORM:



William L. Tatsch,
Interim City Attorney

T:\Legal\PARKS & RECREATION\Contract\Small Projects\Small Project _Mayhall_ Tranquility Island_040926.docx

Date: 4/14/20206
 Expiration: 5/14/2026
 Musco Project No. 246355

Project: City of Kerrville Tennis Relight
 Kerrville, TX

BuyBoard

Master Project: 218434, Contract Number: 779-25, Expiration: 09/30/2026
 Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
 BuyBoard Purchase – Contract Number: 779-25

Quotation Price – Materials Delivered to Job Site and Turnkey Installation

Lighting: Center Courts (SportsCluster) East and West Courts (Light- Structure retrofit)
 **\$ 175,000**

Sales tax, bonding, and ground electrical are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only.

Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles

System Description

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

Control-Link® Control and Monitoring

- Control and monitoring cabinet
- Remote on/off control
- Onsite dimming (high/med/low)
- Monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles

System Description

- Corrosion protection
- Factory aimed and assembled luminaires,
- Disconnects

- UL listed assemblies

Control Systems and Services

- Control-Link® control system to provide remote on/off

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees; if required.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:

BuyBoard Purchase – Contract Number: 779-25

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Based on existing 480 Volt / 1-Phase (Original Musco Project #FRA17231 – 1997)

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Ben Voelliger
Sales Representative
Musco Sports Lighting, LLC
211 2nd Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: (512) 658-6884
E-mail: ben.voelliger@musco.com



P.O. Box 400, Austin, Texas 78767
800.695.2918 • info@buyboard.com • buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard?

Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process?

The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor?

As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract?

You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases?

While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



P.O. Box 400, Austin, Texas 78767
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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.ⁱⁱⁱ Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a) (municipalities) and §262.022(5-a) and §262.027 (counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)



Vendor Contract Information Summary

Vendor	Musco Corporation dba Musco Sports Lighting, LLC
Contact	Beth Sheeley
Phone	800-825-6030
Email	musco.contracts@musco.com
Vendor Website	www.musco.com
TIN	42-1107452
Address Line 1	211 2nd Ave West
Vendor City	Oskaloosa
Vendor Zip	52577
Vendor State	IA
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30. Carrying charges shall accrue in the amount of one-and one-half percent (1 1/2%) per month.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Parks and Sports Field Lighting Products and Installation Services
Contract No.	779-25
Effective	10/01/2025
Expiration	09/30/2028
Accepts RFQs	Yes
Return Policy	Due to Musco's lighting solution being custom designed, engineered to order we do not have an exchange and return program.



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Administrative Services Contract between the City of Kerrville, Texas Economic Improvement Corporation and City of Kerrville, Texas. *(M Hornes, Asst City Manager)*

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 04/24/2026

SUBMITTED BY:

JULIE BEHRENS, Director of Finance

EXHIBITS:

1. 20260512 Administrative Services Contract - EIC

Expenditure:	Prorated FY2026 not to exceed \$25K FY2027 \$105K	Amount Budgeted: 0
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Account Number:	40-4000-3100	Account Balance:
Payment to/Vendor name:		

Kerrville 2050 Item?

Yes

Key Priority Area:

E – Economic Development, D – Downtown Revitalization

SUMMARY:

In February 2025, an initial funding request was presented to the Economic Improvement Corporation (EIC) to support economic development initiatives specifically focused within the City of Kerrville. EIC was not prepared to provide funding at that time due to a lack of information demonstrating how the initiatives aligned with EIC goals and priorities. In April 2025, the City incorporated these efforts into the General Fund through the addition of an Economic Development Manager. Internal budget adjustments were made in order to fund this position for the remainder of FY2025 and FY2026, allowing time to evaluate effectiveness and establish a framework for ongoing implementation. These initiatives include focused efforts related to business attraction and retention, downtown development, marketing and outreach, incentive and grant coordination, and strategic planning to support sustainable economic growth within the City. Continued investment in these initiatives is intended to support small business success, downtown reinvestment, and long-term growth in local sales tax revenue.

This item was presented and approved at the April 2026 EIC meeting.

RECOMMENDED ACTION:

Authorize City Manager to finalize & execute agreement.

**ADMINISTRATIVE SERVICES CONTRACT
BETWEEN CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT
CORPORATION AND CITY OF KERRVILLE, TEXAS**

THIS ADMINISTRATIVE SERVICES CONTRACT ("Contract") is entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the City of Kerrville, Texas (the "City"), a municipal corporation, and the City of Kerrville, Texas Economic Improvement Corporation ("EIC"), a 4B economic development corporation, for and in consideration of the following promises and conditions:

**ARTICLE I
SERVICES PROVIDED BY CITY**

City shall provide the following services to EIC subject to the limitations and conditions set forth below:

- 1) **Professional Services Supporting Economic Development Initiatives:** City agrees to provide professional services supporting economic development initiatives that are authorized by the EIC to be funded in whole or in part by sales tax revenues generated pursuant to the authority of Chapters 501, 502, and 505 of the Texas Local Government Code, to include, but not limited to, the following:
 - a. Serve as a liaison between businesses, government entities, and community stakeholders;
 - b. Manage economic development incentives and grant programs for small businesses;
 - c. Assist with grants that support economic development initiatives;
 - d. Coordinate business retention and expansion programs;
 - e. Support business attraction efforts;
 - f. Assist with downtown development initiatives;
 - g. Conduct marketing and outreach related to economic development;
 - h. Promote projects funded by EIC; and
 - i. Develop and implement strategic economic development plans.
- 2) **Records:** The City shall retain all records related to its use of funds received from EIC pursuant to this Contract. Such records will be made available for EIC's review and inspection upon EIC's request.

- 3) **Staff Reports**: On an annual basis, the City Manager or designee shall prepare a report detailing the application of the funds paid to the City pursuant to this Contract and the performance measures the City was able to meet using the funds. The City shall present the report to the EIC in January detailing the use of funds during the preceding year.

ARTICLE II COMPENSATION

In consideration of the provision by City to EIC of the services described in Article I, above, EIC shall pay City **\$25,000** for the remainder of Fiscal Year 2026. EIC shall then pay **\$105,000** for Fiscal Year 2027. This amount shall automatically be increased each year by 4% for the term of this agreement. It is agreed by the parties that this compensation, to include the automatic increases, is equal to the reasonable value of the services anticipated to be provided by City to the EIC under this Contract. Payment of these amounts shall be paid in monthly payments, which City shall deduct upon receipt of said sales tax revenues from the Comptroller of Public Accounts for the State of Texas.

ARTICLE III TERM

The term of this Contract commences on the Effective Date of this Contract and ends on September 30, 2030, subject to earlier termination as provided herein and extension by agreement of the parties hereto.

ARTICLE IV TERMINATION

This Contract may be terminated by City or EIC for any reason, with or without cause, not earlier than ninety (90) days prior to delivery to the non-terminating party of a written notice of termination. EIC agrees to pay City the reasonable cost of services rendered by City up to the date of termination.

ARTICLE V GOVERNING LAW

This Contract is subject to, governed by, and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the year and as of the date indicated.

CITY OF KERRVILLE, TEXAS

**CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT
CORPORATION**

Dalton Rice, City Manager

Celeste Hamman, President

ATTEST:

ATTEST:

Shelley McElhannon, City Secretary

Kesha Franchina, Secretary of EIC

APPROVED AS TO FORM:

APPROVED AS TO FUNDING:



William L. Tatsch, Interim City Attorney

Julie Behrens, Director of Finance



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Approval of the Airport Master Plan. *(requested/presented by Kirk Griffin, Airport Manager)*

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 05/01/2026

SUBMITTED BY:

EXHIBITS:

None

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

Final draft of the Airport Master Plan to be approved by City Council and Kerr County Commissioners. Review the plan at [ERV MP Draft Final - DIGITAL.pdf](#). This is a very large file.

RECOMMENDED ACTION:

Review the plan for approval.



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Appoint Mayor Pro Tem. (Eligible for Executive Session 551.074.) (S
McElhannon, City Secretary)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 03/10/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

None

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

In accordance with Section 3.02 of the City Charter, following the canvass of the general election the City Council shall choose one of its members, other than the Mayor, to serve as Mayor Pro Tem.

RECOMMENDED ACTION:

Select Mayor Pro Tem.



**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

CAPTION: Appointment to the Kerrville - Kerr County Joint Airport Board. (Eligible for Executive Session 551.074) (*S McElhannon, City Secretary*)

AGENDA DATE: May 12, 2026

DATE SUBMITTED: 05/01/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

None

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

The Kerrville - Kerr County Joint Airport Board will have two vacancies beginning June 1, 2026.

RECOMMENDED ACTION:

The Joint Airport Board has nominated Barry Dowlen and BB Stanfield for consideration.